

Court File No. CV-25-00089291-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C.43, AS AMENDED

**APPLICATION RECORD  
VOLUME ONE**

March 11, 2025

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

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**Caroline Mowat (LSO No. 70393W)**

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Lawyers for the Applicant

**TO: THE SERVICE LIST**

**THE SERVICE LIST  
(as at March 6, 2025)**

<p><b>GOWLING WLG (CANADA) LLP</b> One Main Street West Hamilton, ON L8P 4Z5</p> <p><b>Bart Sarsh (LSO No. 59208N)</b> Tel: 905-540-3242 Email: <a href="mailto:bart.sarsh@gowlingwlq.com">bart.sarsh@gowlingwlq.com</a></p> <p><b>Caroline Mowat (LSO No. 70393W)</b> Tel: 905-540-3248 Email: <a href="mailto:caroline.mowat@gowlingwlq.com">caroline.mowat@gowlingwlq.com</a></p> <p>Lawyers for the Applicant</p>	<p><b>12905060 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>1000373090 ONTARIO INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14611799 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>14833074 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14825641 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
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<p><b>SPETTER ZEITZ KLAIMAN</b> 100 Sheppard Avenue East, Suite 850 Toronto, ON M2N 6N5</p> <p><b>Jason Spetter (LSO No. 46105S)</b> Tel: 416-789-0655 Email: <a href="mailto:jspetter@szklaw.ca">jspetter@szklaw.ca</a></p> <p>Lawyers for the Proposed Receiver</p>	
<b>GOVERNMENT</b>	
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<p><b>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT)</b> Legal Services Branch 33 King Street West, 6<sup>th</sup> Floor Oshawa, ON L1H 8H5</p> <p>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>	

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# TAB A

**ONTARIO  
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**NOTICE OF APPLICATION**

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- In person
- By telephone conference
- By video conference

at the following location:

Ontario Superior Court of Justice, 45 Main Street East, Hamilton, Ontario on **Thursday, March 27, 2025 at 10:00 a.m.** with the zoom link to be provided by the Court

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Issued by *Ana Fazackerley-Slat*  
"electronically issued"  
Local Registrar

Address of 45 Main Street East  
court office: Hamilton, ON L8N 2B7

**TO: THE SERVICE LIST**

**THE SERVICE LIST  
(as at March 6, 2025)**

<p><b>GOWLING WLG (CANADA) LLP</b> One Main Street West Hamilton, ON L8P 4Z5</p> <p><b>Bart Sarsh (LSO No. 59208N)</b> Tel: 905-540-3242 Email: <a href="mailto:bart.sarsh@gowlingwlq.com">bart.sarsh@gowlingwlq.com</a></p> <p><b>Caroline Mowat (LSO No. 70393W)</b> Tel: 905-540-3248 Email: <a href="mailto:caroline.mowat@gowlingwlq.com">caroline.mowat@gowlingwlq.com</a></p> <p>Lawyers for the Applicant</p>	<p><b>12905060 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>1000373090 ONTARIO INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14611799 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>14833074 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14825641 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>12631521 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>1000593693 ONTARIO INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>NELS MOXNESS</b> 2025 Maria Street, APT 807 Burlington, ON L7R 0E9</p> <p>Email: <a href="mailto:nels.moxness@gmail.com">nels.moxness@gmail.com</a></p> <p>Respondent / Guarantor</p>	<p><b>BDO CANADA LIMITED</b> 25 Main Street West, Suite 805 Hamilton, ON L8P 1H1</p> <p><b>Christopher Mazur, CIRP, LIT</b> Tel: 905-524-1008 Email: <a href="mailto:cmazur@bdo.ca">cmazur@bdo.ca</a></p> <p>Proposed Receiver</p>

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## APPLICATION

The Applicant, Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**”), makes an Application for:

- (a) if necessary, an Order abridging the time for service of the Application Record and any further materials subsequently served, and dispensing with service on any person other than those served; and
- (b) an Order substantially in the form contained at **Tab C** of the Application Record (the “**Appointment Order**”) appointing BDO Canada Limited (“**BDO**”) as the receiver and manager (in such capacities, the “**Receiver**”) without security, over all properties, assets and undertakings of 12905060 Canada Inc. (“**129**”), 1000373090 Ontario Inc. (“**10003**”), 14611799 Canada Inc. (“**146**”), 14833074 Canada Inc. (“**1483**”), 14825641 Canada Inc. (“**1482**”), 12631521 Canada Inc. (“**126**”), and 1000593693 Ontario Inc. (“**10005**”) (collectively referred to as the “**Borrowers**” or the “**Debtors**”) acquired for or used in relation to 129, 10003, 146, 1483, 1482, and 10005’s businesses including all proceeds from such businesses (the “**Properties**”) pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and s. 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended (the “**CJA**”); and
- (c) Such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THE APPLICATION ARE:**

**I. THE PARTIES**

1. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.
2. 129, 146, 1483, 1482 and 126 are companies that hold residential properties and rent them out (the “**Business**”). 129, 146, 1483, 1482 and 126 were incorporated pursuant to the laws of Canada, with a registered office in Hamilton, Ontario.
3. 10003 and 10005 are companies that hold residential properties and rent them out (the “**Business**”). 10003 and 10005 were incorporated pursuant to the laws of Ontario, with a registered office in Hamilton, Ontario.
4. Nels Moxness (“**Mr. Moxness**”) is the principal of 129, 10003, 146, 1483, 1482, 126 and 10005, and is an officer and director of 129, 10003, 146, 1483, 1482, 126 and 10005. Mr. Moxness provided a limited guarantee of certain credit facilities, described below (the “**Guarantor**” or “**Covenantor**”), issued by the Caisse to 129, 10003, 146, 1483, 1482, 126 and 10005.
5. Mr. Moxness is named in this Application to facilitate cooperation with the Receiver, once appointed.

II. **129 LOAN NO. 725510-PR-1 re 1674 Wellington Street East, Sault Ste Marie**

6. The Caisse (as lender), 129 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on June 28, 2023 (the “**1674 Wellington Loan Agreement**”).
7. Pursuant to the 1674 Wellington Loan Agreement, the Caisse advanced a loan in the total principal amount of \$600,000.00, for a term of two (2) years, from the date of disbursement together with interest at 5.720% per annum calculated monthly and not in advance. The loan was disbursed on July 7, 2022.

**Security**

8. The Caisse holds security against 129. Among others, the Caisse has entered into the following security agreements with 129:
  - (a) a Charge/Mortgage registered on July 7, 2022 as Instrument No. AL251078 over lands legally described as LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario (the “**1674 Wellington Collateral Mortgage**”);
  - (b) an Assignment of Rents in respect of 1674 Wellington Street East, Sault Ste. Marie dated July 6, 2022 (the “**1674 Wellington Assignment of Rents**”). The 1674 Wellington Assignment of Rents was registered as Instrument No. AL251079 on July 7, 2022.

9. The personal property security of the Caisse was perfected on July 6, 2022 by registration against 129 as related to the applicable personal property of 129 in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the “**Ontario PPSA**”) under File No. 784655361 and Registration No. 20220706 1217 5064 2855 (with respect to the 1674 Wellington Assignment of Rents).

### III. **10003 LOAN NO. 725591-PR-1 re 407 Dupont Street, Sudbury**

10. The Caisse (as lender), 10003 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 6, 2023 (the “**407 Dupont Loan Agreement**”).
11. Pursuant to the 407 Dupont Loan Agreement, the Caisse advanced a loan in the total principal amount of \$530,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.210% per annum calculated monthly and not in advance. The loan was disbursed on February 23, 2023.

#### **Security**

12. The Caisse holds security against 10003. Among others, the Caisse has entered into the following security agreements with 10003:
  - (a) a Charge/Mortgage registered on February 23, 2023 as Instrument No. SD471300 over lands legally described as PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally

known as 407 Dupont Street, Sudbury, Ontario (the “**407 Dupont Collateral Mortgage**”);

- (b) an Assignment of Rents in respect of 407 Dupont Street, Sudbury dated February 6, 2023 (the “**407 Dupont Assignment of Rents**”). The 407 Dupont Assignment of Rents was registered as Instrument No. SD471301 on February 23, 2023.

**IV. 146 LOAN NO. 725595-PR-1 re 221 Nolin Street, Sudbury**

- 13. The Caisse (as lender), 146 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 22, 2023 (the “**221 Nolin Loan Agreement**”).
- 14. Pursuant to the 221 Nolin Loan Agreement, the Caisse advanced a loan in the total principal amount of \$581,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.900% per annum calculated monthly and not in advance. The loan was disbursed on March 2, 2023.

**Security**

- 15. The Caisse holds security against 146. Among others, the Caisse has entered into the following security agreements with 146:
  - (a) a Charge/Mortgage registered on March 2, 2023 as Instrument No. SD471762 over lands legally described as LOT 9, PLAN 45SB CITY OF

SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario (the “**221 Nolin Collateral Mortgage**”);

- (b) an Assignment of Rents in respect of 221 Nolin Street, Sudbury, Ontario was signed February 16, 2023 (the “**221 Nolin Assignment of Rents**”). The Assignment of Rents was registered as Instrument No. SD471763 on March 2, 2023.

**V. 1483 LOAN NO. 725625-PR-1 re 275 Bloor Street, Sudbury**

- 16. The Caisse (as lender), 1483 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 6, 2023 (the “**275 Bloor Loan Agreement**”).
- 17. Pursuant to the 275 Bloor Loan Agreement, the Caisse advanced a loan in the total principal amount of \$560,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 20, 2023.

**Security**

- 18. The Caisse holds security against 1483. Among others, the Caisse has entered into the following security agreements with 1483:
  - (a) a Charge/Mortgage registered on April 20, 2023 as Instrument No. SD474110 over lands legally described as LOT 22, PLAN 1SC CITY OF

SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario (the “**275 Bloor Collateral Mortgage**”);

- (b) an Assignment of Rents in respect of 275 Bloor Street, Sudbury dated April 18, 2023 (the “**275 Bloor Assignment of Rents**”). The 275 Bloor Assignment of Rents was registered as Instrument No. SD474111 on April 20, 2023.

**VI. 1482 LOAN NO. 725624-PR-1 re 55 Pelham Road, St. Catharines**

- 19. The Caisse (as lender), 1482 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 5, 2023 (the “**55 Pelham Loan Agreement**”).
- 20. Pursuant to the 55 Pelham Loan Agreement, the Caisse advanced a loan in the total principal amount of \$806,250.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 21, 2023.

**Security**

- 21. The Caisse holds security against 1482. Among others, the Caisse has entered into the following security agreements with 1482:
  - (a) a Charge/Mortgage registered on April 21, 2023 as Instrument No. NR640079 over lands legally described as LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55

Pelham Road, St. Catharines, Ontario (the “**55 Pelham Collateral Mortgage**”);

- (b) an Assignment of Rents in respect of 55 Pelham Road, St. Catharines was signed April 19, 2023 (the “**55 Pelham Assignment of Rents**”). The 55 Pelham Assignment of Rents was registered as Instrument No. NR640080 on April 21, 2023.

**VII. 126 LOAN NO. 725626 re Six Properties in Sault Ste. Marie**

- 22. The Caisse (as lender) offered financing to 126 (as borrower), and Mr. Moxness (as guarantor) by a letter dated April 27, 2023 accepted by Mr. Moxness on May 2, 2023 (the “**126 Loan Agreement**”).
- 23. Pursuant to the 126 Loan Agreement, the Caisse advanced the following:
  - (a) for the purposes of a loan for 160 Albert Street East, Sault Ste. Marie in the principal amount of \$150,779.00 (the “**160 Albert Loan**”);
  - (b) for the purposes of a loan for 153 Church Street, Sault Ste. Marie in the principal amount of \$202,303.00 (the “**153 Church Loan**”);
  - (c) for the purposes of a loan for 802 Bonney Street, Sault Ste. Marie in the principal amount of \$156,969.00 (the “**802 Bonney Loan**”);
  - (d) for the purposes of a loan for 678 Albert Street West, Sault Ste. Marie in the principal amount of \$154,994.00 (the “**678 Albert Loan**”);

- (e) for the purposes of a loan for 461 John Street, Sault Ste. Marie in the principal amount of \$188,971.00 (the “**461 John Loan**”); and
- (f) for the purposes of a loan for 21 Cathcart Street, Sault Ste. Marie in the principal amount of \$180,136.00 (the “**21 Cathcart Loan**”)

(collectively referred to as the “**725626 Loans**”). Each of these loans was for a term of three (3) years, from the date of disbursement together with interest at 5.830% per annum calculated monthly and not in advance. The loans were disbursed on May 4, 2023.

### **Security**

- 24. The Caisse holds security against 126. Among others, the Caisse has entered into the following security agreements with 126:
  - (a) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264332 over lands legally described as LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario (the “**160 Albert Collateral Mortgage**”);
  - (b) an Assignment of Rents in respect of 160 Albert Street East, Sault Ste. Marie dated May 2, 2023 (the “**160 Albert Assignment of Rents**”). The 160 Albert Assignment of Rents was registered as Instrument No. AL264333 on May 4, 2023;

- (c) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264341 over lands legally described as LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario (the “**153 Church Collateral Mortgage**”);
- (d) an Assignment of Rents in respect of 153 Church Street, Sault Ste. Marie dated May 2, 2023 (the “**153 Church Assignment of Rents**”). The 153 Church Assignment of Rents was registered as Instrument No. AL264342 on May 4, 2023;
- (e) a Charge/Mortgage registered on May 8, 2023 as Instrument No. AL264467 over lands legally described as LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario (the “**802 Bonney Collateral Mortgage**”);
- (f) an Assignment of Rents in respect of 802 Bonney Street, Sault Ste. Marie dated May 2, 2023 (the “**802 Bonney Assignment of Rents**”). The 802 Bonney Assignment of Rents was registered as Instrument No. AL264468 on May 8, 2023;
- (g) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264334 over lands legally described as PT LT 2 N/S MURRAY ST PL TOWN PLOT

OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario (the "**678 Albert Collateral Mortgage**");

- (h) an Assignment of Rents in respect of 678 Albert Street West, Sault Ste. Marie dated May 2, 2023 (the "**678 Albert Assignment of Rents**"). The 678 Albert Assignment of Rents was registered as Instrument No. AL264335 on May 4, 2023;
- (i) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264336 over lands legally described as LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario (the "**461 John Collateral Mortgage**");
- (j) an Assignment of Rents in respect of 461 John Street, Sault Ste. Marie dated May 2, 2023 (the "**461 John Assignment of Rents**"). The 461 John Assignment of Rents was registered as Instrument No. AL264337 on May 4, 2023;
- (k) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264338 over lands legally described as LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario (the "**21 Cathcart Collateral Mortgage**");

- (l) an Assignment of Rents in respect of 21 Cathcart Street, Sault Ste. Marie dated May 2, 2023 (the “**21 Cathcart Assignment of Rents**”). The 21 Cathcart Assignment of Rents was registered as Instrument No. AL264339 on May 4, 2023.

**VIII. 10005 LOAN NO. 725721-PR-1 re Five Properties in Sault Ste. Marie**

- 25. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-1 Loan Agreement**”).
- 26. Pursuant to the 725721-PR-1 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$870,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

**Security**

- 27. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270313 over lands legally described as LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario (the “**16 Abbott Collateral Mortgage**”);

- (b) an Assignment of Rents in respect of 16 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the “**16 Abbott Assignment of Rents**”). The 16 Abbott Assignment of Rents was registered as Instrument No. AL270314 on September 26, 2023;
- (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270442 over lands legally described as LT 143 PL 9110 ST. MARY’S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario (the “**24 Stevens Collateral Mortgage**”);
- (d) an Assignment of Rents in respect of 24 Stevens Street, Sault Ste. Marie dated September 22, 2023 (the “**24 Stevens Assignment of Rents**”). The 24 Stevens Assignment of Rents was registered as Instrument No. AL270443 on September 28, 2023;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270328 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY’S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario (the “**35 Albert Collateral Mortgage**”);
- (f) an Assignment of Rents in respect of 35 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**35 Albert Assignment of Rents**”). The

35 Albert Assignment of Rents was registered as Instrument No. AL270329 on September 26, 2023;

- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270331 over lands legally described as PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie, Ontario (the "**37 Algoma Collateral Mortgage**");
- (h) an Assignment of Rents in respect of 37 Algoma Avenue, Sault Ste. Marie dated September 22, 2023 (the "**37 Algoma Assignment of Rents**"). The 37 Algoma Assignment of Rents was registered as Instrument No. AL270332 on September 26, 2023;
- (i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270310 over lands legally described as LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario (the "**14 Abbott Collateral Mortgage**");
- (j) an Assignment of Rents in respect of 14 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the "**14 Abbott Assignment of Rents**"). The 14 Abbott Assignment of Rents was registered as Instrument No. AL270311 on September 26, 2023;

**IX. 10005 LOAN NO. 725721-PR-2 re Five Properties in Sault Ste. Marie**

28. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-2 Loan Agreement**”).
29. Pursuant to the 725721-PR-2 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,230,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

**Security**

30. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270362 over lands legally described as LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario (the “**138 Turner Collateral Mortgage**”);
  - (b) an Assignment of Rents in respect of 138 Turner Avenue, Sault Ste. Marie dated September 22, 2023 (the “**138 Turner Assignment of Rents**”). The 138 Turner Assignment of Rents was registered as Instrument No. AL270363 on September 26, 2023;

- (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270445 over lands legally described as LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario (the "**145 Albert Collateral Mortgage**");
- (d) an Assignment of Rents in respect of 145 Albert Street West, Sault Ste. Marie dated September 22, 2023 (the "**145 Albert Assignment of Rents**"). The 145 Albert Assignment of Rents was registered as Instrument No. AL270446 on September 28, 2023;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270334 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert Street East, Sault Ste. Marie, Ontario (the "**37 Albert Collateral Mortgage**");
- (f) an Assignment of Rents in respect of 37 Albert Street East, Sault Ste. Marie dated September 22, 2023 (the "**37 Albert Assignment of Rents**"). The 37 Albert Assignment of Rents was registered as Instrument No. AL270335 on September 26, 2023;
- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270340 over lands legally described as LT 3 PL 3735 ST. MARY'S;

SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario (the “**104 Albert Collateral Mortgage**”);

- (h) an Assignment of Rents in respect of 104 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**104 Albert Assignment of Rents**”). The 104 Albert Assignment of Rents was registered as Instrument No. AL270341 on September 26, 2023;
- (i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270359 over lands legally described as PT LT 16-17 BLK A PL 286 ST. MARY’S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario (the “**115 Pim Collateral Mortgage**”);
- (j) an Assignment of Rents in respect of 115 Pim Street, Sault Ste. Marie signed September 20, 2023 (the “**115 Pim Assignment of Rents**”). The 115 Pim Assignment of Rents was registered as Instrument No. AL270360 on September 26, 2023.

**X. 10005 LOAN NO. 725721-PR-3 re Six Properties in Sault Ste. Marie**

- 31. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-3 Loan Agreement**”).

32. Pursuant to the 725721-PR-3 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,431,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 28, 2023.

### **Security**

33. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
- (a) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270502 over lands legally described as LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario (the “**317 Moody Collateral Mortgage**”);
  - (b) an Assignment of Rents in respect of 317 Moody Street, Sault Ste. Marie dated September 26, 2023 (the “**317 Moody Assignment of Rents**”). The 317 Moody Assignment of Rents was registered as Instrument No. AL270503 on September 28, 2023;
  - (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270507 over lands legally described as PT LT 16-17 PL 153 ST MARY’S AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario (the “**330 Albert Collateral Mortgage**”);

- (d) an Assignment of Rents in respect of 330 Albert Street East, Sault Ste. Marie dated September 26, 2023 (the “**330 Albert Assignment of Rents**”). The 330 Albert Assignment of Rents was registered as Instrument No. AL270508 on September 28, 2023;
- (e) a Charge/Mortgage registered on September 29, 2023 as Instrument No. AL270561 over lands legally described as PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario (the “**344 First Collateral Mortgage**”);
- (f) an Assignment of Rents in respect of 344 First Avenue, Sault Ste. Marie dated September 22, 2023 (the “**344 First Assignment of Rents**”). The 344 First Assignment of Rents was registered as Instrument No. AL270562 on September 29, 2023;
- (g) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270496 over lands legally described as LT 18-20 PL 310 ST. MARY’S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 139 Church Street, Sault Ste. Marie, Ontario (the “**139 Church Collateral Mortgage**”);

- (h) an Assignment of Rents in respect of 139 Church Street, Sault Ste. Marie dated September 22, 2023 (the “**139 Church Assignment of Rents**”). The 139 Church Assignment of Rents was registered as Instrument No. AL270497 on September 28, 2023;
- (i) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270499 over lands legally described as LT 9 PL 7657 ST. MARY’S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario (the “**292 Pim Collateral Mortgage**”);
- (j) an Assignment of Rents in respect of 292 Pim Street, Sault Ste. Marie dated September 22, 2023 (the “**292 Pim Assignment of Rents**”). The 292 Pim Assignment of Rents was registered as Instrument No. AL270500 on September 28, 2023;
- (k) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270511 over lands legally described as LT 39 PL 12983 ST. MARY’S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario (the “**353 Alexandra Collateral Mortgage**”);
- (l) an Assignment of Rents in respect of 353 Alexandra Street, Sault Ste. Marie dated September 27, 2023 (the “**353 Alexandra Assignment of Rents**”).

The 353 Alexandra Assignment of Rents was registered as Instrument No. AL270512 on September 28, 2023.

**XI. 10005 LOAN NO. 725721-PR-4 re Five Properties in Sault Ste. Marie**

34. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-4 Loan Agreement**”).
35. Pursuant to the 725721-PR-4 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$905,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on October 4, 2023.

**Security**

36. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270799 over lands legally described as LT 3 PL 9643 ST. MARY’S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario (the “**158 Trelawne Collateral Mortgage**”);
  - (b) an Assignment of Rents in respect of 158 Trelawne Avenue, Sault Ste. Marie dated October 3, 2023 (the “**158 Trelawne Assignment of Rents**”).

The 158 Trelawne Assignment of Rents was registered as Instrument No. AL270800 on October 4, 2023;

- (c) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270822 over lands legally described as LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario (the "**257 Alexandra Collateral Mortgage**");
- (d) an Assignment of Rents in respect of 257 Alexandra Street, Sault Ste. Marie dated October 2, 2023 (the "**257 Alexandra Assignment of Rents**"). The 257 Alexandra Assignment of Rents was registered as Instrument No. AL270823 on October 4, 2023;
- (e) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270802 over lands legally described as LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario (the "**159 Wellington Collateral Mortgage**");
- (f) an Assignment of Rents in respect of 159 Wellington Street East, Sault Ste. Marie dated September 22, 2023 (the "**159 Wellington Assignment of Rents**"). The 159 Wellington Assignment of Rents was registered as Instrument No. AL270803 on October 4, 2023;

- (g) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270807 over lands legally described as PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario (the "**169 Huron Collateral Mortgage**");
- (h) an Assignment of Rents in respect of 169 Huron Street, Sault Ste. Marie dated September 22, 2023 (the "**169 Huron Assignment of Rents**"). The 169 Huron Assignment of Rents was registered as Instrument No. AL270808 on October 4, 2023;
- (i) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270811 over lands legally described as PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario (the "**246 St. James Collateral Mortgage**");
- (j) an Assignment of Rents in respect of 246 St. James Street, Sault Ste. Marie dated September 22, 2023 (the "**246 St. James Assignment of Rents**"). The 246 St. James Assignment of Rents was registered as Instrument No. AL270812 on October 4, 2023.

## XII. GUARANTEES

- 37. Mr. Moxness provided personal guarantees in favour of the Caisse in respect of all indebtedness, liabilities and obligations as follows:

- (a) Specific Guarantee and Postponement of Claim dated June 28, 2022 related to the 1674 Wellington Loan Agreement (the “**1674 Wellington Guarantee**”), limited to the amount of \$600,000.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (b) Specific Guarantee and Postponement of Claim dated February 6, 2023 related to the 407 Dupont Loan Agreement (the “**407 Dupont Guarantee**”), limited to the amount of \$300,000.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (c) Specific Guarantee and Postponement of Claim dated February 22, 2023 related to the 221 Nolin Loan Agreement (the “**221 Nolin Guarantee**”), limited to the amount of \$581,000.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (d) Specific Guarantee and Postponement of Claim dated April 6, 2023 related to the 275 Bloor Loan Agreement (the “**275 Bloor Guarantee**”), limited to the amount of \$560,000.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (e) Specific Guarantee and Postponement of Claim dated April 5, 2023 related to the 55 Pelham Loan Agreement (the “**55 Pelham Guarantee**”), limited to the amount of \$806,250.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;

- (f) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 160 Albert Loan Agreement (the “**160 Albert Guarantee**”), limited to the amount of \$150,779.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (g) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 153 Church Loan Agreement (the “**153 Church Guarantee**”), limited to the amount of \$202,303.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (h) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 802 Bonney Loan Agreement (the “**802 Bonney Guarantee**”), limited to the amount of \$156,969.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (i) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 678 Albert Loan Agreement (the “**678 Albert Guarantee**”), limited to the amount of \$154,994.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;
- (j) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 461 John Loan Agreement (the “**461 John Guarantee**”), limited to the amount of \$188,971.00 in principal and interest, together with all fees and interest signed by Mr. Moxness;

- (k) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 21 Cathcart Loan Agreement (the “**21 Cathcart Guarantee**”), limited to the amount of \$180,136.00 in principal and interest, together with all fees and interest signed by Mr. Moxness; and
- (l) General Guarantee and Postponement of Claim dated September 11, 2023 related to the 725721-PR-1 Loan Agreement, 725721-PR-2 Loan Agreement, 725721-PR-3 Loan Agreement and 725721-PR-4 Loan Agreement (collectively the “**725721 Guarantee**”) limited to the amount of \$4,436,000.00 in principal and interest, together with all fees and interest signed by Mr. Moxness.

**XIII. DEFAULTS, DEMANDS AND NOTICE OF INTENTION TO ENFORCE**

- 38. Numerous events of default under the 1674 Wellington Loan, 407 Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan have occurred.
- 39. The Debtors’ defaults are existing and continuing, including, but not limited to the defaults described below:
  - (a) 129 has failed to make prompt payment of the amounts due under the 1674 Wellington Loan Agreement;
  - (b) 10003 has failed to make prompt payment of the amounts due under the 407 Dupont Loan Agreement;

- (c) 146 has failed to make prompt payment of the amounts due under the 221 Nolin Loan Agreement;
  - (d) 1483 has failed to make prompt payment of the amounts due under the 275 Bloor Loan Agreement;
  - (e) 1482 has failed to make prompt payment of the amounts due under the 55 Pelham Loan Agreement;
  - (f) 126 has failed to make prompt payment of the amounts due under the 126 Loan Agreement;
  - (g) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-1 Loan Agreement;
  - (h) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-2 Loan Agreement;
  - (i) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-3 Loan Agreement;
  - (j) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-4 Loan Agreement; and
40. On February 4, 2025, Gowling WLG (Canada) LLP (“**Gowlings**”), acting on behalf of the Caisse, issued the following to 129 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 129 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
- 41. On February 6, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10003 and Mr. Moxness as the Guarantor:
  - (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 10003 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
- 42. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 146 and Mr. Moxness as the Guarantor:
  - (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and

- (b) a Notice of Intention to Enforce Security on the property of 146 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
  
- 43. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1483 and Mr. Moxness as the Guarantor:
  - (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 1483 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
  
- 44. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1482 and Mr. Moxness as the Guarantor:
  - (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 1482 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
  
- 45. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 126 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 126 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).
46. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10005 and Mr. Moxness as the Guarantor:
- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 10005 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

#### **XIV. NEED FOR A RECEIVER**

47. As of January 31, 2025, the aggregate indebtedness of 129 due and owing to the Caisse was \$592,536.42 in addition to ongoing accrual of interest at the rate set out in the 1674 Wellington Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

48. As of February 4, 2025, the aggregate indebtedness of 10003 due and owing to the Caisse was \$530,669.08 in addition to ongoing accrual of interest at the rate set out in the 407 Dupont Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
49. As of January 31, 2025, the aggregate indebtedness of 146 due and owing to the Caisse was \$582,899.20 in addition to ongoing accrual of interest at the rate set out in the 221 Nolin Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
50. As of January 31, 2025, the aggregate indebtedness of 1483 due and owing to the Caisse was \$560,732.27 in addition to ongoing accrual of interest at the rate set out in the 275 Bloor Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
51. As of January 31, 2025, the aggregate indebtedness of 1482 due and owing to the Caisse was \$807,052.80 in addition to ongoing accrual of interest at the rate set out in the 55 Pelham Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
52. As of January 31, 2025, the aggregate indebtedness of 126 due and owing to the Caisse was \$150,642.65 for the 160 Albert Collateral Mortgage (Loan No. 725626-PR-1) plus \$202,120.24 for the 153 Church Collateral Mortgage (Loan No. 725626-PR-2) plus \$154,853.87 for the 678 Albert Collateral Mortgage (Loan No. 725626-PR-3) plus \$188,800.10 for the 461 John Collateral Mortgage (Loan No. 725626-

PR-4) plus \$179,973.08 for the 21 Cathcart Collateral Mortgage (Loan No. 725626-PR-5) plus \$156,725.87 for the 802 Bonney Collateral Mortgage (Loan No. 725626-PR-6) totalling \$1,033,115.81 in addition to ongoing accrual of interest at the rate set out in the 126 Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

53. As of January 31, 2025, the aggregate indebtedness of 10005 due and owing to the Caisse was \$882,226.81 for the 725721-PR-1 Loan Agreement plus \$1,247,294.07 for the 725721-PR-2 Loan Agreement plus \$1,460,362.98 for the 725721-PR-3 Loan Agreement plus \$916,383.46 for the 725721-PR-4 Loan Agreement totalling \$4,506,267.32 in addition to ongoing accrual of interest at the rate set out in each of the loan agreements excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
54. None of the Debtors are able to pay the Indebtedness owing on its respective loans.
55. The statutory notice periods provided for under the Demand Letters and BIA 244 Notices have all expired.
56. The Caisse has lost confidence in the management of the Debtors for all of the reasons detailed in this affidavit.
57. None of the Debtors have the ability to fund ongoing mortgage payments and this is eroding the value of the Caisse’s security position due to the accrual of the Indebtedness without meaningful repayment of the 1674 Wellington Loan, 407

Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan.

58. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of the Debtors' failure to properly operate the Businesses. The appointment of the Receiver is necessary to preserve the value of the Businesses and the Caisse's collateral.
59. Upon appointment, the Receiver will assess the state of the Debtors and determine a strategy for recovery for the benefit of all stakeholders, including communicating directly with all affected parties.
60. If this Honourable Court sees fits to make such an appointment, BDO has consented to act as Receiver. BDO is a licensed insolvency trustee and has significant experience in mandates of this nature. BDO intends to utilize the services of Richmond Advisory Services Inc. ("**Richmond**") on the property management side. Richmond has the resources to manage properties in all locations. BDO has worked extensively with Richmond on many projects for many lenders across the country. Furthermore, Richmond has several properties under management in Sault Ste. Marie currently and has developed a line of communication with municipal officials
61. It is just and convenient for the court to appoint the Receiver.
62. Section 243 of the BIA.

63. Section 101 of the CJA.
64. Rules 1.04, 3.02, 14.05(3)(d), 16.08 and 38 of the *Rules of Civil Procedure*.
65. Such further and other grounds as the lawyers may advise and this Honourable Court permits.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

1. The affidavit of Julie Chenard affirmed March 6, 2025 and the exhibits to the affidavit;
2. Such further and other evidence as the lawyers may advise and this Honourable Court permits.

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Barristers & Solicitors  
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Lawyers for the Applicant

CAISSE DESJARDINS ONTARIO CREDIT UNION

- and -

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS  
Respondents

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
HAMILTON

**NOTICE OF APPLICATION**

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Lawyers for the Applicant

File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552

# TAB B

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

APPLICATION UNDER SECTION 243(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C.43, AS AMENDED

**AFFIDAVIT OF JULIE CHENARD  
(affirmed March 6, 2025)**

I, Julie Chenard, of the Town of Magog, in the Province of Quebec, AFFIRM:

1. I am a *Directrice de comptes, Redressement/Recouvrement* (Account Director, Recovery) in the *Prêts spéciaux* (Special Loans) group at *Mouvement Desjardins* (the Desjardins Group) and I am representing Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**” or the “**Lender**”), the Applicant in this proceeding. I have personal knowledge of the matters contained in this affidavit, except where I refer to matters based on information and belief, in which case I state the source of that information or belief, and believe it to be true.

2. I make this affidavit in support of the Caisse's application for an order (the "**Appointment Order**"), among other things, appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "**CJA**") without security, over all of the property, assets and undertaking of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**"), and 1000593693 Ontario Inc. ("**10005**") (129, 10003, 146, 1483, 1482, 126 and 10005 shall collectively be referred to as the "**Debtors**") acquired for, or used in relation to, the Debtors' businesses, including all proceeds from the Debtors' businesses (the "**Property**").

#### I. THE PARTIES

3. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.
4. 129, 146, 1483, 1482 and 126 are companies that hold residential properties and rent them out (the "**Business**"). 129, 146, 1483, 1482 and 126 were incorporated pursuant to the laws of Canada, with a registered office in Hamilton, Ontario.
5. Attached as [Exhibit "1"](#) is a true copy of the Corporate Profile of 129, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 129 as of February 13, 2025. As the dissolution

of the corporation follows when annual information and returns are not completed, this is an event of default under the applicable loan agreement, identified below.

6. Attached as [Exhibit "2"](#) is a true copy of the Corporate Profile of 146, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 146 as of February 13, 2025.
7. Attached as [Exhibit "3"](#) is a true copy of the Corporate Profile of 1483, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 1483 as of February 13, 2025.
8. Attached as [Exhibit "4"](#) is a true copy of the Corporate Profile of 1482, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 1482 as of February 13, 2025.
9. Attached as [Exhibit "5"](#) is a true copy of the Corporate Profile of 126, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 126 as of February 13, 2025.
10. 10003 and 10005 are companies that hold residential properties and rent them out (the "**Business**"). 10003 and 10005 were incorporated pursuant to the laws of Ontario, with a registered office in Hamilton, Ontario.
11. Attached as [Exhibit "6"](#) is a true copy of the Corporate Profile of 10003, obtained from the Provincial ministry with a file currency date of February 18, 2025.

12. Attached as [Exhibit "7"](#) is a true copy of the Corporate Profile of 10005, obtained from the Provincial ministry with a file currency date of January 16, 2025.
13. Nels Moxness ("**Mr. Moxness**") is the principal of 129, 10003, 146, 1483, 1482, 126 and 10005 and is an officer and director of 129, 10003, 146, 1483, 1482, 126 and 10005. Mr. Moxness provided a limited guarantee of certain credit facilities, described below (the "**Guarantor**" or "**Covenantor**"), issued by the Caisse to 129, 10003, 146, 1483, 1482, 126 and 10005.
14. Mr. Moxness is named in this Application to facilitate cooperation with the Receiver, once appointed.

**II. 129 LOAN NO. 725510-PR-1 re 1674 Wellington Street East, Sault Ste Marie**

15. The Caisse (as lender), 129 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on June 28, 2023 (the "**1674 Wellington Loan Agreement**"). Attached as [Exhibit "8"](#) is a true copy of the 1674 Wellington Loan Agreement.
16. Pursuant to the 1674 Wellington Loan Agreement, the Caisse advanced a loan in the total principal amount of \$600,000.00, for a term of two (2) years, from the date of disbursement together with interest at 5.720% per annum calculated monthly and not in advance. The loan was disbursed on July 7, 2022.

## Security

17. The Caisse holds security against 129. Among others, the Caisse has entered into the following security agreements with 129:
  - (a) a Charge/Mortgage registered on July 7, 2022 as Instrument No. AL251078 over lands legally described as LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario (the "**1674 Wellington Collateral Mortgage**"). Attached as [Exhibit "9"](#) is a true copy of the 1674 Wellington Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 1674 Wellington Street East, Sault Ste. Marie dated July 6, 2022 (the "**1674 Wellington Assignment of Rents**"). Attached as [Exhibit "10"](#) is a true copy of the 1674 Wellington Assignment of Rents. The 1674 Wellington Assignment of Rents was registered as Instrument No. AL251079 on July 7, 2022. Attached as [Exhibit "11"](#) is a true copy of the Notice of Assignment of Rents.
18. Attached as [Exhibit "12"](#) is a true copy of the Parcel Register 1674 Wellington Street East, Sault Ste. Marie with a currency date of January 14, 2025.
19. The personal property security of the Caisse was perfected on July 6, 2022 by registration against 129 as related to the applicable personal property of 129 in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the "**Ontario PPSA**") under File No. 784655361 and

Registration No. 20220706 1217 5064 2855 (with respect to the 1674 Wellington Assignment of Rents). Attached as [Exhibit "13"](#) is a true copy of the Ontario PPSA search against 129, with a file currency date of February 17, 2025.

**III. 10003 LOAN NO. 725591-PR-1 re 407 Dupont Street, Sudbury**

20. The Caisse (as lender), 10003 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 6, 2023 (the "**407 Dupont Loan Agreement**"). Attached as [Exhibit "14"](#) is a true copy of the 407 Dupont Loan Agreement.
21. Pursuant to the 407 Dupont Loan Agreement, the Caisse advanced a loan in the total principal amount of \$530,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.210% per annum calculated monthly and not in advance. The loan was disbursed on February 23, 2023.

**Security**

22. The Caisse holds security against 10003. Among others, the Caisse has entered into the following security agreements with 10003:
  - (a) a Charge/Mortgage registered on February 23, 2023 as Instrument No. SD471300 over lands legally described as PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally known as 407 Dupont Street, Sudbury, Ontario (the "**407 Dupont Collateral Mortgage**"). Attached as [Exhibit "15"](#) is a true copy of the 407 Dupont Collateral Mortgage;

(b) an Assignment of Rents in respect of 407 Dupont Street, Sudbury dated February 6, 2023 (the “**407 Dupont Assignment of Rents**”). Attached as [Exhibit “16”](#) is a true copy of the 407 Dupont Assignment of Rents. The 407 Dupont Assignment of Rents was registered as Instrument No. SD471301 on February 23, 2023. Attached as [Exhibit “17”](#) is a true copy of the Notice of Assignment of Rents.

23. Attached as [Exhibit “18”](#) is a true copy of the Parcel Register 407 Dupont Street, Sudbury with a currency date of February 5, 2025.

**IV. 146 LOAN NO. 725595-PR-1 re 221 Nolin Street, Sudbury**

24. The Caisse (as lender), 146 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 22, 2023 (the “**221 Nolin Loan Agreement**”). Attached as [Exhibit “19”](#) is a true copy of the 221 Nolin Loan Agreement.

25. Pursuant to the 221 Nolin Loan Agreement, the Caisse advanced a loan in the total principal amount of \$581,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.900% per annum calculated monthly and not in advance. The loan was disbursed on March 2, 2023.

## Security

26. The Caisse holds security against 146. Among others, the Caisse has entered into the following security agreements with 146:
- (a) a Charge/Mortgage registered on March 2, 2023 as Instrument No. SD471762 over lands legally described as LOT 9, PLAN 45SB CITY OF SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario (the “**221 Nolin Collateral Mortgage**”). Attached as [Exhibit “20”](#) is a true copy of the 221 Nolin Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 221 Nolin Street, Sudbury, Ontario was signed February 16, 2023 (the “**221 Nolin Assignment of Rents**”). Attached as [Exhibit “21”](#) is a true copy of the Notice of Assignment of Rents registered as Instrument No. SD471763 on March 2, 2023 which attaches the 221 Nolin Assignment of Rents.
27. Attached as [Exhibit “22”](#) is a true copy of the Parcel Register 221 Nolin Street, Sudbury with a currency date of January 9, 2025.

## V. 1483 LOAN NO. 725625-PR-1 re 275 Bloor Street, Sudbury

28. The Caisse (as lender), 1483 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 6, 2023 (the “**275 Bloor Loan**”).

**Agreement**”). Attached as [Exhibit “23”](#) is a true copy of the 275 Bloor Loan Agreement.

29. Pursuant to the 275 Bloor Loan Agreement, the Caisse advanced a loan in the total principal amount of \$560,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 20, 2023.

### **Security**

30. The Caisse holds security against 1483. Among others, the Caisse has entered into the following security agreements with 1483:
- (a) a Charge/Mortgage registered on April 20, 2023 as Instrument No. SD474110 over lands legally described as LOT 22, PLAN 1SC CITY OF SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario (the “**275 Bloor Collateral Mortgage**”). Attached as [Exhibit “24”](#) is a true copy of the 275 Bloor Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 275 Bloor Street, Sudbury dated April 18, 2023 (the “**275 Bloor Assignment of Rents**”). Attached as [Exhibit “25”](#) is a true copy of the 275 Bloor Assignment of Rents. The 275 Bloor Assignment of Rents was registered as Instrument No. SD474111 on April

20, 2023. Attached as [Exhibit "26"](#) is a true copy of the Notice of Assignment of Rents.

31. Attached as [Exhibit "27"](#) is a true copy of the Parcel Register 275 Bloor Street, Sudbury with a currency date of January 9, 2025.

**VI. 1482 LOAN NO. 725624-PR-1 re 55 Pelham Road, St. Catharines**

32. The Caisse (as lender), 1482 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 5, 2023 (the "**55 Pelham Loan Agreement**"). Attached as [Exhibit "28"](#) is a true copy of the 55 Pelham Loan Agreement.
33. Pursuant to the 55 Pelham Loan Agreement, the Caisse advanced a loan in the total principal amount of \$806,250.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 21, 2023.

**Security**

34. The Caisse holds security against 1482. Among others, the Caisse has entered into the following security agreements with 1482:
  - (a) a Charge/Mortgage registered on April 21, 2023 as Instrument No. NR640079 over lands legally described as LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55 Pelham Road, St. Catharines, Ontario (the "**55 Pelham Collateral**

**Mortgage**”). Attached as [Exhibit “29”](#) is a true copy of the 55 Pelham Collateral Mortgage;

- (b) an Assignment of Rents in respect of 55 Pelham Road, St. Catharines was signed April 19, 2023 (the “**55 Pelham Assignment of Rents**”). Attached as [Exhibit “30”](#) is a true copy of the 55 Pelham Assignment of Rents. The 55 Pelham Assignment of Rents was registered as Instrument No. NR640080 on April 21, 2023. Attached as [Exhibit “31”](#) is a true copy of the Notice of Assignment of Rents.

- 35. Attached as [Exhibit “32”](#) is a true copy of the Parcel Register 55 Pelham Road, St. Catharines with a currency date of January 14, 2025.

**VII. 126 LOAN NO. 725626 re Six Properties in Sault Ste. Marie**

- 36. The Caisse (as lender) offered financing to 126 (as borrower), and Mr. Moxness (as guarantor) by a letter dated April 27, 2023 accepted by Mr. Moxness on May 2, 2023 (the “**126 Loan Agreement**”). Attached as [Exhibit “33”](#) is a true copy of the 126 Loan Agreement.

- 37. Pursuant to the 126 Loan Agreement, the Caisse advanced the following:

- (a) for the purposes of a loan for 160 Albert Street East, Sault Ste. Marie in the principal amount of \$150,779.00 (the “**160 Albert Loan**”);
- (b) for the purposes of a loan for 153 Church Street, Sault Ste. Marie in the principal amount of \$202,303.00 (the “**153 Church Loan**”);

- (c) for the purposes of a loan for 802 Bonney Street, Sault Ste. Marie in the principal amount of \$156,969.00 (the “**802 Bonney Loan**”);
- (d) for the purposes of a loan for 678 Albert Street West, Sault Ste. Marie in the principal amount of \$154,994.00 (the “**678 Albert Loan**”);
- (e) for the purposes of a loan for 461 John Street, Sault Ste. Marie in the principal amount of \$188,971.00 (the “**461 John Loan**”); and
- (f) for the purposes of a loan for 21 Cathcart Street, Sault Ste. Marie in the principal amount of \$180,136.00 (the “**21 Cathcart Loan**”)

(collectively referred to as the “**725626 Loans**”). Each of these loans was for a term of three (3) years, from the date of disbursement together with interest at 5.830% per annum calculated monthly and not in advance. The loans were disbursed on May 4, 2023.

### **Security**

- 38. The Caisse holds security against 126. Among others, the Caisse has entered into the following security agreements with 126:
  - (a) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264332 over lands legally described as LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario (the “**160 Albert Collateral**”)

**Mortgage**). Attached as [Exhibit "34"](#) is a true copy of the 160 Albert Collateral Mortgage;

- (b) an Assignment of Rents in respect of 160 Albert Street East, Sault Ste. Marie dated May 2, 2023 (the "**160 Albert Assignment of Rents**"). Attached as [Exhibit "35"](#) is a true copy of the 160 Albert Assignment of Rents. The 160 Albert Assignment of Rents was registered as Instrument No. AL264333 on May 4, 2023. Attached as [Exhibit "36"](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264341 over lands legally described as LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario (the "**153 Church Collateral Mortgage**"). Attached as [Exhibit "37"](#) is a true copy of the 153 Church Collateral Mortgage;
- (d) an Assignment of Rents in respect of 153 Church Street, Sault Ste. Marie dated May 2, 2023 (the "**153 Church Assignment of Rents**"). Attached as [Exhibit "38"](#) is a true copy of the 153 Church Assignment of Rents. The 153 Church Assignment of Rents was registered as Instrument No. AL264342 on May 4, 2023. Attached as [Exhibit "39"](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on May 8, 2023 as Instrument No. AL264467 over lands legally described as LT 45 PL 1598 KORAH; PT LANE PL 1598

KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario (the “**802 Bonney Collateral Mortgage**”). Attached as [Exhibit “40”](#) is a true copy of the 802 Bonney Collateral Mortgage;

- (f) an Assignment of Rents in respect of 802 Bonney Street, Sault Ste. Marie dated May 2, 2023 (the “**802 Bonney Assignment of Rents**”). Attached as [Exhibit “41”](#) is a true copy of the 802 Bonney Assignment of Rents. The 802 Bonney Assignment of Rents was registered as Instrument No. AL264468 on May 8, 2023. Attached as [Exhibit “42”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264334 over lands legally described as PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario (the “**678 Albert Collateral Mortgage**”). Attached as [Exhibit “43”](#) is a true copy of the 678 Albert Collateral Mortgage;
- (h) an Assignment of Rents in respect of 678 Albert Street West, Sault Ste. Marie dated May 2, 2023 (the “**678 Albert Assignment of Rents**”). Attached as [Exhibit “44”](#) is a true copy of the 678 Albert Assignment of Rents. The 678 Albert Assignment of Rents was registered as Instrument

No. AL264335 on May 4, 2023. Attached as [Exhibit “45”](#) is a true copy of the Notice of Assignment of Rents;

- (i) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264336 over lands legally described as LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario (the “**461 John Collateral Mortgage**”). Attached as [Exhibit “46”](#) is a true copy of the 461 John Collateral Mortgage;
- (j) an Assignment of Rents in respect of 461 John Street, Sault Ste. Marie dated May 2, 2023 (the “**461 John Assignment of Rents**”). Attached as [Exhibit “47”](#) is a true copy of the 461 John Assignment of Rents. The 461 John Assignment of Rents was registered as Instrument No. AL264337 on May 4, 2023. Attached as [Exhibit “48”](#) is a true copy of the Notice of Assignment of Rents;
- (k) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264338 over lands legally described as LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario (the “**21 Cathcart Collateral Mortgage**”). Attached as [Exhibit “49”](#) is a true copy of the 21 Cathcart Collateral Mortgage;

(l) an Assignment of Rents in respect of 21 Cathcart Street, Sault Ste. Marie dated May 2, 2023 (the “**21 Cathcart Assignment of Rents**”). Attached as [Exhibit “50”](#) is a true copy of the 21 Cathcart Assignment of Rents. The 21 Cathcart Assignment of Rents was registered as Instrument No. AL264339 on May 4, 2023. Attached as [Exhibit “51”](#) is a true copy of the Notice of Assignment of Rents.

39. Attached collectively as [Exhibit “52”](#) are true copies of the Parcel Registers for 160 Albert Street East, Sault Ste. Marie; 153 Church Street, Sault Ste. Marie; 802 Bonney Street, Sault Ste. Marie; 678 Albert Street West, Sault Ste. Marie; 461 John Street, Sault Ste. Marie; and 21 Cathcart Street, Sault Ste. Marie with currency dates of January 14, 2025.

**VIII. 10005 LOAN NO. 725721-PR-1 re Five Properties in Sault Ste. Marie**

40. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-1 Loan Agreement**”). Attached as [Exhibit “53”](#) is a true copy of the 725721-PR-1 Loan Agreement.

41. Pursuant to the 725721-PR-1 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$870,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

## Security

42. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
- (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270313 over lands legally described as LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario (the "**16 Abbott Collateral Mortgage**"). Attached as [Exhibit "54"](#) is a true copy of the 16 Abbott Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 16 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the "**16 Abbott Assignment of Rents**"). Attached as [Exhibit "55"](#) is a true copy of the 16 Abbott Assignment of Rents. The 16 Abbott Assignment of Rents was registered as Instrument No. AL270314 on September 26, 2023. Attached as [Exhibit "56"](#) is a true copy of the Notice of Assignment of Rents;
  - (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270442 over lands legally described as LT 143 PL 9110 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario (the "**24 Stevens Collateral Mortgage**"). Attached as [Exhibit "57"](#) is a true copy of the 24 Stevens Collateral Mortgage;

- (d) an Assignment of Rents in respect of 24 Stevens Street, Sault Ste. Marie dated September 22, 2023 (the “**24 Stevens Assignment of Rents**”). Attached as [Exhibit “58”](#) is a true copy of the 24 Stevens Assignment of Rents. The 24 Stevens Assignment of Rents was registered as Instrument No. AL270443 on September 28, 2023. Attached as [Exhibit “59”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270328 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY’S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario (the “**35 Albert Collateral Mortgage**”). Attached as [Exhibit “60”](#) is a true copy of the 35 Albert Collateral Mortgage;
- (f) an Assignment of Rents in respect of 35 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**35 Albert Assignment of Rents**”). Attached as [Exhibit “61”](#) is a true copy of the 35 Albert Assignment of Rents. The 35 Albert Assignment of Rents was registered as Instrument No. AL270329 on September 26, 2023. Attached as [Exhibit “62”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270331 over lands legally described as PT LT 3 BLK 15 PL 285 ST. MARY’S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie,

Ontario (the “**37 Algoma Collateral Mortgage**”). Attached as [Exhibit “63”](#) is a true copy of the 37 Algoma Collateral Mortgage;

- (h) an Assignment of Rents in respect of 37 Algoma Avenue, Sault Ste. Marie dated September 22, 2023 (the “**37 Algoma Assignment of Rents**”). Attached as [Exhibit “64”](#) is a true copy of the 37 Algoma Assignment of Rents. The 37 Algoma Assignment of Rents was registered as Instrument No. AL270332 on September 26, 2023. Attached as [Exhibit “65”](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270310 over lands legally described as LT 9 PL 1002 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario (the “**14 Abbott Collateral Mortgage**”). Attached as [Exhibit “66”](#) is a true copy of the 14 Abbott Collateral Mortgage;
- (j) an Assignment of Rents in respect of 14 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the “**14 Abbott Assignment of Rents**”). Attached as [Exhibit “67”](#) is a true copy of the 14 Abbott Assignment of Rents. The 14 Abbott Assignment of Rents was registered as Instrument No. AL270311 on September 26, 2023. Attached as [Exhibit “68”](#) is a true copy of the Notice of Assignment of Rents;

43. Attached collectively as [Exhibit “69”](#) are true copies of the Parcel Registers for 16 Abbott Street, Sault Ste. Marie; 24 Stevens Street, Sault Ste. Marie; 35 Albert

Street East, Sault Ste. Marie; 37 Algoma Avenue, Sault Ste. Marie; and 14 Abbott Street, Sault Ste. Marie with currency dates of January 14, 2025.

**IX. 10005 LOAN NO. 725721-PR-2 re Five Properties in Sault Ste. Marie**

44. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-2 Loan Agreement**”). Attached as [Exhibit “70”](#) is a true copy of the 725721-PR-2 Loan Agreement
45. Pursuant to the 725721-PR-2 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,230,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

**Security**

46. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270362 over lands legally described as LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario (the “**138 Turner Collateral Mortgage**”). Attached as [Exhibit “71”](#) is a true copy of the 138 Turner Collateral Mortgage;

- (b) an Assignment of Rents in respect of 138 Turner Avenue, Sault Ste. Marie dated September 22, 2023 (the “**138 Turner Assignment of Rents**”). Attached as [Exhibit “72”](#) is a true copy of the 138 Turner Assignment of Rents. The 138 Turner Assignment of Rents was registered as Instrument No. AL270363 on September 26, 2023. Attached as [Exhibit “73”](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270445 over lands legally described as LT 6 PL 17553 ST. MARY’S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario (the “**145 Albert Collateral Mortgage**”). Attached as [Exhibit “74”](#) is a true copy of the 145 Albert Collateral Mortgage;
- (d) an Assignment of Rents in respect of 145 Albert Street West, Sault Ste. Marie dated September 22, 2023 (the “**145 Albert Assignment of Rents**”). Attached as [Exhibit “75”](#) is a true copy of the 145 Albert Assignment of Rents. The 145 Albert Assignment of Rents was registered as Instrument No. AL270446 on September 28, 2023. Attached as [Exhibit “76”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270334 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY’S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert

Street East, Sault Ste. Marie, Ontario (the “**37 Albert Collateral Mortgage**”). Attached as [Exhibit “77”](#) is a true copy of the 37 Albert Collateral Mortgage;

- (f) an Assignment of Rents in respect of 37 Albert Street East, Sault Ste. Marie dated September 22, 2023 (the “**37 Albert Assignment of Rents**”). Attached as [Exhibit “78”](#) is a true copy of the 37 Albert Assignment of Rents. The 37 Albert Assignment of Rents was registered as Instrument No. AL270335 on September 26, 2023. Attached as [Exhibit “79”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270340 over lands legally described as LT 3 PL 3735 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario (the “**104 Albert Collateral Mortgage**”). Attached as [Exhibit “80”](#) is a true copy of the 104 Albert Collateral Mortgage;
- (h) an Assignment of Rents in respect of 104 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**104 Albert Assignment of Rents**”). Attached as [Exhibit “81”](#) is a true copy of the 104 Albert Assignment of Rents. The 104 Albert Assignment of Rents was registered as Instrument No. AL270341 on September 26, 2023. Attached as [Exhibit “82”](#) is a true copy of the Notice of Assignment of Rents;

(i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270359 over lands legally described as PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario (the "**115 Pim Collateral Mortgage**"). Attached as [Exhibit "83"](#) is a true copy of the 115 Pim Collateral Mortgage;

(j) an Assignment of Rents in respect of 115 Pim Street, Sault Ste. Marie signed September 20, 2023 (the "**115 Pim Assignment of Rents**"). Attached as [Exhibit "84"](#) is a true copy of the 115 Pim Assignment of Rents. The 115 Pim Assignment of Rents was registered as Instrument No. AL270360 on September 26, 2023. Attached as [Exhibit "85"](#) is a true copy of the Notice of Assignment of Rents.

47. Attached collectively as [Exhibit "86"](#) are true copies of the Parcel Registers for 138 Turner Avenue, Sault Ste. Marie; 145 Albert Street, Sault Ste. Marie; 37 Albert Street East, Sault Ste. Marie; 104 Albert Street East, Sault Ste. Marie; and 115 Pim Street, Sault Ste. Marie with currency dates of January 14, 2025.

**X. 10005 LOAN NO. 725721-PR-3 re Six Properties in Sault Ste. Marie**

48. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the "**725721-PR-3 Loan Agreement**"). Attached as [Exhibit "87"](#) is a true copy of the 725721-PR-3 Loan Agreement

49. Pursuant to the 725721-PR-3 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,431,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 28, 2023.

### **Security**

50. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
- (a) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270502 over lands legally described as LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario (the “**317 Moody Collateral Mortgage**”). Attached as [Exhibit “88”](#) is a true copy of the 317 Moody Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 317 Moody Street, Sault Ste. Marie dated September 26, 2023 (the “**317 Moody Assignment of Rents**”). Attached as [Exhibit “89”](#) is a true copy of the 317 Moody Assignment of Rents. The 317 Moody Assignment of Rents was registered as Instrument No. AL270503 on September 28, 2023. Attached as [Exhibit “90”](#) is a true copy of the Notice of Assignment of Rents;
  - (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270507 over lands legally described as PT LT 16-17 PL 153 ST MARY’S

AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario (the “**330 Albert Collateral Mortgage**”). Attached as [Exhibit “91”](#) is a true copy of the 330 Albert Collateral Mortgage;

(d) an Assignment of Rents in respect of 330 Albert Street East, Sault Ste. Marie dated September 26, 2023 (the “**330 Albert Assignment of Rents**”). Attached as [Exhibit “92”](#) is a true copy of the 330 Albert Assignment of Rents. The 330 Albert Assignment of Rents was registered as Instrument No. AL270508 on September 28, 2023. Attached as [Exhibit “93”](#) is a true copy of the Notice of Assignment of Rents;

(e) a Charge/Mortgage registered on September 29, 2023 as Instrument No. AL270561 over lands legally described as PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario (the “**344 First Collateral Mortgage**”). Attached as [Exhibit “94”](#) is a true copy of the 344 First Collateral Mortgage;

(f) an Assignment of Rents in respect of 344 First Avenue, Sault Ste. Marie dated September 22, 2023 (the “**344 First Assignment of Rents**”). Attached as [Exhibit “95”](#) is a true copy of the 344 First Assignment of

Rents. The 344 First Assignment of Rents was registered as Instrument No. AL270562 on September 29, 2023. Attached as [Exhibit "96"](#) is a true copy of the Notice of Assignment of Rents;

- (g) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270496 over lands legally described as LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 139 Church Street, Sault Ste. Marie, Ontario (the "**139 Church Collateral Mortgage**"). Attached as [Exhibit "97"](#) is a true copy of the 139 Church Collateral Mortgage;
- (h) an Assignment of Rents in respect of 139 Church Street, Sault Ste. Marie dated September 22, 2023 (the "**139 Church Assignment of Rents**"). Attached as [Exhibit "98"](#) is a true copy of the 139 Church Assignment of Rents. The 139 Church Assignment of Rents was registered as Instrument No. AL270497 on September 28, 2023. Attached as [Exhibit "99"](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270499 over lands legally described as LT 9 PL 7657 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario (the "**292 Pim Collateral Mortgage**"). Attached as [Exhibit "100"](#) is a true copy of the 292 Pim Collateral Mortgage;

- (j) an Assignment of Rents in respect of 292 Pim Street, Sault Ste. Marie dated September 22, 2023 (the “**292 Pim Assignment of Rents**”). Attached as [Exhibit “101”](#) is a true copy of the 292 Pim Assignment of Rents. The 292 Pim Assignment of Rents was registered as Instrument No. AL270500 on September 28, 2023. Attached as [Exhibit “102”](#) is a true copy of the Notice of Assignment of Rents;
  - (k) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270511 over lands legally described as LT 39 PL 12983 ST. MARY’S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario (the “**353 Alexandra Collateral Mortgage**”). Attached as [Exhibit “103”](#) is a true copy of the 353 Alexandra Collateral Mortgage;
  - (l) an Assignment of Rents in respect of 353 Alexandra Street, Sault Ste. Marie dated September 27, 2023 (the “**353 Alexandra Assignment of Rents**”). Attached as [Exhibit “104”](#) is a true copy of the 353 Alexandra of Rents. The 353 Alexandra Assignment of Rents was registered as Instrument No. AL270512 on September 28, 2023. Attached as [Exhibit “105”](#) is a true copy of the Notice of Assignment of Rents.
51. Attached collectively as [Exhibit “106”](#) are true copies of the Parcel Registers for 317 Moody Street, Sault Ste. Marie; 330 Albert Street East, Sault Ste. Marie; 344 First Avenue, Sault Ste. Marie; 139 Church Street, Sault Ste. Marie; 292 Pim

Street, Sault Ste. Marie; and 353 Alexandra Street, Sault Ste. Marie with currency dates of January 14, 2025.

**XI. 10005 LOAN NO. 725721-PR-4 re Five Properties in Sault Ste. Marie**

52. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-4 Loan Agreement**”). Attached as [Exhibit “107”](#) is a true copy of the 725721-PR-4 Loan Agreement
53. Pursuant to the 725721-PR-4 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$905,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on October 4, 2023.

**Security**

54. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270799 over lands legally described as LT 3 PL 9643 ST. MARY’S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario (the “**158 Trelawne Collateral Mortgage**”). Attached as [Exhibit “108”](#) is a true copy of the 158 Trelawne Collateral Mortgage;

- (b) an Assignment of Rents in respect of 158 Trelawne Avenue, Sault Ste. Marie dated October 3, 2023 (the “**158 Trelawne Assignment of Rents**”). Attached as [Exhibit “109”](#) is a true copy of the 158 Trelawne Assignment of Rents. The 158 Trelawne Assignment of Rents was registered as Instrument No. AL270800 on October 4, 2023. Attached as [Exhibit “110”](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270822 over lands legally described as LT 58 PL 12983 ST. MARY’S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario (the “**257 Alexandra Collateral Mortgage**”). Attached as [Exhibit “111”](#) is a true copy of the 257 Alexandra Collateral Mortgage;
- (d) an Assignment of Rents in respect of 257 Alexandra Street, Sault Ste. Marie dated October 2, 2023 (the “**257 Alexandra Assignment of Rents**”). Attached as [Exhibit “112”](#) is a true copy of the 257 Alexandra Assignment of Rents. The 257 Alexandra Assignment of Rents was registered as Instrument No. AL270823 on October 4, 2023. Attached as [Exhibit “113”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270802 over lands legally described as LT 2 PL 24640 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario (the “**159 Wellington**”

**Collateral Mortgage**”). Attached as [Exhibit “114”](#) is a true copy of the 159 Wellington Collateral Mortgage;

- (f) an Assignment of Rents in respect of 159 Wellington Street East, Sault Ste. Marie dated September 22, 2023 (the “**159 Wellington Assignment of Rents**”). Attached as [Exhibit “115”](#) is a true copy of the 159 Wellington Assignment of Rents. The 159 Wellington Assignment of Rents was registered as Instrument No. AL270803 on October 4, 2023. Attached as [Exhibit “116”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270807 over lands legally described as PT LT 48-50 PL 12983 ST. MARY’S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario (the “**169 Huron Collateral Mortgage**”). Attached as [Exhibit “117”](#) is a true copy of the 169 Huron Collateral Mortgage;
- (h) an Assignment of Rents in respect of 169 Huron Street, Sault Ste. Marie dated September 22, 2023 (the “**169 Huron Assignment of Rents**”). Attached as [Exhibit “118”](#) is a true copy of the 169 Huron Assignment of Rents. The 169 Huron Assignment of Rents was registered as Instrument No. AL270808 on October 4, 2023. Attached as [Exhibit “119”](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270811 over lands legally described as PT LT 174 PL 727 KORAH AS

IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario (the “**246 St. James Collateral Mortgage**”). Attached as [Exhibit “120”](#) is a true copy of the 246 St. James Collateral Mortgage;

- (j) an Assignment of Rents in respect of 246 St. James Street, Sault Ste. Marie dated September 22, 2023 (the “**246 St. James Assignment of Rents**”). Attached as [Exhibit “121”](#) is a true copy of the 246 St. James Assignment of Rents. The 246 St. James Assignment of Rents was registered as Instrument No. AL270812 on October 4, 2023. Attached as [Exhibit “122”](#) is a true copy of the Notice of Assignment of Rents.

- 55. Attached collectively as [Exhibit “123”](#) are true copies of the Parcel Registers for 158 Trelawne Avenue, Sault Ste. Marie; 257 Alexandra Street, Sault Ste. Marie; 159 Wellington Street East, Sault Ste. Marie; 169 Huron Street, Sault Ste. Marie; and 246 St. James Street, Sault Ste. Marie with currency dates of January 14, 2025.

## **XII. GUARANTEES**

- 56. Mr. Moxness provided personal guarantees in favour of the Caisse in respect of all indebtedness, liabilities and obligations as follows:

- (a) Specific Guarantee and Postponement of Claim dated June 28, 2022 related to the 1674 Wellington Loan Agreement (the “**1674 Wellington Guarantee**”), limited to the amount of \$600,000.00 in principal and interest,

together with all fees and interest. Attached as [Exhibit "124"](#) is a true copy of the 1674 Wellington Guarantee signed by Mr. Moxness;

- (b) Specific Guarantee and Postponement of Claim dated February 6, 2023 related to the 407 Dupont Loan Agreement (the "**407 Dupont Guarantee**"), limited to the amount of \$300,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "125"](#) is a true copy of the 407 Dupont Guarantee signed by Mr. Moxness;
- (c) Specific Guarantee and Postponement of Claim dated February 22, 2023 related to the 221 Nolin Loan Agreement (the "**221 Nolin Guarantee**"), limited to the amount of \$581,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "126"](#) is a true copy of the 221 Nolin Guarantee signed by Mr. Moxness;
- (d) Specific Guarantee and Postponement of Claim dated April 6, 2023 related to the 275 Bloor Loan Agreement (the "**275 Bloor Guarantee**"), limited to the amount of \$560,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "127"](#) is a true copy of the 275 Bloor Guarantee signed by Mr. Moxness;
- (e) Specific Guarantee and Postponement of Claim dated April 5, 2023 related to the 55 Pelham Loan Agreement (the "**55 Pelham Guarantee**"), limited to the amount of \$806,250.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "128"](#) is a true copy of the 55 Pelham Guarantee signed by Mr. Moxness;

- (f) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 160 Albert Loan Agreement (the “**160 Albert Guarantee**”), limited to the amount of \$150,779.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “129”](#) is a true copy of the 160 Albert Guarantee signed by Mr. Moxness;
- (g) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 153 Church Loan Agreement (the “**153 Church Guarantee**”), limited to the amount of \$202,303.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “130”](#) is a true copy of the 153 Church Guarantee signed by Mr. Moxness;
- (h) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 802 Bonney Loan Agreement (the “**802 Bonney Guarantee**”), limited to the amount of \$156,969.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “131”](#) is a true copy of the 802 Bonney Guarantee signed by Mr. Moxness;
- (i) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 678 Albert Loan Agreement (the “**678 Albert Guarantee**”), limited to the amount of \$154,994.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “132”](#) is a true copy of the 678 Albert Guarantee signed by Mr. Moxness;
- (j) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 461 John Loan Agreement (the “**461 John Guarantee**”), limited to the

amount of \$188,971.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "133"](#) is a true copy of the 461 John Guarantee signed by Mr. Moxness;

- (k) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 21 Cathcart Loan Agreement (the "**21 Cathcart Guarantee**"), limited to the amount of \$180,136.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "134"](#) is a true copy of the 21 Cathcart Guarantee signed by Mr. Moxness; and
- (l) General Guarantee and Postponement of Claim dated September 11, 2023 related to the 725721-PR-1 Loan Agreement, 725721-PR-2 Loan Agreement, 725721-PR-3 Loan Agreement and 725721-PR-4 Loan Agreement (collectively the "**725721 Guarantee**") limited to the amount of \$4,436,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "135"](#) is a true copy of the 725721 Guarantee signed by Mr. Moxness.

### **XIII. DEFAULTS, DEMANDS AND NOTICE OF INTENTION TO ENFORCE**

- 57. Numerous events of default under the 1674 Wellington Loan, 407 Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan have occurred.
- 58. The Debtors' defaults are existing and continuing, including, but not limited to the defaults described below:

- (a) 129 has failed to make prompt payment of the amounts due under the 1674 Wellington Loan Agreement;
- (b) 10003 has failed to make prompt payment of the amounts due under the 407 Dupont Loan Agreement;
- (c) 146 has failed to make prompt payment of the amounts due under the 221 Nolin Loan Agreement;
- (d) 1483 has failed to make prompt payment of the amounts due under the 275 Bloor Loan Agreement;
- (e) 1482 has failed to make prompt payment of the amounts due under the 55 Pelham Loan Agreement;
- (f) 126 has failed to make prompt payment of the amounts due under the 126 Loan Agreement;
- (g) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-1 Loan Agreement;
- (h) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-2 Loan Agreement;
- (i) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-3 Loan Agreement;
- (j) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-4 Loan Agreement; and

59. On February 4, 2025, Gowling WLG (Canada) LLP (“**Gowlings**”), acting on behalf of the Caisse, issued the following to 129 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 129 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "136"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

60. On February 6, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10003 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 10003 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "137"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

61. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 146 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 146 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "138"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

62. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1483 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 1483 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "139"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

63. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1482 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 1482 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "140"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

64. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 126 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 126 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "141"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

65. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10005 and Mr. Moxness as the Guarantor:
- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 10005 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "142"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

#### **XIV. NEED FOR A RECEIVER**

66. As of January 31, 2025, the aggregate indebtedness of 129 due and owing to the Caisse was \$592,536.42 in addition to ongoing accrual of interest at the rate set out in the 1674 Wellington Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
67. As of February 4, 2025, the aggregate indebtedness of 10003 due and owing to the Caisse was \$530,669.08 in addition to ongoing accrual of interest at the rate set out in the 407 Dupont Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

68. As of January 31, 2025, the aggregate indebtedness of 146 due and owing to the Caisse was \$582,899.20 in addition to ongoing accrual of interest at the rate set out in the 221 Nolin Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
69. As of January 31, 2025, the aggregate indebtedness of 1483 due and owing to the Caisse was \$560,732.27 in addition to ongoing accrual of interest at the rate set out in the 275 Bloor Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
70. As of January 31, 2025, the aggregate indebtedness of 1482 due and owing to the Caisse was \$807,052.80 in addition to ongoing accrual of interest at the rate set out in the 55 Pelham Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
71. As of January 31, 2025, the aggregate indebtedness of 126 due and owing to the Caisse was \$150,642.65 for the 160 Albert Collateral Mortgage (Loan No. 725626-PR-1) plus \$202,120.24 for the 153 Church Collateral Mortgage (Loan No. 725626-PR-2) plus \$154,853.87 for the 678 Albert Collateral Mortgage (Loan No. 725626-PR-3) plus \$188,800.10 for the 461 John Collateral Mortgage (Loan No. 725626-PR-4) plus \$179,973.08 for the 21 Cathcart Collateral Mortgage (Loan No. 725626-PR-5) plus \$156,725.87 for the 802 Bonney Collateral Mortgage (Loan No. 725626-PR-6) totalling \$1,033,115.81 in addition to ongoing accrual of interest at the rate set out in the 126 Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

72. As of January 31, 2025, the aggregate indebtedness of 10005 due and owing to the Caisse was \$882,226.81 for the 725721-PR-1 Loan Agreement plus \$1,247,294.07 for the 725721-PR-2 Loan Agreement plus \$1,460,362.98 for the 725721-PR-3 Loan Agreement plus \$916,383.46 for the 725721-PR-4 Loan Agreement totalling \$4,506,267.32 in addition to ongoing accrual of interest at the rate set out in each of the loan agreements excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
73. None of the Debtors are able to pay the Indebtedness owing on its respective loans.
74. The statutory notice periods provided for under the Demand Letters and BIA 244 Notices have all expired.
75. The Caisse has lost confidence in the management of the Debtors for all of the reasons detailed in this affidavit.
76. None of the Debtors have the ability to fund ongoing mortgage payments and this is eroding the value of the Caisse’s security position due to the accrual of the Indebtedness without meaningful repayment of the 1674 Wellington Loan, 407 Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan.
77. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of the Debtors’ failure to properly operate the Businesses. The

appointment of the Receiver is necessary to preserve the value of the Businesses and the Caisse’s collateral.

78. Upon appointment, the Receiver will assess the state of the Debtors and determine a strategy for recovery for the benefit of all stakeholders, including communicating directly with all affected parties.

79. If this Honourable Court sees fits to make such an appointment, Christopher Mazur of BDO has consented to act as Receiver. BDO is a is a licensed insolvency trustee and has significant national experience in mandates of this nature. It is my understanding, based on communications with Bart Sarsh of Gowlings, that BDO intends to utilize the services of Richmond Advisory Services Inc. (“**Richmond**”) on the property management side. Richmond has the resources to manage properties in all locations. BDO has worked extensively with Richmond on many projects for many lenders across the country. Furthermore, Richmond has several properties under management in Sault Ste. Marie currently and has developed a line of communication with municipal officials. Attached as [Exhibit "143"](#) is a true copy of BDO’s consent to act as signed by Mr. Mazur.

**AFFIRMED** by Julie Chenard, of the Town )  
of Magog, in the Province of Quebec, )  
before me at the City of Hamilton, in the )  
Province of Ontario, on March 6, 2025 in )  
accordance with O. Reg. 431/20, )  
Administering Oath or Declaration )  
Remotely. )

Signed by:  
  
2AB47B41FF4641A...

*A Commissioner, etc.*  
**Yuan Li (LSO No.210049)**

Signé par :  
  
0461C0BB3D7F48B...

**Julie Chenard**

This is **Exhibit "1"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-02-16 8:19 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	12905060 Canada Inc.	
<b>Corporation number</b>	1290506-0	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	767838741RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2021-04-07</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2021-04-07</i>	
<b>Status</b>	<b>Statut</b>	
	Dissolved for non-compliance (s. 212) on 2024-05-07 Dissoute pour non conformité (art. 212) le 2024-05-07	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	1 Hunter Street East Hamilton ON L8N 3W1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
<b>Anniversary date (MM-DD)</b>	04-07	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	04-07 to/au 06-06	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Overdue 2023	En retard
	Overdue 2022	En retard
<b>Date of last annual meeting (YYYY-MM-DD)</b>	Not available / Pas disponible	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Not available	
	Pas disponible	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Nels Moxness		1 Hunter Street East, Hamilton ON L8N 3W1, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
No information has been filed. Aucun renseignement n'a été déposé.	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2021-04-07 to present / à maintenant	12905060 Canada Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2021-04-07 Certificat de constitution en société
Certificate of Dissolution	2024-05-07 Certificat de dissolution
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
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## Federal Corporation Information - 1290506-0

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1290506-0

### Business Number (BN)

767838741RC0001

### Corporate Name

12905060 Canada Inc.


### Status

Dissolved for non-compliance (s. 212) on 2024-05-07

### Governing Legislation

*Canada Business Corporations Act - 2021-04-07*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

## Registered Office Address

1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Directors

**Minimum** 1

**Maximum** 10

Nels Moxness  
1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### **i** Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

### **i** Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

04-07

### **Date of Last Annual Meeting**

Not available

### **Annual Filing Period (MM-DD)**

04-07 to 06-06

### **Type of Corporation**

Not available

### **Status of Annual Filings**

2023 - Overdue

2022 - Overdue

## Corporate History

### Corporate Name History

2021-04-07 to Present

12905060 Canada Inc.

### Certificates and Filings

#### Certificate of Incorporation

2021-04-07

#### Certificate of Dissolution

2024-05-07

Order copies of corporate documents

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### Date Modified:

2024-11-29

This is **Exhibit “2”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-02-16 8:17 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	14611799 Canada Inc.	
<b>Corporation number</b>	1461179-9	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	783855018RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2022-12-19</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2022-12-19</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	1 Hunter Street East Hamilton ON L8N 3W1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
<b>Anniversary date (MM-DD)</b>	12-19	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	12-19 to/au 02-17	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Not due 2025	N'est pas dû
	Due to be filed 2024	Dépôt dû
	Overdue 2023	En retard
<b>Date of last annual meeting (YYYY-MM-DD)</b>	Not available / Pas disponible	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Not available	
	Pas disponible	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Nels Moxness		1 Hunter Street East, Hamilton ON L8N 3W1, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
No information has been filed. Aucun renseignement n'a été déposé.	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2022-12-19 to present / à maintenant	14611799 Canada Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2022-12-19 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
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## Federal Corporation Information - 1461179-9

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1461179-9

### Business Number (BN)

783855018RC0001

### Corporate Name

14611799 Canada Inc.


### Status

Active

### Governing Legislation

*Canada Business Corporations Act - 2022-12-19*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

## Registered Office Address

1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Directors

**Minimum** 1

**Maximum** 10

Nels Moxness  
1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### **i** Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

### **i** Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

12-19

### **Date of Last Annual Meeting**

Not available

### **Annual Filing Period (MM-DD)**

12-19 to 02-17

### **Type of Corporation**

Not available

### **Status of Annual Filings**

2025 - Not due

2024 - Due to be filed

2023 - Overdue

## Corporate History

### Corporate Name History

2022-12-19 to Present

14611799 Canada Inc.

### Certificates and Filings

#### Certificate of Incorporation

2022-12-19

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#### Date Modified:

2024-11-29

This is **Exhibit “3”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-02-16 8:19 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	14833074 Canada Inc.	
<b>Corporation number</b>	1483307-4	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	766775217	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2023-03-09</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2023-03-09</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	1 Hunter Street East, G100 Hamilton ON L8N 3W1 Canada

ANNUAL FILINGS		DÉPÔTS ANNUELS
<b>Anniversary date (MM-DD)</b>	03-09	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	03-09 to/au 05-08	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Not due 2025	N'est pas dû
	Overdue 2024	En retard
<b>Date of last annual meeting (YYYY-MM-DD)</b>	Not available / Pas disponible	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Not available	
	Pas disponible	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Nels Moxness	1 Hunter Street East, G100, Hamilton ON L8N 3W1, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
<p>No information has been filed. Aucun renseignement n'a été déposé.</p>	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2023-03-09 to present / à maintenant	14833074 Canada Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2023-03-09 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
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## Federal Corporation Information - 1483307-4

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1483307-4

### Business Number (BN)

766775217

### Corporate Name

14833074 Canada Inc.


### Status

Active

### Governing Legislation

*Canada Business Corporations Act - 2023-03-09*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

## Registered Office Address

1 Hunter Street East  
G100  
Hamilton ON L8N 3W1  
Canada

### Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either

contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Directors

**Minimum** 1

**Maximum** 10

Nels Moxness  
1 Hunter Street East  
G100  
Hamilton ON L8N 3W1  
Canada

### **i** Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

### **i** Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the [Online Filing Centre](#). A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

03-09

### **Date of Last Annual Meeting**

Not available

### **Annual Filing Period (MM-DD)**

03-09 to 05-08

### **Type of Corporation**

Not available

### **Status of Annual Filings**

2025 - Not due

2024 - Overdue

## Corporate History

### Corporate Name History

2023-03-09 to Present

14833074 Canada Inc.

### Certificates and Filings

#### Certificate of Incorporation

2023-03-09

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#### Date Modified:

2024-11-29

This is **Exhibit “4”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-02-16 8:20 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	14825641 Canada Inc.	
<b>Corporation number</b>	1482564-1	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	729463943	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2023-03-07</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2023-03-07</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	1 Hunter Street East Hamilton ON L8N 3W1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS
<b>Anniversary date (MM-DD)</b>	03-07 <b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	03-07 to/au 05-06 <b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>
	Not due 2025 N'est pas dû
	Overdue 2024 En retard
<b>Date of last annual meeting (YYYY-MM-DD)</b>	Not available / Pas disponible <b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>
	Not available
	Pas disponible

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Nels Moxness	1 Hunter Street East, Hamilton ON L8N 3W1, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
<p>No information has been filed. Aucun renseignement n'a été déposé.</p>	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2023-03-07 to present / à maintenant	14825641 Canada Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2023-03-07 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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## Federal Corporation Information - 1482564-1

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1482564-1

### Business Number (BN)

729463943

### Corporate Name

14825641 Canada Inc.


### Status

Active

### Governing Legislation

*Canada Business Corporations Act - 2023-03-07*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

## Registered Office Address

1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Directors

**Minimum** 1

**Maximum** 10

Nels Moxness  
1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### **i** Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

### **i** Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

03-07

### **Date of Last Annual Meeting**

Not available

### **Annual Filing Period (MM-DD)**

03-07 to 05-06

### **Type of Corporation**

Not available

### **Status of Annual Filings**

2025 - Not due

2024 - Overdue

## Corporate History

### Corporate Name History

2023-03-07 to Present

14825641 Canada Inc.

### Certificates and Filings

#### Certificate of Incorporation

2023-03-07

[Order copies of corporate documents](#)

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#### Date Modified:

2024-11-29

This is **Exhibit "5"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-02-16 8:20 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	12631521 Canada Inc.	
<b>Corporation number</b>	1263152-1	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	789456860RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2021-01-08</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2021-01-08</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	G100-1 Hunter Street East Hamilton ON L8N 3W1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
<b>Anniversary date (MM-DD)</b>	01-08	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	01-08 to/au 03-09	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Due to be filed	2025
	Overdue	2024
	Filed	2023
	Dépôt dû	
	En retard	
	Déposé	
<b>Date of last annual meeting (YYYY-MM-DD)</b>	2023-02-28	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Non-distributing corporation with 50 or fewer shareholders	
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Nels Moxness		G100-1 Hunter Street East, Hamilton ON L8N 3W1, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
No information has been filed. Aucun renseignement n'a été déposé.	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2021-01-08 to present / à maintenant	12631521 Canada Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2021-01-08 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
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## Federal Corporation Information - 1263152-1

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

### Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

### Corporation Number

1263152-1

### Business Number (BN)

789456860RC0001

### Corporate Name

12631521 Canada Inc.


### Status

Active

### Governing Legislation

*Canada Business Corporations Act - 2021-01-08*

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

## Registered Office Address

G100-1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

## Directors

**Minimum** 1

**Maximum** 10

Nels Moxness  
G100-1 Hunter Street East  
Hamilton ON L8N 3W1  
Canada

### **i** Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

## Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

### **i** Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporation key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

## Annual Filings

### **Anniversary Date (MM-DD)**

01-08

### **Date of Last Annual Meeting**

2023-02-28

### **Annual Filing Period (MM-DD)**

01-08 to 03-09

### **Type of Corporation**

Non-distributing corporation with 50 or fewer shareholders

### **Status of Annual Filings**

2025 - Due to be filed

2024 - Overdue

2023 - Filed

## Corporate History

### Corporate Name History

2021-01-08 to Present

12631521 Canada Inc.

### Certificates and Filings

#### Certificate of Incorporation

2021-01-08

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

#### Date Modified:

2024-11-29

This is **Exhibit “6”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Profile Report

1000373090 ONTARIO INC. as of February 18, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000373090 ONTARIO INC.
Ontario Corporation Number (OCN)	1000373090
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 24, 2022
Registered or Head Office Address	1 Hunter St, 100g, Hamilton, Ontario, L8N3W1, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1  
Maximum Number of Directors 10

**Active Director(s)**

**Name** NELS MOXNESS  
**Address for Service** 2025 Maria St, Burlington, Ontario, L7R0E9, Canada  
**Resident Canadian** Yes  
**Date Began** November 24, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

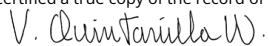
**Active Officer(s)**

<b>Name</b>	NELS MOXNESS
<b>Position</b>	President
<b>Address for Service</b>	2025 Maria St, Burlington, Ontario, L7R0E9, Canada
<b>Date Began</b>	November 24, 2022

<b>Name</b>	NELS MOXNESS
<b>Position</b>	Secretary
<b>Address for Service</b>	2025 Maria St, Burlington, Ontario, L7R0E9, Canada
<b>Date Began</b>	November 24, 2022

<b>Name</b>	NELS MOXNESS
<b>Position</b>	Treasurer
<b>Address for Service</b>	2025 Maria St, Burlington, Ontario, L7R0E9, Canada
<b>Date Began</b>	November 24, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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**Corporate Name History**

**Name**

1000373090 ONTARIO INC.

**Effective Date**

November 24, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
CIA - Initial Return PAF: Nels MOXNESS	November 24, 2022
BCA - Articles of Incorporation	November 24, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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This is **Exhibit “7”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## Profile Report

1000593693 ONTARIO INC. as of January 16, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000593693 ONTARIO INC.
Ontario Corporation Number (OCN)	1000593693
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 12, 2023
Registered or Head Office Address	1 Hunter St, 100g, Hamilton, Ontario, L8N3W1, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name NELS MOXNESS  
Address for Service 2025 Maria St, Burlington, Ontario, L7R0E9, Canada  
Resident Canadian Yes  
Date Began July 12, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

**Name** NELS MOXNESS  
**Position** President  
**Address for Service** 2025 Maria St, Burlington, Ontario, L7R0E9, Canada  
**Date Began** July 12, 2023

**Name** NELS MOXNESS  
**Position** Secretary  
**Address for Service** 2025 Maria St, Burlington, Ontario, L7R0E9, Canada  
**Date Began** July 12, 2023

**Name** NELS MOXNESS  
**Position** Treasurer  
**Address for Service** 2025 Maria St, Burlington, Ontario, L7R0E9, Canada  
**Date Began** July 12, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Corporate Name History**

**Name**

1000593693 ONTARIO INC.

**Effective Date**

July 12, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
CIA - Initial Return PAF: NELS MOXNESS	July 12, 2023
BCA - Articles of Incorporation	July 12, 2023

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.


*V. Quintanilla W.*

Director/Registrar

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This is **Exhibit "8"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
**hereinafter referred to as "THE FINANCIAL INSTITUTION"**

AND: **12905060 CANADA INC.**  
**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of **2021-04-07**, or by law, a unanimous shareholder agreement or other act)

**hereinafter referred to as "THE BORROWER"**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
 The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$600,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **5.720%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
 Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
 The loan shall be disbursed in a single disbursement to be made by **2022-12-17**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
 The Borrower undertakes to repay the loan as follows:  
 by means of **24** equal and consecutive **monthly** payments of **\$3,763.77** each **of principal and interest**, with the first payment to be made on **the 30th day following the disbursement** and the other payments to be made successively until **the expiry of the 2-year term beginning on the date of the disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
 These repayment terms and conditions are determined on the basis of an amortization period of **300 month(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
 All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**
  - Generic conditions**
    - No change shall be made to the project without the Financial Institution's prior written consent.
    - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
  - **Environmental commitments**
    - The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
      - the duly completed and executed "Environmental Risk Questionnaire".
  - **Property and casualty insurance**
    - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
      - loss of rental income as a result of a claim
      - **All-risk and civil liability insurance**
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.
- Conditions applicable to financing of assets**
  - The amount of financing determined above shall be limited to:
    - **the lesser of the following two amounts: 75% of the fair market value of the property or \$600,000.00**
  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **1674 Wellington Street E, Sault Ste Marie, Ontario** from a well-known and recognized firm retained by the Financial Institution, i.e., **name of firm to be determined**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - The first disbursement shall be made no later than **2022-12-17**.
  - Title insurance on the property located at **1674 Wellington Street E, Sault Ste Marie, Ontario** shall be required.
- 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION**  
 The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:
  - modify the nature of its business.
  - if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
  - Control is currently in the hands of **NELS J MOXNESS**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

#### 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking collateral charge/mortgage of land registered against a property located at **1674 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2R9** and owned by **12905060 CANADA INC.** in the amount of **\$600,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$600,000.00**
  - with respect to the financing extended hereunders

#### 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$3,000.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

#### 11. OTHER CONDITIONS

##### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

##### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

##### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

##### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

##### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

##### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

##### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

##### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

##### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

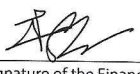

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**13. OTHER MENTIONS**

\_\_\_\_\_  
 Signed at Burlington, Ontario on June 28<sup>th</sup> 2022

<p>        _____        Signature of the Financial Institution's representative  <b>OLIVIA LI</b></p>	<p>        _____        Signature of the Borrower or its representative  <b>NELS J MOYNESS</b></p>
<p>_____        Signature of co-Borrower</p>	<p>_____        Signature of the Borrower or its representative</p>
<p>_____        Signature of the witness</p>	<p>_____        Signature of the Borrower or its representative</p>
<p>_____        Signature of the witness</p>	<p>_____        Signature of the Borrower or its representative</p>

This is **Exhibit "9"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31517 - 0264 LT *Interest/Estate* Fee Simple  
*Description* LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE  
*Address* 1674 WELLINGTON STREET EAST  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12905060 CANADA INC.  
*Address for Service* 100G-1 Hunter St E, Hamilton, Ontario,  
L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** *Capacity* *Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 166-40 Rue Elm, Sudbury, Ontario P3C 1S8

**Provisions**

*Principal* \$600,000.00 *Currency* CDN  
*Calculation Period* Monthly, not in advance  
*Balance Due Date* XXXX  
*Interest Rate* 10.000 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* XXXX  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Additional Provisions**

See Schedules

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2022 07 07  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919  
Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2022 07 07  
Cornwall  
K6H 3S5

Tel 613-935-5919  
Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$66.30  
*Total Paid* \$66.30

**File Number**

Chargor Client File Number : 4242  
Chargee Client File Number : 7255010

1. WHEREAS **12905060 Canada Inc.**  
(hereinafter called the "Debtor") is a Debtor of  
the Financial Institution **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
(hereinafter called the "Chargee");  
  
AND WHEREAS the Chargor (being the party set out in the charge/mortgage to which this Charge is attached) has, at the request of the Chargee, agreed to give this Charge as a continuing collateral security for payment to the Chargee of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, revolving or not, at any time owing by the Debtor to the Chargee or remaining unpaid by the Debtor to the Chargee heretofore or hereafter incurred by or arising from agreement or dealings between the Chargee and the Debtor or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Debtor or however otherwise incurred or arising anywhere within or outside Canada and whether the Debtor be bound alone or with another or others and whether as principal or surety, including all amendments, renewals and substitutions thereto, without limiting the generality of the foregoing all interest, damages, costs, charges or expenses which may become due or payable to the Chargee or may be paid or incurred by the Chargee upon or in respect of any monies or liabilities referred to in the Charge and herein or any portion thereof (such debts and liabilities being hereinafter called the "Indebtedness").
2. AND WHEREAS the Debtor's liability under this Charge shall be limited to the sum of **Six Hundred Thousand**  
DOLLARS (\$ **600,000.00** ) with interest thereon at the rate hereinafter set out plus all amounts due under the charge/mortgage.  
  
NOW THEREFORE THIS INDENTURE WITNESSES that for good and valuable consideration, including the Indebtedness, the Chargee's agreement to deal with the Debtor and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Chargee to the Chargor, the receipt and sufficiency whereof is hereby acknowledged by the Debtor, the Chargor charges in favour of the Chargee the lands described in the charge/mortgage.
3. Subject to the provisions of the charge/mortgage, this Charge to be void following the observation of the covenants, obligations and provisos contained in the Charge and upon full payment on demand of the ultimate balance of the Indebtedness together with interest as more fully described in the documents or agreements which created the Indebtedness.
4. THE PARTIES FURTHER AGREE as follows:
  - (a) That no part of the Indebtedness of the Debtor to the Chargee whether existing at the date of this Charge or incurred or arising thereafter shall be deemed to be unsecured by this Charge.
  - (b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of such Indebtedness and interest as herein provided and shall be deemed to be taken as security for the ultimate balance of such Indebtedness and the observation of the covenants and obligations of the Debtor and the Chargor under this Charge and the within charge/mortgage. This Charge shall not merge nor shall anything herein contained operate so as to create any merger or discharge of the Indebtedness owing to the Chargee or of any lien, term loan agreement, bill of exchange or other instrument or security held by or which may hereafter be held by the Chargee from the Chargor or from the Debtor or from any other person or persons and this Charge shall not in any way prejudicially affect any security held or which may hereafter be held by the Chargee for the said Indebtedness or any part thereof, or the liability of any guarantor or any other person or persons upon any such lien, term loan agreement, bill of exchange or other instrument or security or contract or any renewal or renewals thereof held by the Chargee for or on account of the said Indebtedness or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.
  - (c) That any and all payments made in respect of the said Indebtedness and interest and the monies or other proceeds realized from the sale of any securities held therefor, including this Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Indebtedness or interest as the Chargee may see fit or may be held unappropriated in a separate account for such time as the Chargee may see fit.
  - (d) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor, the Debtor, any guarantors, sureties, security or the lands, and all other persons as the Chargee may see fit, without prejudicing the rights of the Chargee under this Charge.
  - (e) That the taking of judgment in respect of the said Indebtedness or any instrument or instruments now or hereafter representing or evidencing the said Indebtedness or under any of the covenants in this Charge or in any such instrument contained or implied shall not operate as a merger of the said Indebtedness, or of such instrument, instruments or covenants nor affect the Chargee's right to interest, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of this Charge.
  - (f)
    - (i) That the Chargor shall not create or allow to be created any further mortgages, charges or encumbrances (herein referred to as the "subsequent charges") secured against the lands without first obtaining the written consent of the Chargee, which consent the Chargee may, at its sole discretion, give or refuse.
    - (ii) That all such subsequent charges to which prior written consent is given by the Chargee, shall contain a clause postponing all advances under such subsequent charge to all advances made or security given under this Charge irrespective of whether such advances are made or security given prior to or subsequent to the subsequent charge or any advances under such subsequent charge.
    - (iii) Any subsequent charge created in contravention of the provisions of this Charge shall be conclusively deemed to contain a clause postponing all advances thereunder to advances made or security given under this Charge irrespective of whether such advances are made or security given prior to or subsequent to the registration of and or advances under such subsequent charge.
  - (g) This Charge is in addition to, and not in substitution for, any other security held or subsequently obtained by the Chargee regarding the Indebtedness and the Chargee may exercise its remedies under this Charge or under any other security given in respect of the Indebtedness, concurrently or successively, at its sole option and discretion.

5. In the event one or more of the Chargors is not also the Debtor, each such Chargor which is not also the Debtor jointly and severally covenants with the Chargee as follows:
- (a) This Charge and the covenants, provisos, obligations and agreements on the part of the Debtor herein contained shall be the continuing obligation and liability of each Chargor and shall cover all the Indebtedness and obligations of the Debtor hereunder and shall apply to and shall secure any ultimate balance of the Indebtedness secured by the Charge or intended to be secured by the Charge.
  - (b) The Chargee shall not be bound to exhaust its remedies against the Debtor or others or any securities (which term when used in this paragraph includes all guarantees) it may at any time hold before being entitled to payment from each Chargor of the Indebtedness secured by this Charge and each Chargor waives any benefit of division.
  - (c) This Charge, the Indebtedness and obligations of each Chargor thereto shall not be affected by the death or loss or diminution of capacity of the Debtor or of the Chargor, or by any change in the name of the Debtor or Chargor or in the membership of the Debtor's or Chargor's firm, partnership, association or organization through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Debtor's or Chargor's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Debtor or Chargor, or by the Debtor or Chargor or the Debtor's or Chargor's business being amalgamated with a corporation or wound up or its corporate existence terminated, but shall notwithstanding the happening of any such event continue to exist and apply to the full extent as if such event had not happened.
  - (d) This Charge, as a continuing collateral security of the Indebtedness of the Debtor, shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee, and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Debtor or from any other person, including a trustee in bankruptcy or receiver, shall be regarded for all purposes as payments in gross without any right on the part of the Chargor to claim a reduction of his liability under this Charge, the benefit of any such dividends, compositions, proceeds or payments of any securities held by the Chargee or proceeds thereof, and no Chargor shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all the Indebtedness.
- Furthermore, unless the Chargee otherwise covenants, this Charge shall only be discharged when:
- (i) all the Indebtedness plus interest as provided herein and all other amounts secured or payable under this Charge are paid in full;
  - (ii) all the covenants, obligations and provisos contained in this Charge are fully satisfied by the Chargor and the Debtor; and
  - (iii) the Chargee has executed and delivered to the Chargor a discharge registrable in electronic or paper form.
- (e) The Chargor and each one of them, if there are more than one, shall be jointly and severally responsible with the Debtor for the repayment of all the Indebtedness secured by this Charge. The Chargee shall have no obligation to confirm the capacity, status or power of the Debtor, or of its directors, partners or agents, and all sums of money, advances of funds or credit borrowed or obtained from the Chargee in the exercise or apparent exercise of its powers shall form part of the Indebtedness and obligations secured by this Charge and shall be recoverable by the Chargee on demand together with interest and costs, even though the exercise of such powers may not be regular, may lack status or exceed the power or capacity of the Debtor, its administrators, partners, or agents.
  - (f) Each Chargor shall be bound by any account settled between the Chargee and the Debtor, and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Chargee shall be accepted by such Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Debtor to the Chargee or remains unpaid by the Debtor to the Chargee.
6. The provisions provided in this Charge shall be read and interpreted together with the Standard Charge Terms applicable to this Charge and, in the event of a conflict between the two, the provisions of this Charge shall prevail. Furthermore, paragraphs 24, 25, 26, 27, 28, 29 and 30 of the said Standard Charge Terms shall be expressly excluded from this Charge.

This is **Exhibit “10”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40, RUE ELM, UNITÉ 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12905060 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE**and municipally known as **1674 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2R9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at \_\_\_\_\_ **electronically** \_\_\_\_\_, on **July 6, 2022** \_\_\_\_\_.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (Jul 6, 2022 10:25 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit "11"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31517 - 0264 LT  
*Description* LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE  
*Address* 1674 WELLINGTON STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12905060 CANADA INC.  
*Address for Service* 100G-1 Hunter St E, Hamilton, Ontario  
 L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 166-40 Rue Elm, Sudbury, Ontario P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL251078 registered on 2022/07/07 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2022 07 07  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2022 07 07  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2022 07 07  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$66.30

*Total Paid* \$66.30

**File Number**

*Applicant Client File Number* : 4242

*Party To Client File Number* : 7255010

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40, RUE ELM, UNITÉ 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12905060 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE**and municipally known as **1674 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2R9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at \_\_\_\_\_ **electronically** \_\_\_\_\_, on **July 6, 2022** \_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness

  
Nels Moxness (Jul 6, 2022 10:25 EDT)  
\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “12”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE

1674 Wellington Street East, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/12/19

OWNERS' NAMES

12905060 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/12/16 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/12/19 **</p>						
T29703	1960/04/14	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
T144414	1974/02/12	CHARGE		*** COMPLETELY DELETED ***	CROWN LIFE INSURANCE COMPANY	
T157648	1975/07/02	TRANSFER		*** COMPLETELY DELETED ***	PITARO, NICOLAS PITARO, LINA	
T222571	1981/10/02	CHARGE		*** COMPLETELY DELETED ***	CANADA PERMANENT TRUST COMPANY	
T334145	1992/03/23	ORDER		*** COMPLETELY DELETED ***		
T408543	1999/10/07	NOTICE				C
AL227524	2021/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY		
REMARKS: T222571.						

LAND  
 REGISTRY  
 OFFICE #1

31517-0264 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL227651	2021/05/06	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF SAULT STE. MARIE		
	REMARKS: T334145					
AL227858	2021/05/11	TRANSFER	\$500,000	PITARO, NICOLAS PITARO, LINA	12905060 CANADA INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
AL227859	2021/05/11	CHARGE		*** COMPLETELY DELETED *** 12905060 CANADA INC.	PATHAK, ARUN PATHAK, RAMA	
AL227860	2021/05/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12905060 CANADA INC.	PATHAK, ARUN PATHAK, RAMA	
	REMARKS: AL227859.					
AL228950	2021/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA LIFE ASSURANCE COMPANY		
	REMARKS: T144414.					
AL251078	2022/07/07	CHARGE	\$600,000	12905060 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL251079	2022/07/07	NO ASSGN RENT GEN		12905060 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: AL251078					
AL251093	2022/07/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** PATHAK, ARUN PATHAK, RAMA		
	REMARKS: AL227859.					

This is **Exhibit “13”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :                   Gowling WLG (Canada) LLP - Hamilton - Co  
Docket :                         G10021311  
Search ID :                     1015055  
Date Processed :               2/18/2025 9:43:19 AM  
Report Type :                 PPSA Electronic Response  
Search Conducted on :         12905060 Canada Inc.  
Search Type :                 Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 12905060 Canada Inc.

FILE CURRENCY: February 17, 2025

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 2 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 12905060 Canada Inc.

FILE CURRENCY: February 17, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 2

SEARCH : BD : 12905060 CANADA INC.

00 FILE NUMBER : 784655361 EXPIRY DATE : 06JUL 2027 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20220706 1217 5064 2855 REG TYP: P PPSA REG PERIOD: 05  
02 IND DOB : IND NAME:  
03 BUS NAME: 12905060 CANADA INC.  
OCN :  
04 ADDRESS : 100G-1 HUNTER ST E  
CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3W1  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
CAISSE DEJARDINS ONTARIO CREDIT UNION INC.  
09 ADDRESS : 166-40 RUE ELM  
CITY : SUDBURY PROV: ON POSTAL CODE: P3C 1S8  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X 07JUL2027  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 ASSIGNMENT OF RENTS - 1674 WELLINGTON STREET, SAULT STE. MARIE, ON  
14 P6A 2R9  
15  
16 AGENT: ESC CORPORATE SERVICES LTD.  
17 ADDRESS : 445 KING STREET WEST, SUITE 400  
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 12905060 Canada Inc.

FILE CURRENCY: February 17, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 2

SEARCH : BD : 12905060 CANADA INC.

FILE NUMBER 784655361

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20220707 1630 1902 4918

21 REFERENCE FILE NUMBER : 784655361

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 12905060 CANADA INC.

25 OTHER CHANGE:

26 REASON: REMOVE SECURED PARTY CAISSE DEJARDINS ONTARIO CREDIT UNION INC.

27 /DESCR: (166-40 RUE ELM) ADD SECURED PARTY CAISSE DESJARDINS ONTARIO CREDIT

28 : UNION INC. (166-40 RUE ELM)

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

09 ADDRESS : 166-40 RUE ELM

CITY : SUDBURY PROV : ON POSTAL CODE : P3C 1S8

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 445 KING STREET WEST, SUITE 400

CITY : TORONTO PROV : ON POSTAL CODE : M5V 1K4

LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

This is **Exhibit "14"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP,  
PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
 hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **1000373090 ONTARIO INC.**  
**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of **2022-11-24**, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. LOAN**

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$530,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

**2. INTEREST**

**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.210%** per annum calculated **monthly** and not in advance.

All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.

**3. DISBURSEMENT**

The loan shall be disbursed in a single disbursement to be made by **2023-08-01**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

**4. REPAYMENT**

The Borrower undertakes to repay the loan as follows:

by means of **36** equal and consecutive **monthly** payments of **\$3,483.16** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

**5. APPROPRIATION OF PAYMENTS**

All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.

**6. CONDITIONS**

**Generic conditions**

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- **Disbursements are to be assumed by the Solicitor, in order to ensure repayment of the borrower's obligations:**

- **The balance owed of ±\$50,000 on the Scotiabank line of credit.**

**Any outstanding mortgage on the property located at 407 Dupont Street, Sudbury, Ontario will have to be paid off.**

• **Environmental commitments**

- The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
  - the duly completed and executed "Environmental Risk Questionnaire".

• **Property and casualty insurance**

- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
  - loss of rental income as a result of a claim
  - **All-risk and civil liability insurance.**
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **407 Dupont Street, Sudbury, Ontario** from a well-known and recognized firm retained by the Financial Institution, i.e., **Colliers International**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than **2023-08-01**.
- **Certified Plan of Survey and other documents required**
- The Borrower shall provide, in a form satisfactory to the Financial Institution:
  - **Obtain written confirmation/consent of Colliers International Realty Advisors Inc. allowing the Caisse to use the appraisal report (file no. TOR221483) report's name, as if the report was addressed to the Caisse**
- Title insurance on the property located at **407 Dupont Street, Sudbury, Ontario** shall be required.

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

#### 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking collateral charge/mortgage of land registered against a property located at **407 DUPONT STREET, SUDBURY, ON, P3C 2T8** and owned by **1000373090 ONTARIO INC.** in the amount of **\$710,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$530,000.00**
  - with respect to the financing extended hereunders

#### 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,650.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

#### 11. OTHER CONDITIONS

##### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

##### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

##### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

##### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

##### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

##### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

##### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

##### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

(i) **Business day**

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

**12. DEFAULT**

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.


If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

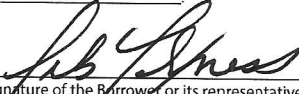
The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**13. OTHER MENTIONS**

\_\_\_\_\_

Signed at Burlington, on 2023-02-06

  
\_\_\_\_\_  
Signature of the Financial Institution's representative  
**OLIVIA LI**

  
\_\_\_\_\_  
Signature of the Borrower or its representative  
**NELS J MOXNESS**

\_\_\_\_\_  
Signature of co-Borrower

\_\_\_\_\_  
Signature of the Borrower or its representative

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative

This is **Exhibit “15”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 02179 - 0057 LT *Interest/Estate* Fee Simple  
*Description* PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY  
*Address* 407 DUPONT STREET  
 SUDBURY

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000373090 ONTARIO INC.  
*Address for Service* G100 - 1 Hunter Street East  
 Hamilton Ontario  
 Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40, RUE ELM, UNITÉ 166, SUDBURY, ON, P3C 1S8

**Provisions**

*Principal* \$710,000.00 *Currency* CDN  
*Calculation Period* xxxx  
*Balance Due Date* xxxx  
*Interest Rate* prime PLUS 10%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* xxxx  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 02 23  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 02 23  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

This is **Exhibit "16"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



**Desjardins**

**ASSIGNMENT OF RENTS**

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40, RUE ELM, UNITÉ 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000373090 ONTARIO INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **407 DUPONT STREET, SUDBURY, ON, P3C 2T8**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at Burlington, on FEB. 6<sup>th</sup>, 2023

\_\_\_\_\_  
Signature of Witness


[Signature]  
Signature of Member

\_\_\_\_\_  
Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “17”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

The applicant(s) hereby applies to the Land Registrar.

**Properties**

*PIN* 02179 - 0057 LT  
*Description* PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY  
*Address* 407 DUPONT STREET  
 SUDBURY

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000373090 ONTARIO INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 Ontario Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40, RUE ELM, UNITÉ 166, SUDBURY, ON, P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SD471300 registered on 2023/02/23 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 02 23
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 02 23
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 02 23
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Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 4808  
*Party To Client File Number :* 725591

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40, RUE ELM, UNITÉ 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as “THE FINANCIAL INSTITUTION”

**1000373090 ONTARIO INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as “THE MEMBER”

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **407 DUPONT STREET, SUDBURY, ON, P3C 2T8**

(hereinafter referred to as “THE PROPERTY”).

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member’s benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on February 14, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (Feb 16, 2023 16:57 EST)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit "18"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY

407 Dupont Street, Sudbury

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

1000373090 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/02/22 **</b></p>						
LT594041	1987/03/10	TRANSFER		*** COMPLETELY DELETED ***	HILL, EDWIN JOHN	
LT595042	1987/03/10	CHARGE		*** COMPLETELY DELETED ***	NATIONAL BANK OF CANADA	
185 LT595043	1987/03/10	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: 595042						
LT841381	1997/02/26	CHARGE		*** COMPLETELY DELETED *** HILL, EDWIN JOHN	THE BANK OF NOVA SCOTIA	
LT841989	1997/03/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
REMARKS: RE: LT595042						
SD117124	2008/06/23	NO SEC INTEREST	\$7,599	2035881 ONTARIO INC.		C
SD220584	2012/02/29	TRANSFER		*** COMPLETELY DELETED *** HILL, EDWIN JOHN	ST. JEAN, JAMES ST. JEAN, ELIZABETH	
REMARKS: PLANNING ACT STATEMENTS						
SD220585	2012/02/29	CHARGE		*** COMPLETELY DELETED *** ST. JEAN, JAMES ST. JEAN, ELIZABETH	INVESTORS GROUP TRUST CO. LTD.	
SD222033	2012/03/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REMARKS: LT841381.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD255281	2013/07/22	CHARGE		*** COMPLETELY DELETED *** ST. JEAN, ELIZABETH ST. JEAN, JAMES	INVESTORS GROUP TRUST CO. LTD.	
SD257095	2013/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** INVESTORS GROUP TRUST CO. LTD.		
	REMARKS: SD220585.					
SD416882	2021/03/11	TRANSFER		*** COMPLETELY DELETED *** ST. JEAN, JAMES ST. JEAN, ELIZABETH	12682184 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
SD416883	2021/03/11	CHARGE		*** COMPLETELY DELETED *** 12682184 CANADA INC.	GIANNATSELIS, PETER	
SD416884	2021/03/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12682184 CANADA INC.	GIANNATSELIS, PETER	
	REMARKS: SD416883.					
SD419354	2021/04/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** INVESTORS GROUP TRUST CO. LTD.		
	REMARKS: SD255281.					
SD466218	2022/11/25	CHARGE		*** COMPLETELY DELETED *** 12682184 CANADA INC.	LIFT CAPITAL INCORPORATED BOLIS, RAFIK	
SD466219	2022/11/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12682184 CANADA INC.	LIFT CAPITAL INCORPORATED BOLIS, RAFIK	
	REMARKS: SD466218.					
SD466222	2022/11/25	TRANSFER		12682184 CANADA INC.	1000373090 ONTARIO INC.	C
SD471300	2023/02/23	CHARGE	\$710,000	1000373090 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
SD471301	2023/02/23	NO ASSGN RENT GEN		1000373090 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: SD471300					
SD471366	2023/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** GIANNATSELIS, PETER		
	REMARKS: SD416883.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #53

02179-0057 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD471373	2023/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIFT CAPITAL INCORPORATED BOLIS, RAFIK		
REMARKS: SD466218.						

This is **Exhibit “19”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP,  
PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **14611799 CANADA INC.**  
**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON L8M 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of **2022-12-19**, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. LOAN**

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$581,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

**2. INTEREST**

**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **5.900%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.

**3. DISBURSEMENT**

The loan shall be disbursed in a single disbursement to be made by **2023-08-13**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

**4. REPAYMENT**

The Borrower undertakes to repay the loan as follows:

by means of **36** equal and consecutive **monthly** payments of **\$3,707.96** each of **principal and interest**, with the first payment to be made on the **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of the disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms and conditions are determined on the basis of an amortization period of **300 month(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$ \_\_\_\_\_.

**5. APPROPRIATION OF PAYMENTS**

All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.

**6. CONDITIONS**

**Generic conditions**

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- **Environmental commitments**
  - The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
    - the duly completed and executed "Environmental Risk Questionnaire".
- **Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
  - **All-risk and civil liability insurance**
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **221 Nolin St, Sudbury, Ontario** from a well-known and recognized firm retained by the Financial Institution, i.e., **Colliers International**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The Borrower shall provide the Financial Institution with a copy of duly signed residential leases for **6** unit(s) ensuring minimum gross revenues of **\$79,976.00** annually.
- The first disbursement shall be made no later than **2023-08-13**.
- **Certified Plan of Survey and other documents required**
  - The Borrower shall provide, in a form satisfactory to the Financial Institution:
    - **Obtain written confirmation/consent of Colliers International allowing the Caisse to use the property appraisal report (file no. TOR221107), as if the report was addressed to the Caisse**
- Title insurance on the property located at **221 Nolin St, Sudbury, Ontario** shall be required.

**7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION**

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.

- Control is currently in the hands of **NELS J MOXNESS**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents it may reasonably request (ex. financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, any guarantor's personal balance sheet).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

#### 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a first priority ranking collateral charge/mortgage of land registered against a property located at **221 NOLIN ST, SUDBURY, ON, P3C 2V4** and owned by **14611799 CANADA INC.** in the amount of **\$775,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$581,000.00**
  - with respect to the financing extended hereunders

#### 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,900.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

#### 11. OTHER CONDITIONS

##### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

##### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

##### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

##### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

##### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

##### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

##### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

##### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

##### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

**12. DEFAULT**

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.


The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.


If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**13. OTHER MENTIONS**

Signed at Burlington Ont., on Feb. 22<sup>nd</sup>, 2023

 Signature of the Financial Institution's representative  
**OLIVIA LI**

 Signature of the Borrower or its representative  
**NEES J MOXNESS**

\_\_\_\_\_  
 Signature of co-Borrower

\_\_\_\_\_  
 Signature of the Borrower or its representative

\_\_\_\_\_  
 Signature of the witness

\_\_\_\_\_  
 Signature of the Borrower or its representative

\_\_\_\_\_  
 Signature of the witness

\_\_\_\_\_  
 Signature of the Borrower or its representative

This is **Exhibit “20”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 02133 - 0070 LT *Interest/Estate* Fee Simple  
*Description* LOT 9, PLAN 45SB CITY OF SUDBURY  
*Address* 221 NOLIN STREET  
 SUDBURY

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 14611799 CANADA INC.  
*Address for Service* 1 Hunter Street East  
 G100  
 Hamilton Ontario  
 Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<b>Capacity</b>	<b>Share</b>
-------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40, RUE ELM, UNITE 166, SUDBURY, ON, P3C 1S8

**Provisions**

<i>Principal</i>	\$775,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	XXXX		
<i>Balance Due Date</i>	XXXX		
<i>Interest Rate</i>	Prime PLUS 10%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	XXXX		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	201909		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 03 02
-----------------	--	--------------------------	-------------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 03 02
---------------------------------------	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00


**File Number**

Chargor Client File Number : 4840

Chargee Client File Number : 725595

This is **Exhibit “21”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 02133 - 0070 LT  
*Description* LOT 9, PLAN 45SB CITY OF SUDBURY  
*Address* 221 NOLIN STREET  
 SUDBURY

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 14611799 CANADA INC.  
*Address for Service* 1 Hunter Street East G100 Hamilton  
 Ontario Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40, RUE ELM, UNITE 166, SUDBURY, ON, P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SD471762 registered on 2023/03/02 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 03 02  
 Cornwall  
 K6H 3S5 Applicant(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 03 02  
 Cornwall  
 K6H 3S5 Party To(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 03 02  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 4840

*Party To Client File Number :* 725595

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40, RUE ELM, UNITÉ 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as “**THE FINANCIAL INSTITUTION**”**1000373090 ONTARIO INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as “**THE MEMBER**”**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **407 DUPONT STREET, SUDBURY, ON, P3C 2T8**(hereinafter referred to as “**THE PROPERTY**”).**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on February 14, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (Feb 16, 2023 16:57 EST)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “22”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LOT 9, PLAN 45SB CITY OF SUDBURY

**221 Nolin Street, Sudbury**

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 7

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

14611799 CANADA INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>200</b></p> <p><b>**EFFECTIVE 2000/07/29</b> THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN**</p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/01/31 **</b></p> <p><b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b></p> <p><b>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</b></p> <p><b>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</b></p> <p><b>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</b></p> <p><b>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</b></p> <p><b>** CONVENTION.</b></p> <p><b>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</b></p> <p><b>**DATE OF CONVERSION TO LAND TITLES: 1993/04/05 **</b></p>						
S95538	1988/09/01	TRANSFER		*** COMPLETELY DELETED ***	LAROSE, JEAN-MARIE	
S95539	1988/09/01	CHARGE		*** COMPLETELY DELETED ***	CAISSE POPULAIRE ST. JEAN BREBEUF (SUDBURY) LIMITEE	
LT904390	2000/11/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE ST. JEAN BREBEUF (SUDBURY) LIMITEE		
REMARKS: RE: S95539						
LT915167	2001/07/20	CHARGE		*** COMPLETELY DELETED *** LAROSE, JEAN-MARIE	CAISSE POPULAIRE NOLIN DE SUDBURY INCORPOREE	
LT932794	2002/07/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE NOLIN DE SUDBURY INCORPOREE		
REMARKS: RE: LT915167						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT958857	2003/10/03	TRANSFER		*** COMPLETELY DELETED *** LAROSE, JEAN-MARIE	PIPELINE GROUP INC.	
LT958858	2003/10/03	CHARGE		*** COMPLETELY DELETED *** PIPELINE GROUP INC.	LAROSE, JEAN-MARIE	
SD33616	2005/11/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAROSE, JEAN-MARIE		
	<i>REMARKS: RE: LT958858</i>					
SD33620	2005/11/04	TRANSFER		*** COMPLETELY DELETED *** PIPELINE GROUP INC.	2082604 ONTARIO LIMITED	
SD33621	2005/11/04	CHARGE		*** COMPLETELY DELETED *** 2082604 ONTARIO LIMITED	CAISSE POPULAIRE D'ALBAN LIMITEE	
SD204368	2011/07/22	TRANSFER		*** COMPLETELY DELETED *** 2082604 ONTARIO LIMITED	TAYLOR, JAMES TAYLOR, TWYLA	
201	<i>REMARKS: PLANNING ACT STATEMENTS</i>					
SD204369	2011/07/22	CHARGE		*** COMPLETELY DELETED *** TAYLOR, JAMES TAYLOR, TWYLA	ROYAL BANK OF CANADA	
SD205452	2011/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CAISSE POPULAIRE D'ALBAN LIMITEE		
	<i>REMARKS: SD33621.</i>					
SD413567	2021/01/27	TRANSFER		*** COMPLETELY DELETED *** TAYLOR, JAMES TAYLOR, TWYLA	12682184 CANADA INC.	
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
SD413568	2021/01/27	CHARGE		*** COMPLETELY DELETED *** 12682184 CANADA INC.	CUTLER, PETER THOMAS	
SD413573	2021/01/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12682184 CANADA INC.	CUTLER, PETER THOMAS	
	<i>REMARKS: SD413568</i>					
SD418203	2021/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	<i>REMARKS: SD204369.</i>					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #53


02133-0070 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SD425287	2021/06/30	CHARGE		*** COMPLETELY DELETED *** 12682184 CANADA INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	
SD425288	2021/06/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12682184 CANADA INC.	PERKS, CHRISTOPHER PERKS, MIRIAM	
		<i>REMARKS: SD425287</i>				
SD425528	2021/07/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** CUTLER, PETER THOMAS		
		<i>REMARKS: SD413568.</i>				
SD471761	2023/03/02	TRANSFER	\$535,000	12682184 CANADA INC.	14611799 CANADA INC.	C
SD471762	2023/03/02	CHARGE	\$775,000	14611799 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
SD471763	2023/03/02	NO ASSGN RENT GEN		14611799 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
		<i>REMARKS: SD471762.</i>				
SD471772	2023/03/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** PERKS, CHRISTOPHER PERKS, MIRIAM		
		<i>REMARKS: SD425287.</i>				

202

This is **Exhibit “23”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**

hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **14833074 CANADA INC.**

**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of \_\_\_\_\_, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. LOAN**

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$560,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

**2. INTEREST**

**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **5.810%** per annum calculated **monthly** and not in advance.

All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.

**3. DISBURSEMENT**

The loan shall be disbursed in a single disbursement to be made by **2023-09-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

**4. REPAYMENT**

The Borrower undertakes to repay the loan as follows:

by means of **36** equal and consecutive **monthly** payments of **\$3,543.33** each **of principal and interest**, with the first payment to be made on **the 30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

**5. APPROPRIATION OF PAYMENTS**

All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.

**6. CONDITIONS**

**Generic conditions**

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.

**Environmental commitments**

- The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
  - the duly completed and executed "Environmental Risk Questionnaire".

**Property and casualty insurance**

- The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
  - loss of rental income as a result of a claim
  - **All-risk and civil liability insurance.**
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **275 Bloor St, Sudbury ON P3C 2L2** from a well-known and recognized firm retained by the Financial Institution, i.e., **Colliers International**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than **2023-09-30**.
- **Certified Plan of Survey and other documents required**
- The Borrower shall provide, in a form satisfactory to the Financial Institution:
  - **Obtain written confirmation/consent of Colliers International allowing the Caisse to use the Professional appraisal report for the building located at 275 Bloor St, Sudbury ON P3C 2L2, as if the report was addressed to the Caisse**
- Title insurance on the property located at **275 Bloor St, Sudbury ON P3C 2L2** shall be required.

**7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION**

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

## 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking collateral charge/mortgage of land registered against a property located at **275 BLOOR ST, SUDBURY, ON, P3C 2L2** and owned by **14833074 CANADA INC.** in the amount of **\$750,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$560,000.00**
  - with respect to the financing extended hereunders

## 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,000.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 11. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

## 12. DEFAULT

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

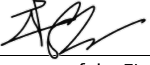
The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

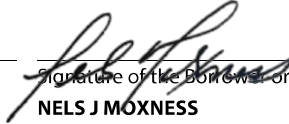
The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**13. OTHER MENTIONS**

Signed at Burlington, on 2023-04-06.



Signature of the Financial Institution's representative  
**OLIVIA LI**



Signature of the Borrower or its representative  
**NELS J MOXNESS**

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit “24”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 02135 - 0030 LT Interest/Estate Fee Simple  
 Description LOT 22, PLAN 1SC CITY OF SUDBURY  
 Address 275 BLOOR STREET  
 SUDBURY

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 14833074 CANADA INC.  
 Address for Service G100-1 Hunter Street East Hamilton,  
 Ontario Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)****Capacity****Share**

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
 Address for Service 40 ELM ST, UNIT 166 , SUDBURY, ON, P3C 1S8

**Provisions**

Principal \$750,000.00 Currency CDN  
 Calculation Period XXXX  
 Balance Due Date XXXX  
 Interest Rate Prime PLUS 10%  
 Payments  
 Interest Adjustment Date  
 Payment Date XXXX  
 First Payment Date  
 Last Payment Date  
 Standard Charge Terms 201909  
 Insurance Amount Full insurable value  
 Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 04 19  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 04 20  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
 Total Paid \$69.00

**File Number**

Chargor Client File Number : 4932

Chargee Client File Number : 725625

This is **Exhibit “25”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**14833074 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **275 BLOOR ST, SUDBURY, ON, P3C 2L2**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on April 18, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
Nels Moxness (Apr 18, 2023 15:25 EDT)  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “26”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 02135 - 0030 LT  
*Description* LOT 22, PLAN 1SC CITY OF SUDBURY  
*Address* 275 BLOOR STREET  
 SUDBURY

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 14833074 CANADA INC.  
*Address for Service* G100-1 Hunter Street East Hamilton,  
 Ontario Canada L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40 ELM ST, UNIT 166 , SUDBURY, ON, P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SD474110 registered on 2023/04/20 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 04 19
-----------------	--	----------------------------	--------	------------

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 04 19
-----------------	--	---------------------------	--------	------------

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 04 20
---------------------------------------	--	------------

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 4932

*Party To Client File Number :* 725625

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**14833074 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **275 BLOOR ST, SUDBURY, ON, P3C 2L2**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on April 18, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
Nels Moxness (Apr 18, 2023 15:25 EDT)  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “27”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LOT 22, PLAN 1SC CITY OF SUDBURY

275 Bloor Street, Sudbury

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 20

PIN CREATION DATE:

1993/04/05

OWNERS' NAMES

14833074 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>217</b></p> <p><b>**EFFECTIVE</b> 2000/07/29 <b>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1993/04/05 ON THIS PIN**</b>  <b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1993/04/05**</b>  <b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1993/02/22 **</b>  <b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b>  <b>**</b> SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *  <b>**</b> AND ESCHEATS OR FORFEITURE TO THE CROWN.  <b>**</b> THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF  <b>**</b> IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY  <b>**</b> CONVENTION.  <b>**</b> ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.  <b>**DATE OF CONVERSION TO LAND TITLES: 1993/04/05 **</b></p>						
S99348	1990/02/27	CHARGE		*** COMPLETELY DELETED ***	CENTRAL GUARANTY TRUST COMPANY	
S99349	1990/02/27	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
		REMARKS: S99348				
S100202	1990/06/29	TRANSFER		*** COMPLETELY DELETED ***	DEHART, BRUCE BIRON DEHART, LISA BARBARA	
S100203	1990/06/29	CHARGE		*** COMPLETELY DELETED ***	FAVRETTO, PETER	
S102969	1991/08/08	AGREEMENT		*** COMPLETELY DELETED ***		
S105393	1992/08/20	AGREEMENT		*** COMPLETELY DELETED *** FAVRETTO, PETER	920077 ONTARIO LIMITED	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
S105394	1992/08/20	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** FAVRETTO, PETER	FAVRETTO, MAUREEN	
		REMARKS: 100203				
LT845019	1997/05/02	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 920077 ONTARIO LIMITED		
		REMARKS: RE: S100203, S105393				
LT845460	1997/05/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** FAVRETTO, MAUREEN		
		REMARKS: S102969				
LT847109	1997/06/06	TRANSFER		*** COMPLETELY DELETED *** DEHART, BRUCE BIRON DEHART, LISA BARBARA	FAVRETTO, PETER FAVRETTO, MONICA IRMA	
		REMARKS: RE: S100203				
LT909391	2001/03/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CENTRAL GUARANTY TRUST COMPANY		
		REMARKS: RE: S99348				
LT923375	2001/12/20	CHARGE		*** COMPLETELY DELETED *** FAVRETTO, PETER FAVRETTO, MONICA IRMA	NATIONAL BANK OF CANADA	
SD136933	2009/01/09	TRANSFER		*** COMPLETELY DELETED *** FAVRETTO, MONICA IRMA FAVRETTO, PETER	SOULE, GEORGE	
		REMARKS: PLANNING ACT STATEMENTS				
SD136934	2009/01/09	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE	DAVID R. MATTHEWS REALTY INC.	
SD140232	2009/03/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
		REMARKS: RE: LT923375				
SD276100	2014/07/09	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE SOULE, GEORGE WESLEY 502 HOLDINGS INC.	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
SD287668	2015/01/09	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	PACE SAVINGS & CREDIT UNION LIMITED	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: SD276100.</i>				
SD302807	2015/09/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PACE SAVINGS & CREDIT UNION LIMITED	HARBOUREDGE MORTGAGE INVESTMENT CORPORATION	
		<i>REMARKS: SD287668. SD276100</i>				
SD334685	2017/04/25	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE SOULE, GEORGE WESLEY	HMT HOLDINGS INC.	
SD334686	2017/04/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SOULE, GEORGE SOULE, GEORGE WESLEY	HMT HOLDINGS INC.	
		<i>REMARKS: SD334685.</i>				
SD334712	2017/04/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAVID R. MATTHEWS REALTY INC.		
		<i>REMARKS: SD136934.</i>				
SD334721	2017/04/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** HARBOUREDGE MORTGAGE INVESTMENT CORPORATION		
		<i>REMARKS: SD276100.</i>				
SD334821	2017/04/27	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF GREATER SUDBURY		
		<i>REMARKS: TAX ARREARS CERTIFICATE</i>				
SD336034	2017/05/18	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF GREATER SUDBURY		
		<i>REMARKS: TAX ARREARS CANCELLATION SD334821</i>				
SD386468	2019/11/05	CHARGE		*** COMPLETELY DELETED *** SOULE, GEORGE SOULE, GEORGE WESLEY	2690712 ONTARIO INC.	
SD386469	2019/11/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SOULE, GEORGE SOULE, GEORGE WESLEY	2690712 ONTARIO INC.	
		<i>REMARKS: SD386468.</i>				
SD386886	2019/11/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		
		<i>REMARKS: SD334685.</i>				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SD408152	2020/11/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2690712 ONTARIO INC.		
	REMARKS: SD386468.					
SD413805	2021/01/29	TRANSFER		*** COMPLETELY DELETED *** SOULE, GEORGE	11796844 CANADA INC.	
SD413806	2021/01/29	CHARGE		*** COMPLETELY DELETED *** 11796844 CANADA INC.	BASSETT REAL ESTATE CORPORATION INC. BASSETT, JAMIE	
SD413807	2021/01/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 11796844 CANADA INC.	BASSETT REAL ESTATE CORPORATION INC. BASSETT, JAMIE	
	REMARKS: SD413806					
SD472966	2023/03/28	CHARGE		*** COMPLETELY DELETED *** 11796844 CANADA INC.	LIFT CAPITAL INCORPORATED SMUDA, MARCIA	
SD472967	2023/03/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 11796844 CANADA INC.	LIFT CAPITAL INCORPORATED SMUDA, MARCIA	
	REMARKS: SD472966					
SD474109	2023/04/20	TRANSFER	\$287,500	11796844 CANADA INC.	14833074 CANADA INC.	C
SD474110	2023/04/20	CHARGE	\$750,000	14833074 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
SD474111	2023/04/20	NO ASSGN RENT GEN		14833074 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: SD474110					
SD474132	2023/04/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** LORI BASSETT PROFESSIONAL REAL ESTATE CORPORATION INC. BASSETT, JAMIE		
	REMARKS: SD413806.					
SD474139	2023/04/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIFT CAPITAL INCORPORATED SMUDA, MARCIA		
	REMARKS: SD472966.					

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit “28”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
**hereinafter referred to as "THE FINANCIAL INSTITUTION"**

AND: **14825641 CANADA INC.**  
**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of \_\_\_\_\_, or by law, a unanimous shareholder agreement or other act)

**hereinafter referred to as "THE BORROWER"**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$806,250.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **5.810%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
The loan shall be disbursed in a single disbursement to be made by **2023-09-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
The Borrower undertakes to repay the loan as follows:  
by means of **36** equal and consecutive **monthly** payments of **\$5,101.45** each **of principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**

**Generic conditions**

  - No change shall be made to the project without the Financial Institution's prior written consent.
  - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.

**Environmental commitments**

  - The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
    - the duly completed and executed "Environmental Risk Questionnaire".

**Property and casualty insurance**

  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
    - All-risk and civil liability insurance.**
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **55 Pelham Rd, St. Catharines ON L2S 1R5** from a well-known and recognized firm retained by the Financial Institution, i.e., **Colliers International**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - The first disbursement shall be made no later than **2023-09-30**.
  - Certified Plan of Survey and other documents required**
  - The Borrower shall provide, in a form satisfactory to the Financial Institution:
    - Obtain written confirmation/consent of Colliers International allowing the Caisse to use the Professional appraisal report for the building located at 55 Pelham Rd, St. Catharines ON L2S 1R5, as if the report was addressed to the Caisse**
  - Title insurance on the property located at **55 Pelham Rd, St. Catharines ON L2S 1R5** shall be required.
- 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION**  
The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:
  - modify the nature of its business.
  - if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
  - Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

## 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a **first** priority ranking collateral charge/mortgage of land registered against a property located at **55 PELHAM RD, ST CATHARINES, ON, L2S 1R5** and owned by **14825641 CANADA INC.** in the amount of **\$1,075,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$806,250.00**
  - with respect to the financing extended hereunders

## 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,821.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 11. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

## 12. DEFAULT

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

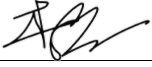
If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

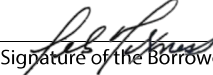
**13. OTHER MENTIONS**

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Signed at Burlington, on 2023-04-05.



Signature of the Financial Institution's representative  
**OLIVIA LI**



Signature of the Borrower or its representative  
**NÉLS J MOXNESS**

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit “29”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 46172 - 0104 LT Interest/Estate Fee Simple  
 Description LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES  
 Address 55 PELHAM ROAD  
 ST. CATHARINES

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 14825641 CANADA INC.  
 Address for Service 100G-1 Hunter St E, Hamilton, Ontario  
 L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

Capacity

Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
 Address for Service 40 ELM ST, UNIT 166 , SUDBURY, ON, P3C 1S8

**Provisions**

Principal \$1,075,000.00 Currency CDN  
 Calculation Period XXXX  
 Balance Due Date XXXX  
 Interest Rate Prime PLUS 10%  
 Payments  
 Interest Adjustment Date  
 Payment Date XXXX  
 First Payment Date  
 Last Payment Date  
 Standard Charge Terms 201909  
 Insurance Amount Full insurable value  
 Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 04 21  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 04 21  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**


Statutory Registration Fee \$69.00  
 Total Paid \$69.00

**File Number**

Chargor Client File Number : 4866  
 Chargee Client File Number : 725624

This is **Exhibit “30”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**14825641 CANADAN INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **55 PELHAM RD, ST CATHARINES, ON, L2S 1R5**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on April 17, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “31”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 46172 - 0104 LT  
*Description* LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES  
*Address* 55 PELHAM ROAD  
 ST. CATHARINES

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 14825641 CANADA INC.  
*Address for Service* 100G-1 Hunter St E, Hamilton, Ontario  
 L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40 ELM ST, UNIT 166 , SUDBURY, ON, P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, NR640079 registered on 2023/04/21 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 04 21
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 04 21
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 04 21
---------------------------------------	--	------------

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

<i>Applicant Client File Number :</i>	4866
<i>Party To Client File Number :</i>	725624

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**14825641 CANADAN INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **55 PELHAM RD, ST CATHARINES, ON, L2S 1R5**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on April 17, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
Nels Moxness (Apr 19, 2023 14:36 EDT)  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “32”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES

**55 Pelham Road, St. Catharines**

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 46172-0725

PIN CREATION DATE:

2003/10/27

OWNERS' NAMES

14825641 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/10/24 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2003/10/27 **</p>						
RO493091	1985/03/04	NOTICE				C
REMARKS: ZONING REGULATIONS						
RO625908	1991/04/05	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	MAGARO, EUGENIO MAGARO, ROSALIA	
RO625909	1991/04/05	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
NR212596	2009/07/03	TRANSFER		*** COMPLETELY DELETED *** MAGARO, EUGENIO MAGARO, ROSALIA	SWICK, GREGORY NATHAN SWICK, TWYLLA MARIE	
REMARKS: PLANNING ACT STATEMENTS						
NR212597	2009/07/03	CHARGE		*** COMPLETELY DELETED *** SWICK, GREGORY NATHAN SWICK, TWYLLA MARIE	CIBC MORTGAGES INC.	
NR212598	2009/07/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR214467	2009/07/22	DISCH OF CHARGE		SWICK, GREGORY NATHAN SWICK, TWYLLA MARIE  *** COMPLETELY DELETED *** BANK OF MONTREAL	CIBC MORTGAGES INC.	
NR337441	2013/10/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.	THE TORONTO-DOMINION BANK	
NR549240	2020/08/14	TRANSFER		*** COMPLETELY DELETED *** SWICK, GREGORY NATHAN SWICK, TWYLLA MARIE	11796844 CANADA INC.	
NR549241	2020/08/14	CHARGE		*** COMPLETELY DELETED *** 11796844 CANADA INC.	BRIDG MORTGAGE INVESTMENT CORPORATION	
NR549242	2020/08/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 11796844 CANADA INC.	BRIDG MORTGAGE INVESTMENT CORPORATION	
NR561051	2020/12/14	CHARGE		*** COMPLETELY DELETED *** 11796844 CANADA INC.	BRIDG MORTGAGE INVESTMENT CORPORATION	
NR567308	2021/02/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
NR598270	2021/12/03	CHARGE		*** COMPLETELY DELETED *** 11796844 CANADA INC.	CANLANKA VENTURES LTD.	
NR598271	2021/12/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 11796844 CANADA INC.	CANLANKA VENTURES LTD.	
NR598314	2021/12/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** BRIDG MORTGAGE INVESTMENT CORPORATION		
NR598315	2021/12/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** BRIDG MORTGAGE INVESTMENT CORPORATION		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #30

46172-0104 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR640078	2023/04/21	TRANSFER	\$682,500	11796844 CANADA INC.	14825641 CANADA INC.	C
NR640079	2023/04/21	CHARGE	\$1,075,000	14825641 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
NR640080	2023/04/21	NO ASSGN RENT GEN		14825641 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
NR640164	2023/04/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANLANKA VENTURES LTD.		

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This is **Exhibit “33”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



April 27th, 2023

12631521 Canada Inc.  
1 HUNTER STREET EAST, UNIT G100  
HAMILTON, ON, L8N 3W1

Attention: NELS J MOXNESS

**Subject: Financing Offer**

Sir,

Thank you for the opportunity to respond to your credit Facility needs. Desjardins, Canada's largest financial co-operative, is committed to supporting businesses by providing them access to the expertise of our entire network. We offer a full range of quality services that meet businesses' changing and growing needs. Like you, Desjardins and its member institutions actively contribute to the economic growth in their communities.


As part of our business relationship with you, CAISSE DESJARDINS ONTARIO CREDIT UNION INC. (hereinafter referred to as "**the Financial Institution**") would like to assist in the growth of 12631521 Canada Inc. (hereinafter referred to as "**the Borrower**"). Based on the documents and information you have provided us and subject to the terms and conditions set out herein, we are pleased to offer the credit facilities which are detailed in the attached document (hereinafter referred to as the "credit" or "Facility").

<b>Loan</b>	<b>C\$150,779.00</b>	<b>160 ALBERT STREET E</b>
<b>Loan</b>	<b>C\$202,303.00</b>	<b>153 CHURCH STREET</b>
<b>Loan</b>	<b>C\$156,969.00</b>	<b>802 BONNEY STREET</b>
<b>Loan</b>	<b>C\$154,994.00</b>	<b>678 ALBERT STREET W</b>
<b>Loan</b>	<b>C\$188,971.00</b>	<b>461 JOHN STREET</b>
<b>Loan</b>	<b>C\$180,136.00</b>	<b>21 CATHCART STREET</b>

If you agree to this Offer of Financing, please confirm your acceptance by returning us a copy of this document, signed by your authorized representative(s), including the duly signed "**GENERAL CONDITIONS**" sections attached hereto, which form an integral part of this Offer of Financing, no later than May 27, 2023. The Financial Institution reserves the right to cancel or amend this Offer of Financing if it is received after this date.

We trust that this Offer of Financing meets your needs. If you require any additional information, please feel free to contact us. Mrs. Olivia Li, your Account Manager, will be pleased to answer your questions and work with you. We look forward to working with you to develop a mutually beneficial business relationship.

Sincerely,

  
\_\_\_\_\_  
OLIVIA LI  
Account Manager

Your partner:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
40 ELM ST, UNIT 166  
SUDBURY, ON, P3C 1S8

**1. LOAN**

**Project**

Use of funds	Amount
160 ALBERT STREET E	\$150,779.00
<b>Total</b>	<b>\$150,779.00</b>

Source of funds	Amount
Loan	\$150,779.00
<b>Total</b>	<b>\$150,779.00</b>

**1.1 Amount and purpose**

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of one hundred fifty thousand seven hundred seventy-nine Canadian dollars (C\$150,779.00). Such loan shall be used solely for the purposes agreed to by the parties.

**1.2 Term**

3 years

**1.3 Amortization**

25 years

**1.4 Interest**

**1.4.1 Fixed rate**

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

**1.4.2 Interest adjustment date**

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

**1.5 Disbursement**

The loan shall be disbursed in a single disbursement.

## **1.6 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$955.87 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

## **1.7 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

## **1.8 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 160 Albert Street E, Sault Ste. Marie, ON P6A 2J3 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 160 Albert Street E, Sault Ste. Marie, ON P6A 2J3 will be required.

## **1.9 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

## 2. LOAN

### Project

Use of funds	Amount
153 CHURCH STREET	\$202,303.00
<b>Total</b>	<b>\$202,303.00</b>

Source of funds	Amount
Loan	\$202,303.00
<b>Total</b>	<b>\$202,303.00</b>

### 2.1 Amount and purpose

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of two hundred two thousand three hundred three Canadian dollars (C\$202,303.00). Such loan shall be used solely for the purposes agreed to by the parties.

Term

3 years

### 2.2 Amortization

25 years

### 2.3 Interest

#### 2.3.1 Fixed rate

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

#### 2.3.2 Interest adjustment date

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

### 2.4 Disbursement

The loan shall be disbursed in a single disbursement.

## **2.5 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$1,282.50 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

## **2.6 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

## **2.7 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 153 Church Street, Sault Ste. Marie, ON P6A 3H7 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 153 Church Street, Sault Ste. Marie, ON P6A 3H7 will be required.

## **2.8 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

### 3. LOAN

#### Project

Use of funds	Amount
802 BONNEY STREET	\$156,969.00
<b>Total</b>	<b>\$156,969.00</b>

Source of funds	Amount
Loan	\$156,969.00
<b>Total</b>	<b>\$156,969.00</b>

#### 3.1 Amount and purpose

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of one hundred fifty-six thousand nine hundred sixty-nine Canadian dollars (C\$156,969.00). Such loan shall be used solely for the purposes agreed to by the parties.

#### 3.2 Term

3 years

#### 3.3 Amortization

25 years

#### 3.4 Interest

##### 3.4.1 Fixed rate

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

##### 3.4.2 Interest adjustment date

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

#### 3.5 Disbursement

The loan shall be disbursed in a single disbursement.

### **3.6 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$995.11 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

### **3.7 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

### **3.8 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 802 Bonney Street, Sault Ste. Marie, ON P6C 1A3 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 802 Bonney Street, Sault Ste. Marie, ON P6C 1A3 will be required.

### **3.9 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

#### 4. LOAN

##### Project

Use of funds	Amount
678 ALBERT STREET W	\$154,994.00
<b>Total</b>	<b>\$154,994.00</b>

Source of funds	Amount
Loan	\$154,994.00
<b>Total</b>	<b>\$154,994.00</b>

##### 4.1 Amount and purpose

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of one hundred fifty-four thousand nine hundred ninety-four Canadian dollars (C\$154,994.00). Such loan shall be used solely for the purposes agreed to by the parties.

##### 4.2 Term

3 years

##### 4.3 Amortization

25 years

##### 4.4 Interest

###### 4.4.1 Fixed rate

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

###### 4.4.2 Interest adjustment date

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

##### 4.5 Disbursement

The loan shall be disbursed in a single disbursement.

#### **4.6 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$982.59 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

#### **4.7 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

#### **4.8 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 678 Albert Street W, Sault Ste. Marie, ON P6A 1C6 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 678 Albert Street W, Sault Ste. Marie, ON P6A 1C6 will be required.

#### **4.9 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

**5. LOAN**

**Project**

Use of funds	Amount
461 JOHN STREET	\$188,971.00
<b>Total</b>	<b>\$188,971.00</b>

Source of funds	Amount
Loan	\$188,971.00
<b>Total</b>	<b>\$188,971.00</b>

**5.1 Amount and purpose**

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of one hundred eighty-eight thousand nine hundred seventy-one Canadian dollars (C\$188,971.00). Such loan shall be used solely for the purposes agreed to by the parties.

**5.2 Term**

3 years

**5.3 Amortization**

25 years

**5.4 Interest**

**5.4.1 Fixed rate**

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

**5.4.2 Interest adjustment date**

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

**5.5 Disbursement**

The loan shall be disbursed in a single disbursement.

## **5.6 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$1,197.99 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

## **5.7 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

## **5.8 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 461 John Street, Sault Ste. Marie, ON P6C 3J8 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 461 John Street, Sault Ste. Marie, ON P6C 3J8 will be required.

## **5.9 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

## 6. LOAN

### Project

Use of funds	Amount
21 CATHCART STREET	\$180,136.00
<b>Total</b>	<b>\$180,136.00</b>

Source of funds	Amount
Loan	\$180,136.00
<b>Total</b>	<b>\$180,136.00</b>

### 6.1 Amount and purpose

Subject to the terms and conditions set forth below and in the "GENERAL CONDITIONS" attached hereto, the Financial Institution agrees to make a loan to the Borrower in the amount of one hundred eighty thousand one hundred thirty-six Canadian dollars (C\$180,136.00). Such loan shall be used solely for the purposes agreed to by the parties.

### 6.2 Term

3 years

### 6.3 Amortization

25 years

### 6.4 Interest

#### 6.4.1 Fixed rate

The loan shall bear interest, before as well as after maturity, default or judgment at a rate of 5.830% per annum calculated monthly, not in advance.

#### 6.4.2 Interest adjustment date

All interest accrued on the thirtieth day prior to the first payment date shall be paid on such date. If the frequency of payments is weekly, interest accrued shall be paid on the seventh day prior to the first payment date.

Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be capitalized but remains payable on demand.

### 6.5 Disbursement

The loan shall be disbursed in a single disbursement.

## **6.6 Repayment**

The Borrower undertakes to repay the loan as follows:

- Periodic equal payments: by means of 36 monthly equal and consecutive payments of C\$1,141.98 of principal and interest, with the first payment to be made on the 30th day following the disbursement and the others successively:
  - until the expiry of the 3-year term beginning on the date of the disbursement inclusive, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms are determined on the basis of an amortization period of 25 years.

## **6.7 Prepayment**

The loan may be prepaid, in whole or in part subject to the payment of an indemnity calculated as set forth in the "GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN".

A prepayment shall not release the Borrower from its obligation to continue making the payments provided for herein.

## **6.8 Facility disbursement prerequisites**

- The Borrower shall at all times maintain an insurance policy for damages (fire, theft, vandalism) and other risks, including the following coverage, with proceeds payable to the Financial Institution:
  - Loss of rental income as a result of a claim;
  - All-risk and civil liability insurance.
- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report with respect to 21 Cathcart Street, Sault Ste. Marie, ON P6A 1C9 from a well-known and recognized firm retained by the Financial Institution, i.e. Avison Young Valuation & Advisory Services. The report shall be satisfactory to the Financial Institution.
- Title insurance for the property located at 21 Cathcart Street, Sault Ste. Marie, ON P6A 1C9 will be required.

## **6.9 Special Facility conditions**

- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The first disbursement shall be made no later than October 19, 2023.
- No amendment to the project shall take place without the Financial Institution's written consent.

## **7. GENERIC CONDITIONS**

### **7.1 Conditions applicable to Facility**

- The Borrower agrees to hold and maintain its main operating account at the Financial Institution and to carry out its current transactions through this account.

## **8. FINANCIAL INSTITUTION'S PRIOR CONSENT**

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- Modify the nature of its business;
- If the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) controlling the Borrower, directly or indirectly. Control is currently in the hands of Nels Moxness.

The obligation to obtain the Financial Institution's prior written consent for the aforementioned transactions and operations shall, from now on, apply to any other Facility the Financial Institution made available to the Borrower and this obligation shall continue to apply to any other Facility, even if the present Facility is repaid.

## **9. DOCUMENTS TO BE PROVIDED**

In order for the Financial Institution to periodically review or renew the Facility(ies), the Borrower shall provide it with the following documents:

- All information and documents that may reasonably be requested (such as financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, personal balance sheet of any credit-related guarantor).

## 10. SECURITY APPLICABLE TO

### 10.1 The loan in the amount of \$150,779.00

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 160 Albert Street E, Sault Ste. Marie, ON P6A 2J3 and owned by 12631521 CANADA INC. in the amount of \$330,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$150,779.00
  - with respect to the Facility made available to the Borrower.

### 10.2 The loan in the amount of \$202,303.00

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 153 Church Street, Sault Ste. Marie, ON P6A 3H7 and owned by 12631521 CANADA INC. in the amount of \$280,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$202,303.00
  - with respect to the Facility made available to the Borrower.

### 10.3 The loan in the amount of \$156,969.00

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 802 Bonney Street, Sault Ste. Marie, ON P6C 1A3 and owned by 12631521 CANADA INC. in the amount of \$240,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$156,969.00
  - with respect to the Facility made available to the Borrower.

#### **10.4 The loan in the amount of \$154,994.00**

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 678 Albert Street W, Sault Ste. Marie, ON P6A 1C6 and owned by 12631521 CANADA INC. in the amount of \$240,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$154,994.00
  - with respect to the Facility made available to the Borrower.

#### **10.5 The loan in the amount of \$188,971.00**

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 461 John Street, Sault Ste. Marie, ON P6C 3J8 and owned by 12631521 CANADA INC. in the amount of \$320,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$188,971.00
  - with respect to the Facility made available to the Borrower.

#### **10.6 The loan in the amount of \$180,136.00**

The performance of the Borrower's obligations set forth herein or arising herefrom shall at all times be secured by the following security interests or charges:

- A first priority ranking collateral charge/mortgage of land registered against a property located at 21 Cathcart Street, Sault Ste. Marie, ON P6A 1C9 and owned by 12631521 CANADA INC. in the amount of \$260,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario.
- a guarantee from NELS J MOXNESS in the amount of \$180,136.00
  - with respect to the Facility made available to the Borrower.

## **11. FEES AND COSTS**

Upon the signature hereof, the Borrower shall pay to the Financial Institution an amount of \$3,800.00 for the cost of analyzing the Facility application and opening the file which amount is not refundable even if the Facility hereunder is not disbursed. Such costs are over and above the other costs payable by the Borrower (professional fees, if any, registration fees of charges and personal property security, etc.).

The Borrower shall pay to the Financial Institution the costs relating to the analysis of the Facility application and file opening including, if applicable, costs to prepare and register charges and personal property securities and fees for monthly management, monthly or annual follow-up and periodic review. The Borrower shall also pay the availability fees for an unused credit and the maintenance fees for a revolving credit.

With respect to any credit except a variable credit, in the event sufficient funds are unavailable in the account from which the payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw said payment. The Borrower may at any time enquire at the Financial Institution to ascertain the applicable fees.

The Borrower will also pay the fees relating to increased control, late document submission, notification, extension, renewal, for a Specific Advance under the revolving credit, third-party assumption in case of disposal of charged or secured property, release and discharge, as the case may be, when the Facility(ies) stipulated hereunder have been completely repaid.

The Borrower acknowledges having been informed of such fees and costs and that they may be modified from time to time by the Financial Institution.

The Borrower shall also pay other fees and costs that could become applicable to such Facility, pursuant to the fee policy then in effect at the Financial Institution.

The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the fees and costs set forth herein.

## **12. GENERAL CONDITIONS**

The "GENERAL CONDITIONS" attached hereto form an integral part of this Offer of Financing as if they were incorporated directly herein.

## **13. DEEMED AGREEMENT(S)**

When accepted and signed by the Borrower, this Offer of Financing will be deemed to constitute one or more of the following agreement(s): a variable credit agreement, a revolving credit agreement, a loan agreement, a split loan agreement, a credit agreement and/or a wholesale inventory Facility agreement, as the case may be. The date of the signature of such agreement(s) shall be deemed to be the date of its signature by the Borrower and such agreement(s) shall replace any prior verbal and/or written agreement between the parties concerning the Facility(ies) provided for herein.

The Financial Institution shall subsequently see to the preparation of the documentation relating to any charge or security provided for in this Offer of Financing and such documentation shall be completed and registered to the satisfaction of the Financial Institution and its legal counsel, if applicable, prior to any disbursement.

**14. ACCEPTANCE**

By accepting this Offer of Financing, the Borrower confirms that all the financial and other documents and information provided to the Financial Institution to obtain this Facility are accurate and complete. If they are inaccurate or incomplete, this Offer may be cancelled at the Financial Institution's discretion.

This Offer of Financing is valid until 5:00 p.m. on May 27th, 2023. After that time, the Financial Institution may amend or withdraw it.

Per:   
OLIVIA LI  
Account Manager

**BORROWER'S ACCEPTANCE**

I (We) the undersigned NELS J MOXNESS, the Borrower, the representative(s) of the Borrower (in the case of a body corporate, such representative(s) state(s) that it has (they have) the authority to bind the corporation) accept all the terms and conditions set out in this Financing Offer.

Signed on May 2, 2023

By: *Nels Moxness*  
Nels Moxness (May 2, 2023 09:50 EDT)

NELS J MOXNESS

## GENERAL CONDITIONS APPLICABLE TO ALL FACILITIES

The Borrower acknowledges having read the representations, warranties, conditions, obligations and other provisions set out below and agrees that they form an integral part of the Offer of Financing to which they are attached as a schedule, as if they were fully set out in the Offer. Consequently, by accepting such Offer of Financing, the Borrower is deemed to have made the following representations and warranties and undertakes to abide by all of the following conditions, obligations and other provisions.

### 1. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants that:

- a) It holds all the permits, licenses, trademarks, authorizations and patents required to operate its business;
- b) There has been no material adverse change in its financial situation since the date of its last annual or interim financial statements as submitted to the Financial Institution (or since the date the last personal balance sheet(s) was submitted to the Financial Institution if the Borrower is one or more individual). Such financial statements (and/or personal balance sheet(s)) accurately represent its (their) financial situation as at the date they were prepared. The Borrower has not incurred and does not anticipate incurring any material liability of which the Financial Institution has not already been informed;
- c) It is not involved in any legal proceeding or litigation that could materially affect its financial situation and/or business operations;
- d) It is not in default under any legislation or regulation applicable to the operation of its business and to its property or with respect to applicable environmental requirements and standards;
- e) All its tax debts, including source deductions, HST and income taxes, as well as all taxes or contributions, the payment of which is secured or can be secured by a government priority or a lien or deemed trust, have been paid without subrogation;
- f) It possesses good title to the property secured by the charges and security interests required by the Financial Institution, and said property is free and clear of any government priority, hypothec, lien charge, security interest or other encumbrance, except those that will be paid in full and discharged following disbursement of the Facility extended pursuant to this Offer of Financing or if the Financial Institution has expressly permitted such prior ranking encumbrance.
- g) If the Borrower is required to submit documents to the Financial Institution, the Borrower agrees that the submitted documents shall be deemed originals and shall constitute admissible written evidence in a legal proceeding, regardless of the format of these documents or the method used (such as email and fax) to submit them. Moreover, when the Borrower or its representatives or employees submits or transmits documents to the Financial Institution, the Financial Institution shall assume that all details and information contained in these documents have been verified and validated by the Borrower and are complete and accurate. The Borrower shall assume full responsibility, including vicarious liability, for any incomplete, erroneous, missing or inaccurate information submitted in the documents, if applicable. The Borrower also acknowledges that the Financial Institution may demand the immediate repayment of the amounts loaned.

### 2. CONDITIONS PRECEDENT TO DISBURSEMENT

The following conditions must be fulfilled to the satisfaction of the Financial Institution prior to the disbursement of any Facility contemplated in this Offer of Financing:

- a) The Borrower shall provide the Financial Institution with:
  - i. A certified true copy of its constituting documents and any subsequent amendments, as well as any by-law, resolution or other document authorizing the loans and charges and security interests contemplated herein and designating the individuals authorized to execute the documents required to give effect to the Offer of Financing;
  - ii. Evidence of insurance in accordance with the requirements set out in the relevant standard charge terms or security agreements and insuring the property secured pursuant to such charges or security interests;
  - iii. Any other duly executed document, as the case may be, that may be useful or deemed necessary by the Financial Institution or its solicitor, in order to give full effect hereto;
- b) The required third-party guarantees have been provided and the charges and security interests have been registered and have the required rank;
- c) The Borrower has paid to the Financial Institution the expenses relating to the analysis and review of the file, the appraisal costs incurred by the Financial Institution and the expenses for the preparation and registration of the required charges and security interests (including legal fees, if applicable);
- d) If amounts loaned must be covered by a government guarantee or by mortgage insurance, the program or mortgage insurance conditions shall be fully complied with.

If a material change occurs in the Borrower's situation after this Offer of Financing is accepted and the Financial Institution deems that such change increases its risk, the Financial Institution may, in its sole discretion, cancel the Facilities made available hereunder, refuse to disburse any Facility not yet disbursed, and demand repayment of all amounts already disbursed.

### 3. GENERAL OBLIGATIONS OF THE BORROWER

Until such time as all the amounts owed to the Financial Institution under this Offer of Financing have been duly repaid, the Borrower shall:

- a) At all times hold the permits, licenses, trademarks, authorizations and patents required to operate its business;
- b) Use any Facility granted by the Financial Institution pursuant to this Offer of Financing for the purposes set out therein or otherwise agreed to by the Financial Institution;
- c) Maintain, for all property charged or secured as collateral, the insurance required by the standard charge terms and security agreements;
- d) Provide the Financial Institution with any information or document it may reasonably request;
- e) Allow the Financial Institution's representatives to visit and have access to its places of business, examine its accounting books and records, and make copies or take extracts if deemed necessary;
- f) Advise the Financial Institution in writing of the occurrence of any fact or event which may constitute an event of default under this agreement and/or any standard charge terms or security agreement;
- g) Abide by all other obligations and undertakings stipulated in the standard charge terms, security agreements and other similar document.

### 4. DEFAULT

The Borrower shall be in default in each of the following cases:

- a) If the Borrower fails to fulfill any obligation set out in this Offer of Financing, the standard charge terms, security agreements, any other related document and any other credit or security agreement entered into with the Financial Institution;
- b) If the Borrower draws a cheque that brings the variable credit balance, if applicable, to an amount greater than the amount authorized hereunder;
- c) If a statement, representation or warranty made in connection with this Offer of Financing proves to be false or misleading;
- d) If the Borrower or any person acting as guarantor or having granted a charge or security interest for any Facility provided for herein goes bankrupt or becomes insolvent or files a proposal that is rejected or annulled, or if the property charged as security is the subject of a seizure by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of mortgage or other remedy, a notice of withdrawal of authorization to collect debts or rent or a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or similar proceeding and the Financial Institution is the subject of such proceeding, or if the Borrower ceases to operate its business;
- e) If the Borrower fails to fulfill any obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to all of its other rights and remedies, demand full and immediate payment of the amounts loaned, accrued interest and any other amount payable by the Borrower under this Offer of Financing and any other credit agreement entered into with the Financial Institution. Failure by the Financial Institution to rely upon its rights in case of default should not be construed as a waiver of such rights.

The Financial Institution may also, in its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, come to terms with the Borrower without affecting its rights and remedies against guarantors, as the case may be.

### 5. OTHER CONDITIONS

#### a) Debit authorization

Any amount due by the Borrower may be debited from any of its accounts held at the Financial Institution, or from its variable or revolving credit, as the case may be.

#### b) Payment application

All amounts collected from the Borrower or any other person or from the proceeds of the realization of collateral or any other source may be applied by the Financial Institution to the payment or reduction of any debt owing by the Borrower to the Financial Institution as it determines in its sole discretion. Such amounts shall first be applied to accrued interest and to the cost of life insurance and disability insurance purchased in relation to any Facility provided herein, as the case may be, and then to the repayment of the principal.

#### c) Periodic review

Any Facility granted under this Offer of Financing may be periodically reviewed by the Financial Institution and there shall be an annual review of such Facility at a time to be determined by the Financial Institution.

**d) No assignment**

The rights arising from this Offer of Financing may be assigned or transferred by the Borrower to a third party solely upon prior written consent of the Financial Institution and subject to the conditions set by the Financial Institution.

**e) No merger**

Any subsequent registration of a charge (mortgage) or Facility statement or any first advances of monies under any facility described herein shall not extinguish or otherwise cause or create a merger with the covenants and provisions herein or any document relating hereto or contained in any other credit or security document required under this Offer to Finance.

**f) Accounting terms**

Unless otherwise stipulated, the accounting terms used in this Offer of Financing, as the case may be, shall have the meaning given to them by generally accepted accounting principles in Canada as published by the Canadian Institute of Chartered Accountants.

**g) Joint and several liabilities**

Any debt owed to the Financial Institution arising from this Offer of Financing may be claimed from the Borrower's personal representatives, heirs, or successors and assigns and any surety, if applicable.

If the term "Borrower" refers to more than one individual, each one shall be jointly and severally liable for the performance of the obligations set out in this Offer of Financing, any related document and any agreement to amend or renew any Facility made available hereunder.

If any Facility is subject to a guarantee from a third party, the obligations of the guarantor or guarantors shall be joint and several.

**h) Applicable legislation**

This Offer of Financing and all documents relating thereto shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario and any dispute regarding their interpretation or enforcement may only be submitted to the courts of the Province of Ontario.

**i) Payments on non-business days**

If the payment due date for a variable credit or revolving credit falls on a day that is not a "Business day", the Financial Institution may debit the Borrower's account(s) on the next "Business day", and interest shall accrue in the meantime.

**j) Interest**

Interest payable shall be debited automatically from the Borrower's PCA account(s).

For a variable credit, revolving credit and mortgage envelope, the Financial Institution may at any time, upon 30 days' prior written notice, amend any premium percentage to its "Financial Institution's Prime Rate" and "Financial Institution's US Prime Rate" provided for herein.

Interest in arrears

Any interest unpaid on the due date shall itself bear interest at the rate applicable to the principal that generated it. Such interest may be capitalized but remains payable on demand.

**k) Assumption**

In the event of an assumption of the Facility due to a sale or other disposal of the secured property, the acquiring party shall be approved by the Financial Institution.

**6. OTHER DOCUMENTS**

The Borrower and any guarantor shall execute any other document that the Financial Institution may require to give full effect to the obligations, representations, warranties and undertakings stipulated in this Offer of Financing.

**7. SUCCESSORS AND ASSIGNS**

This Offer of Financing is binding upon the Borrower, its successors, beneficiaries, executors, personal representatives and assigns, as well as the Financial Institution, its successors and assigns.

**8. DEFINITIONS**

For purposes of construing this Offer of Financing, the following terms and/or expressions shall have the meaning ascribed to them below:

**Business day:** Any day, excluding Saturday, Sunday and any other statutory holiday or day on which banks are closed in Canada.

## GENERAL CONDITIONS SPECIFIC TO A LOAN AND SPLIT LOAN

### 1. OTHER CONDITIONS

#### 1.1. Disbursement

Disbursement shall be conditional upon the charges and security interests requested by the Financial Institution being registered and perfected to its satisfaction, the secured collateral being insured in accordance with the standard charge terms and security agreements, the supporting documentation (invoices, deed, etc.) required by the Financial Institution having been provided and the conditions precedent stipulated herein having been duly met.

#### 1.2. Interest (clause only applicable to a variable rate loan or split loan)

If the term and amortization of a loan and/or a tranche of a split loan exceed five years, the Financial Institution may, after the fifth anniversary of this Offer's acceptance date, upon 30 days' prior written notice, amend the premium percentage indicated in the "LOAN" section and/or the "SPLIT LOAN" section, as applicable, to the "Financial Institution's Prime Rate" or the "Financial Institution's US Prime Rate". If such premium percentage increases, the Borrower may, within 30 days of receipt of such notice, prepay the loan or tranche of the relevant split loan without paying the Financial Institution an indemnity.

#### 1.3. Payment allocation

Any payment received by the Financial Institution shall first be allocated to accrued interest and, if applicable, to the cost of life and/or disability insurance at the additional rate mentioned herein and then to the repayment of principal. The payments shall be allocated to the principal, commencing with the longest outstanding, only when all interest and insurance premiums have been paid in full. In the case of a split loan, if a payment is insufficient to cover the sums due on the different tranches, the Financial Institution shall allocate the payment in its discretion. The same shall apply to any other amount received, inter alia from the realization of secured collateral.

### 2. PREPAYMENT OF A LOAN OR A TRANCHE OF A SPLIT LOAN

Any loan or tranche of a split loan may be prepaid subject to the payment of the indemnity calculated as set forth below, unless this Offer of Financing states that such loan or tranche of a split loan may be prepaid without paying an indemnity. In the case of a tranche of a split loan, the word "loan" in the following clauses is replaced by the word "tranche", and the clauses shall be read with necessary modifications.

#### 2.1. For a fixed-rate loan

The Borrower may at any time prepay the loan, in whole or in part, subject to the payment to the Financial Institution of an indemnity equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable to the loan;
- An amount equal to the interest calculated on the amount prepaid until the maturity date of the loan at an interest rate corresponding to the difference between: i) the interest rate then applicable to the loan and ii) the rate of return of Government of Canada bonds (or U.S. government bonds, for a term loan in American dollars) with a fixed term of one year if, at the time of the prepayment, less than 24 months remain until the maturity date of the loan, 2 years if 24 to 36 months remain, 3 years if 36 to 48 months remain, 4 years if 48 to 60 months remain, and 5 years if 60 months or more remain. The rates of return of the said bonds are as shown, on the date of prepayment, by the Bloomberg information system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if available.

However, if the prepayment is made less than three months prior to maturity of the loan, the indemnity shall not exceed the interest at the rate then applicable to the loan calculated on the prepaid amount from the prepayment date until the maturity date of the loan.

#### 2.2. For a variable-rate loan

The Borrower may at any time prepay the loan, in whole or in part, subject to the payment to the Financial Institution of an indemnity equal to three months' interests on the amount prepaid at the interest rate then applicable to the loan. However, if the payment is made less than three months prior to the maturity of the loan, the indemnity shall not exceed the interest at the rate then applicable to the loan calculated on the prepaid amount from the prepayment date to the maturity date of the loan.

### 2.3. For a loan with a periodically revisable rate

The Borrower may, at any time, prepay the loan in whole or in part, subject to the payment to the Financial Institution of an indemnity equal to three months' interests on the amount of the loan being prepaid, at the interest rate then applicable to the loan. However, if the prepayment is made less than three months before the term of the loan, this indemnity shall not exceed the interest at the rate then applicable to the loan, calculated on the amount of the loan being prepaid from the date of such prepayment until the term of the loan.

### 3. FOREIGN EXCHANGE RISK, CURRENCY CONVERSION AND EXCHANGE RATE FOR USD LOANS

- a) **Foreign exchange risk:** If a loan is made in American dollars, the Borrower acknowledges having requested that such loan be made in said currency. The Borrower therefore assumes all risks with respect to variations in the exchange rate.
- b) **Currency conversion:** Should a currency conversion into Canadian dollars be necessary, for instance if debt collection is necessary, the Borrower acknowledges that the Financial Institution may, in its sole discretion, make the conversion at the exchange rate in effect on the date collection takes place or on the date of the judgment or, in all other cases, on the date on which the conversion has to be made. Should the exchange rate change between the conversion date and the payment date, the Borrower shall, on the payment date, pay to the Financial Institution any additional amount that may be required so that the amount paid on that date in Canadian dollars shall be equal, after conversion at the exchange rate carried out on the payment date, to the amount then due in American dollars. Any amount payable by the Borrower pursuant to the foregoing is a separate debt and shall not be affected by a judgment obtained for any other amount due as a result of or under the terms hereof.
- c) **Exchange rate:** When used herein, the expression "exchange rate" shall mean the official Bank of Canada ("USD/CAD Noon Rate") exchange rate in effect on the conversion date, if applicable, plus any premium and conversion fee payable. If the Bank of Canada Noon Rate is unavailable on the conversion date, the Financial Institution may, in its sole discretion, carry out the conversion at the rate in effect on the day immediately preceding or following the conversion, where such rate is available.

**BORROWER'S ACCEPTANCE**

I (We) the undersigned NELS J MOXNESS, the Borrower or the representative(s) of the Borrower (in the case of a body corporate, such representative(s) state(s) that it has (they have) the authority to bind the corporation) acknowledge(s) that I (we) have read the foregoing general conditions, which are an integral part of the Offer of Financing to which they are attached as a schedule, and accept them.

Signed on May 2, 2023

By: *Nels Moxness*  
Nels Moxness (May 2, 2023 09:50 EDT)

NELS J MOXNESS

This is **Exhibit “34”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0088 LT *Interest/Estate* Fee Simple  
*Description* LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE  
*Address* 160 ALBERT STREET EAST  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East  
 Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
<i>Address for Service</i> 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8		

**Provisions**

<i>Principal</i>	\$330,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	XXXX		
<i>Balance Due Date</i>	XXXX		
<i>Interest Rate</i>	Prime + 10%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	XXXX		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	201909		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>	Nels Moxness		

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 05 04
---------------------	--	--------------------------	-------------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5		2023 05 04
---------------------------------------	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Chargor Client File Number :* 5010  
*Chargee Client File Number :* 725626

This is **Exhibit “35”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **160 ALBERT STREET E, SAULT STE. MARIE, ON, P6A 2J3**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 09:50 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “36”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0088 LT  
*Description* LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE  
*Address* 160 ALBERT STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL264332 registered on 2023/05/04 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5010

*Party To Client File Number :* 725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **160 ALBERT STREET E, SAULT STE. MARIE, ON, P6A 2J3**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 09:50 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “37”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31541 - 0204 LT *Interest/Estate* Fee Simple  
*Description* LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE  
*Address* 153 CHURCH STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East  
 Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
<i>Address for Service</i> 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8		

**Provisions**

<i>Principal</i>	\$280,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	XXXX		
<i>Balance Due Date</i>	XXXX		
<i>Interest Rate</i>	Prime + 10%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	XXXX		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	201909		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>	Nels Moxness		

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 05 04
---------------------	--	--------------------------	-------------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5		2023 05 04
---------------------------------------	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Chargor Client File Number :* 5011  
*Chargee Client File Number :* 725626

This is **Exhibit “38”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **153 CHURCH STREET, SAULT STE. MARIE, ON, P6A 3H7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 10:02 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “39”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31541 - 0204 LT  
*Description* LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE  
*Address* 153 CHURCH STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL264341 registered on 2023/05/04 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 05 04
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 05 04
---------------------	--	---------------------------	--------	------------

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5		2023 05 04
---------------------------------------	--	--	------------

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

<i>Applicant Client File Number :</i>	5011
<i>Party To Client File Number :</i>	725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **153 CHURCH STREET, SAULT STE. MARIE, ON, P6A 3H7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

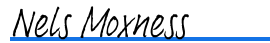
- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 10:02 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “40”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31609 - 0099 LT Interest/Estate Fee Simple  
Description LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923;  
S/T T221041, T225544E; SAULT STE. MARIE  
Address 802 BONNEY STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 12631521 CANADA INC.  
Address for Service G100 - 1 Hunter Street East  
Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
Address for Service 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Provisions**

Principal \$240,000.00 Currency CDN  
Calculation Period XXXX  
Balance Due Date XXXX  
Interest Rate Prime + 10%  
Payments  
Interest Adjustment Date  
Payment Date XXXX  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor Nels Moxness

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 08  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5012  
Chargee Client File Number : 725626

This is **Exhibit “41”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **802 BONNEY STREET, SAULT STE. MARIE, ON, P6C 1A3**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 10:22 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “42”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31609 - 0099 LT  
*Description* LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923;  
 S/T T221041, T225544E; SAULT STE. MARIE  
*Address* 802 BONNEY STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL264467 registered on 2023/05/08 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 08  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5012

*Party To Client File Number :* 725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **802 BONNEY STREET, SAULT STE. MARIE, ON, P6C 1A3**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 10:22 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “43”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31578 - 0013 LT *Interest/Estate* Fee Simple  
*Description* PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE  
*Address* 678 ALBERT STREET WEST SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East  
 Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)** *Capacity* *Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Provisions**

*Principal* \$240,000.00 *Currency* CDN  
*Calculation Period* XXXX  
*Balance Due Date* XXXX  
*Interest Rate* Prime + 10%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* XXXX  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor* Nels Moxness

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall  
 K6H 3S5  
 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

*Chargor Client File Number :* 5013  
*Chargee Client File Number :* 725626

This is **Exhibit "44"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **678 ALBERT STREET W, SAULT STE. MARIE, ON, P6A 1C6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 12:25 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “45”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31578 - 0013 LT  
*Description* PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE  
*Address* 678 ALBERT STREET WEST SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document. This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
<i>Address for Service</i> 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents. This notice may be deleted by the Land Registrar when the registered instrument, AL264334 registered on 2023/05/04 to which this notice relates is deleted  
 Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 05 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 05 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 05 04
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5013  
*Party To Client File Number :* 725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **678 ALBERT STREET W, SAULT STE. MARIE, ON, P6A 1C6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 12:25 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “46”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31572 - 0211 LT *Interest/Estate* Fee Simple  
*Description* LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17  
 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE  
*Address* 461 JOHN STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East  
 Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC.		
<i>Address for Service</i> 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8		

**Provisions**

<i>Principal</i>	\$320,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	XXXX		
<i>Balance Due Date</i>	XXXX		
<i>Interest Rate</i>	Prime + 10%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	XXXX		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	201909		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>	Nels Moxness		

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 05 04
---------------------	--	--------------------------	-------------------

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5		2023 05 04
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Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Chargor Client File Number :* 5014  
*Chargee Client File Number :* 725626

This is **Exhibit “47”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **461 JOHN STREET, SAULT STE. MARIE, ON, P6C 3J8**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 13:13 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “48”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31572 - 0211 LT  
*Description* LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE  
*Address* 461 JOHN STREET SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document. This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
<i>Address for Service</i>	40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents. This notice may be deleted by the Land Registrar when the registered instrument, AL264336 registered on 2023/05/04 to which this notice relates is deleted  
 Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 05 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 05 04
---------------------	--	---------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 05 04
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5014  
*Party To Client File Number :* 725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **461 JOHN STREET, SAULT STE. MARIE, ON, P6C 3J8**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 13:13 EDT)

Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “49”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0075 LT *Interest/Estate* Fee Simple  
*Description* LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE  
*Address* 21 CATHCART STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)** *Capacity* *Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Provisions**

*Principal* \$260,000.00 *Currency* CDN  
*Calculation Period* XXXX  
*Balance Due Date* XXXX  
*Interest Rate* Prime + 10%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* XXXX  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor* Nels Moxness

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

*Chargor Client File Number :* 5015  
*Chargee Client File Number :* 725626

This is **Exhibit “50”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **21 CATHCART STREET, SAULT STE. MARIE, ON, P6A 1C9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 Nels Moxness (May 2, 2023 20:07 EDT)  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “51”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0075 LT  
*Description* LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE  
*Address* 21 CATHCART STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 12631521 CANADA INC.  
*Address for Service* G100 - 1 Hunter Street East Hamilton  
 ON L8N 3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
*Address for Service* 40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL264338 registered on 2023/05/04 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Kaitlen Anne Martin 217 Adolphus street acting for Signed 2023 05 04  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 05 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5015

*Party To Client File Number :* 725626

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY (ONTARIO), P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**12631521 CANADA INC.**

Name of member

**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

and municipally known as **21 CATHCART STREET, SAULT STE. MARIE, ON, P6A 1C9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at virtually, on May 2, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (May 2, 2023 20:07 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “52”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE

160 Albert Street East, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

12631521 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY414	1888/04/18	PLAN SUBDIVISION				C
	REMARKS: RY414=PL414					
T4052	1956/04/25	TRANSFER		*** COMPLETELY DELETED ***	LAVORATO, GUIDO LAVORATO, ROSINA	
T304150	1989/08/18	DEPOSIT				C
AL144622	2015/04/22	APL OF SURV-LAND		*** COMPLETELY DELETED *** LAVORATO, GUIDO	LAVORATO, ROSINA	
AL144699	2015/04/24	TRANSFER		*** COMPLETELY DELETED *** LAVORATO, ROSINA	LINDBACK, DANIEL MARK	
	REMARKS: PLANNING ACT STATEMENTS.					
AL144700	2015/04/24	CHARGE		*** COMPLETELY DELETED *** LINDBACK, DANIEL MARK	THE BANK OF NOVA SCOTIA	
AL225255	2021/03/19	TRANSFER	\$135,000	LINDBACK, DANIEL MARK	12631521 CANADA INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31543-0088 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL225256	2021/03/19	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	COMMUNITY TRUST COMPANY	
AL225257	2021/03/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	COMMUNITY TRUST COMPANY	
	REMARKS: AL225256.					
AL225833	2021/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: AL144700.					
AL243511	2022/02/16	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** COMMUNITY TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: AL225256					
AL264332	2023/05/04	CHARGE	\$330,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264333	2023/05/04	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: AL264332					
AL264344	2023/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
	REMARKS: AL225256.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE

153 Church Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

12631521 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY310	1888/03/27	PLAN SUBDIVISION				C
REMARKS: H62=PLAN 310						
T334128	1992/03/20	TRANSFER		*** COMPLETELY DELETED ***	ISKROWICZ, JOHN ARTHUR MARK	
T334129	1992/03/20	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
AL9823	2006/11/21	CHARGE		*** COMPLETELY DELETED *** ISKROWICZ, JOHN ARTHUR MARK	MERIDIAN CREDIT UNION LIMITED	
AL12601	2007/02/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: T334129						
AL53071	2009/05/01	TRANSFER		*** COMPLETELY DELETED *** ISKROWICZ, JOHN ARTHUR MARK	HERMANN, CURTIS MICHAEL	
REMARKS: PLANNING ACT STATEMENTS						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31541-0204 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL54007	2009/05/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** MERIDIAN CREDIT UNION LIMITED		
	REMARKS: RE: AL9823					
AL60513	2009/10/06	CHARGE		*** COMPLETELY DELETED *** HERMANN, CURTIS MICHAEL	THE TORONTO-DOMINION BANK	
AL226054	2021/04/06	TRANSFER	\$174,900	HERMANN, CURTIS MICHAEL	12631521 CANADA INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
AL226055	2021/04/06	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	RENZONE, MICHELE	
AL226056	2021/04/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	RENZONE, MICHELE	
	REMARKS: AL226055					
AL229564	2021/06/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: AL60513.					
AL249283	2022/06/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** RENZONE, MICHELE	THE LION'S SHARE GROUP INC.	
	REMARKS: AL226055.					
AL264341	2023/05/04	CHARGE	\$280,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264342	2023/05/04	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: AL264341					
AL264343	2023/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE LION'S SHARE GROUP INC.		
	REMARKS: AL226055.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE

**802 Bonney Street, Sault Ste. Marie**

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/08/22

OWNERS' NAMES

12631521 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>328</b></p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/08/19 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **</p>						
J1598	1901/07/30	PLAN SUBDIVISION				C
T221041	1981/07/24	TRANSFER EASEMENT			BELL CANADA	C
1R4923	1982/01/21	PLAN REFERENCE				C
T225544E	1982/02/12	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
T447765	2004/05/26	TRANS POWER SALE		*** COMPLETELY DELETED ***	MORISSETTE, CINDY MORISSETTE, GAETAN	
T447766	2004/05/26	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
LT261604	2005/12/23	LIEN		*** COMPLETELY DELETED *** LEGAL AID ONTARIO		
AL2522	2006/06/19	LIEN		*** COMPLETELY DELETED *** LEGAL AID ONTARIO		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #1

31609-0099 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 11:10:37

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL78062	2010/10/19	TRANSFER		*** COMPLETELY DELETED *** MORISSETTE, CINDY MORISSETTE, GAETAN	MORISSETTE, GAETAN	
AL105523	2012/07/20	TRANSFER		*** COMPLETELY DELETED *** MORISSETTE, GAETAN	MICHNICK, KARIN	
AL105524	2012/07/20	CHARGE		*** COMPLETELY DELETED *** MICHNICK, KARIN	INVESTORS GROUP TRUST CO. LTD.	
AL105527	2012/07/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MICHNICK, KARIN	INVESTORS GROUP TRUST CO. LTD.	
	REMARKS: AL105524.					
AL106257	2012/08/03	DISCHARGE INTEREST		*** COMPLETELY DELETED *** LEGAL AID ONTARIO		
	REMARKS: LT261604.					
AL106258	2012/08/03	DISCHARGE INTEREST		*** COMPLETELY DELETED *** LEGAL AID ONTARIO		
	REMARKS: AL2522.					
AL106744	2012/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: T447766.					
AL224700	2021/03/05	TRANSFER	\$91,500	MICHNICK, KARIN	12631521 CANADA INC.	C
AL224701	2021/03/05	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	THE LIONS SHARE GROUP INC.	
AL224702	2021/03/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	THE LION'S SHARE GROUP INC.	
	REMARKS: AL224701. RENTS					
AL226596	2021/04/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** INVESTORS GROUP TRUST CO. LTD.		
	REMARKS: AL105524.					
AL232544	2021/07/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE LIONS SHARE GROUP INC.	OLYMPIA TRUST COMPANY GUERIN, KATRINA GUERIN, STEPHANE	
	REMARKS: AL224701.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31609-0099 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL264467	2023/05/08	CHARGE	\$240,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264468	2023/05/08	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
		REMARKS: AL264467				
AL265037	2023/05/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY GUERIN, KATRINA GUERIN, STEPHANE		
		REMARKS: AL224701.				

PROPERTY DESCRIPTION: PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE

678 Albert Street West, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

12631521 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
1R2411	1975/11/18	PLAN REFERENCE				C
T444046	2003/12/29	TRANS POWER SALE		*** COMPLETELY DELETED ***	LALONDE, CHRISTOPHER GARY	
T444047	2003/12/29	CHARGE		*** COMPLETELY DELETED ***	BARIVIEW INVESTMENT CORPORATION	
AL45823	2008/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** BARIVIEW INVESTMENT CORPORATION		
REMARKS: RE: T444047						
AL47192	2008/12/02	CHARGE		*** COMPLETELY DELETED *** LALONDE, CHRISTOPHER GARY	THE TORONTO-DOMINION BANK	
AL223284	2021/02/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: AL47192.						
AL223531	2021/02/09	TRANSFER	\$94,900	LALONDE, CHRISTOPHER GARY	12631521 CANADA INC.	C

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 OFFICE #1

31578-0013 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>REMARKS: PLANNING ACT STATEMENTS.</i>						
AL223532	2021/02/09	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	OLYMPIA TRUST COMPANY	
AL223533	2021/02/09	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	OLYMPIA TRUST COMPANY	
<i>REMARKS: AL223532</i>						
AL253772	2022/08/29	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	ROTHER, DANNY LIFT CAPITAL INCORPORATED	
AL253773	2022/08/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	ROTHER, DANNY LIFT CAPITAL INCORPORATED	
<i>REMARKS: AL253772</i>						
AL253784	2022/08/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
<i>REMARKS: AL223532.</i>						
AL264334	2023/05/04	CHARGE	\$240,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264335	2023/05/04	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
<i>REMARKS: AL264334</i>						
AL264371	2023/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROTHER, DANNY LIFT CAPITAL INCORPORATED		
<i>REMARKS: AL253772.</i>						

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31572-0211 (LT)

PAGE 1 OF 4  
PREPARED FOR Jennifer2  
ON 2025/01/14 AT 11:40:10

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE

PROPERTY REMARKS: SUBJECT TO EXECUTION NUMBER 14-0000197 - BOYER, PAULINE , IF APPLICABLE, AS IN AL173708.

**461 John Street, Sault Ste. Marie**

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/09/26

OWNERS' NAMES  
12631521 CANADA INC.

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/09/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **</p>						
J402	1888/09/24	PLAN SUBDIVISION				C
	REMARKS: J402=PL402					
1R5205	1982/08/11	PLAN REFERENCE				C
T234461	1983/03/28	TRANSFER EASEMENT			NORTHERN AND CENTRAL GAS CORPORATION LIMITED	C
T234595	1983/03/31	TRANSFER EASEMENT			BELL CANADA	C
T236023E	1983/05/25	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
T344083	1993/02/11	NO SEC INTEREST		*** COMPLETELY DELETED ***		
	REMARKS: PPSA					
T403209	1999/02/26	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY ***		
	REMARKS: PPSA, MULTI THIS DOCUMENT WAS RE-INSTATED ON 2021/04/27 AT 10:03 BY HOGAN, STEFANIE.					
T407219	1999/08/16	DECLARATION		*** COMPLETELY DELETED ***		
	REMARKS: T344083, T403209					

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31572-0211 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 11:40:10

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
T419703	2001/02/26	AGREEMENT		*** COMPLETELY DELETED ***		
T433771	2002/11/01	TRANSFER		*** COMPLETELY DELETED ***	BOYER, PAULINE JOY	
T433772	2002/11/01	CHARGE		*** COMPLETELY DELETED ***	CO-OPERATIVE TRUST COMPANY OF CANADA	
T433773	2002/11/01	CHARGE		*** COMPLETELY DELETED ***	ARCHIBALD, CHRISTOPHER ARCHIBALD, JOANNE	
T453935	2004/12/15	CHARGE		*** COMPLETELY DELETED ***	CITIFINANCIAL CANADA, INC.	
AL26835	2007/11/21	CHARGE		*** COMPLETELY DELETED *** BOYER, PAULINE JOY	CITIFINANCIAL CANADA, INC.	
AL26836	2007/11/21	CHARGE		*** COMPLETELY DELETED *** BOYER, PAULINE JOY	CITIFINANCIAL CANADA, INC.	
AL27123	2007/11/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** CITIFINANCIAL CANADA, INC.		
		REMARKS: RE: T453935				
AL31139	2008/02/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CONCENTRA FINANCIAL SERVICES ASSOCIATION		
		REMARKS: RE: T433772				
AL52674	2009/04/24	TRANSFER		*** COMPLETELY DELETED *** BOYER, PAULINE JOY	BOYER, PAULINE JOY COUTURE, DONALD CHADWICH	
AL131162	2014/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ARCHIBALD, CHRISTOPHER ARCHIBALD, JOANNE		
		REMARKS: T433773.				
AL171336	2017/03/24	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** CITIFINANCIAL CANADA, INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: AL26835				
AL173708	2017/06/05	APL OF SURV-LAND		*** COMPLETELY DELETED *** BOYER, PAULINE JOY	COUTURE, DONALD CHADWICH	
		REMARKS: SUBJECT TO WRITS				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL178304	2017/09/27	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: DOCUMENT DELETED ON MARCH 16, 2021 BY SYLVIE GUENETTE					
AL216670	2020/09/08	NO SEC INTEREST		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: ASSIGNS AL178304					
AL217954	2020/10/02	DISCHARGE INTEREST		*** COMPLETELY DELETED *** UTILEBILL CREDIT CORPORATION		
	REMARKS: AL216670.					
AL225071	2021/03/16	APL (GENERAL)		*** COMPLETELY DELETED *** YOUR NEIGHBOURHOOD CREDIT UNION LIMITED		
	REMARKS: DELETING T419703					
AL225075	2021/03/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** UNION ENERGY INC.		
330	REMARKS: T344083.					
AL225080	2021/03/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** UNION ENERGY INC.		
	REMARKS: T403209.					
AL225286	2021/03/19	TRANSFER	\$135,000	COUTURE, DONALD CHADWICH	12631521 CANADA INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
AL225287	2021/03/19	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	RENZONE, MICHELE	
AL225288	2021/03/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	RENZONE, MICHELE	
	REMARKS: AL225287.					
AL227387	2021/05/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	REMARKS: AL26835.					
AL227615	2021/05/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** FAIRSTONE FINANCIAL INC.		
	REMARKS: AL26836.					
AL264336	2023/05/04	CHARGE	\$320,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C

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 OFFICE #1

31572-0211 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL264337	2023/05/04	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
		REMARKS: AL264336				
AL264365	2023/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** RENZONE, MICHELE		
		REMARKS: AL225287.				

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PROPERTY DESCRIPTION: LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE

21 Cathcart Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

12631521 CANADA INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY4064	1896/01/14	PLAN SUBDIVISION				C
T447793	2004/05/27	TRANSFER		*** COMPLETELY DELETED ***	1425109 ONTARIO INC.	
AL225268	2021/03/19	TRANSFER	\$116,000	1425109 ONTARIO INC.	12631521 CANADA INC.	C
AL225269	2021/03/19	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	DAIGLE, SYLVIA	
AL225270	2021/03/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	DAIGLE, SYLVIA	
REMARKS: AL225269						
AL254633	2022/09/13	CHARGE		*** COMPLETELY DELETED *** 12631521 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY	
AL254634	2022/09/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12631521 CANADA INC.	LIFT CAPITAL INCORPORATED	

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31576-0075 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL264228	2023/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAIGLE, SYLVIA	ROTHER, DANNY	
AL264338	2023/05/04	CHARGE	\$260,000	12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264339	2023/05/04	NO ASSGN RENT GEN		12631521 CANADA INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
AL264372	2023/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIFT CAPITAL INCORPORATED ROTHER, DANNY		

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This is **Exhibit “53”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
 hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **1000593693 ONTARIO INC.**  
**1 HUNTER ST, UNIT 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of 2023-07-12, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
 The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$870,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.650%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
 Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
 The loan shall be disbursed in a single disbursement to be made by **2023-12-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
 The Borrower undertakes to repay the loan as follows:  
 by means of **36** equal and consecutive **monthly** payments of **\$5,956.11** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
 These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
 All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**

**Generic conditions**

  - No change shall be made to the project without the Financial Institution's prior written consent.
  - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
  - The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.
  - **Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
    - equipment breakdown
  - The Borrower shall at all times maintain a civil liability insurance policy for a minimum of **\$2,000,000.00**.
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **14 Abott Street, 16 Abott, 24 Stevens Street, 35 Albert, 37 Algoma Avenue all in Sault Ste Marie** from a well-known and recognized firm retained by the Financial Institution, i.e., **Valuation by David Kelly from Avison Young Valuation & Advisory Services**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - **A copy of the leases and or tenant acknowledgment for an annual amount of \$108,540 for 6 residential units:**  
**Minimum monthly amount of each lease:**  
**24 Stevens Street = \$1,800.00**  
**35 Albert = \$1,845.00**  
**37 Algoma Avenue = \$1,600.00**  
**16 Abott = \$1,600.00**  
**14 Abott Street = \$2,200.00**
  - The last disbursement shall be made no later than **2023-12-30**.
  - Title insurance on the property located at **14 Abott Street, 16 Abott, 24 Stevens Street, 35 Albert, 37 Algoma Avenue all in Sault Ste Marie** shall be required.

- We require a letter of authority from David Kelly at Avison Young Valuation & Advisory Services giving the Caisse Desjardins Ontario Credit Union Inc the right to use the appraisal from the following properties and dated
 

24 Stevens Street	2023-05-17
35 Albert	2023-05-15
37 Algoma Avenue	2023-07-20
16 Abott	2023-06-18
14 Abott Street	2023-06-17

 all in Sault Ste Marie as if it was addressed to us.

## 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 8. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **ratio of real net property income to debt service equal to or greater than 1.15 : 1.**

For calculation purposes, the numerator is equal to the total of real income collected annually under the leases related to all of the Borrower's properties and all other income collected that was generated directly from operating those properties, less the properties' real operating expenses excluding depreciation and amortization and interest charges.

The denominator is equal to the sum for the same period of total interest paid and principal payments made on debt collateralized by those properties.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 9. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2024-04-30**, the Borrower must provide the Financial Institution with the following document(s) before **2024-04-30**:

- its **in the form of a notice to reader** annual financial statements as at **2023-12-31**.
- an income and expense statement for each of the Borrower's rental properties dated as of **2023-12-31**.
- a detailed list of the residential leases for all of the Borrower's rental properties.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Nels Moxness (next 2024)** every **3** year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

## 10. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a guarantee from **NELS J MOXNESS** for the amount of **\$4,436,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution
- **A first priority ranking collateral charge/mortgage of land registered against a property located at 16 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9 and owned by 1000593693 ONTARIO INC. in the amount of \$300,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 24 STEVENS ST, SAULT STE. MARIE, ON, P6B 3N4 and owned by 1000593693 ONTARIO INC. in the amount of \$375,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 35 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7 and owned by 1000593693 ONTARIO INC. in the amount of \$300,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 37 ALGOMA AVE, SAULT STE. MARIE, ON, P6B 2P6 and owned by 1000593693 ONTARIO INC. in the amount of \$300,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 14 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9 and owned by 1000593693 ONTARIO INC. in the amount of \$325,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario.**

**A specific security interest attaching the following present, future and after-acquired property:**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 16 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9;**  
**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 24 STEVENS ST, SAULT STE. MARIE, ON, P6B 3N4;**  
**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 35 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7;**  
**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 37 ALGOMA AVE, SAULT STE. MARIE, ON, P6B 2P6;**  
**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 14 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9;**  
**a security interest of the same rank on insurance benefits covering the assets and debts listed above or that are part of the assets described above as well as all other compensation to which the Borrower may be entitled if said assets are damaged, lost, destroyed or otherwise affected, or if the said debts cannot be collected in whole or in part, including benefits for loss of income or equipment breakdown, if applicable of the same rank on debts, instruments or monies from the lease, sale or other disposal of the secured assets.**

## 11. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,773.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 12. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

## 13. DEFAULT

The Borrower shall be in default in any of the following cases:

- It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- If a statement, representation or guarantee made in relation with this loan is false or misleading;
- If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

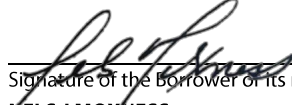
The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

## 14. OTHER MENTIONS

Signed at Burlington, on 2023-09-11.



Signature of the Financial Institution's representative  
**OLIVIA LI**



Signature of the Borrower or its representative  
**NELS J MOXNESS**

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit “54”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0193 LT *Interest/Estate* Fee Simple  
*Description* LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE  
*Address* 16 ABBOTT STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC.  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Provisions**

*Principal* \$300,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 26  
 Cornwall  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

Chargor Client File Number : 5480

Chargee Client File Number : 725721

This is **Exhibit “55”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**This Assignment of rents relates to certain real property bearing the following legal description: LT 8 PL 1002 ST. MARY'S; CITY OF SAULT Sand municipally known as 16 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

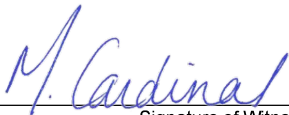
This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness



Nels Moxness (Sep 22, 2023 10:42 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “56”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0193 LT  
*Description* LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE  
*Address* 16 ABBOTT STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC.  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St Unit 166 Sudbury, ON P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270313 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5480  
*Party To Client File Number :* 725721

This is **Exhibit “57”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31550 - 0343 LT *Interest/Estate* Fee Simple  
*Description* LT 143 PL 9110 ST. MARY'S; SAULT STE. MARIE  
*Address* 24 STEVENS STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC.  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Provisions**

*Principal* \$375,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
 Cornwall  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00


**File Number**

Chargor Client File Number : 5481

Chargee Client File Number : 725721

This is **Exhibit “58”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 143 PL 9110 ST. MARY'S; SAULT STE. MARIE**and municipally known as **24 STEVENS ST, SAULT STE. MARIE, ON, P6B 3N4**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness



Nels Moxness (Sep 22, 2023 10:45 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “59”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31550 - 0343 LT  
*Description* LT 143 PL 9110 ST. MARY'S; SAULT STE. MARIE  
*Address* 24 STEVENS STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270442 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 28
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5481  
*Party To Client File Number :* 725721

This is **Exhibit “60”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0255 LT *Interest/Estate* Fee Simple  
*Description* PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE  
*Address* 35 ALBERT STREET E  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario, Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Provisions**

*Principal* \$300,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

Chargor Client File Number : 5482

Chargee Client File Number : 725721

This is **Exhibit “61”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**This Assignment of rents relates to certain real property bearing the following legal description: PT LT 40 S/S ALBERT ST PL TOWNPLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIEand municipally known as 35 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

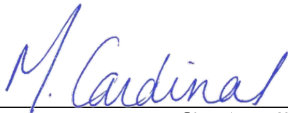
This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness

  
Nels Moxness (Sep 20, 2023 11:27 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “62”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0255 LT  
*Description* PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE  
*Address* 35 ALBERT STREET E  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.  
 This notice may be deleted by the Land Registrar when the registered instrument, AL270328 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5482  
*Party To Client File Number :* 725721

This is **Exhibit “63”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31549 - 0043 LT *Interest/Estate* Fee Simple  
*Description* PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE  
*Address* 37 ALGOMA AVENUE  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$300,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 09 26
-----------------	--	--------------------------	-------------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00


**File Number**

Chargor Client File Number : 5483

Chargee Client File Number : 725721

This is **Exhibit “64”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE**and municipally known as **37 ALGOMA AVE, SAULT STE. MARIE, ON, P6B 2P6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd of September, 2023.



Signature of Witness

Nels Moxness  
Nels Moxness (Sep 22, 2023 10:53 EDT)

Signature of Member

\_\_\_\_\_  
Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “65”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31549 - 0043 LT  
*Description* PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE  
*Address* 37 ALGOMA AVENUE  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270331 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	
---------------------------------------	--	--

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5483  
*Party To Client File Number :* 725721

This is **Exhibit “66”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31543 - 0192 LT Interest/Estate Fee Simple  
Description LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE  
Address 14 ABBOTT STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC.  
Address for Service 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$325,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 26  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5479

Chargee Client File Number : 725721

This is **Exhibit “67”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE**and municipally known as **14 ABBOTT ST, SAULT STE. MARIE, ON, P6A 2V9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (Sep 22, 2023 10:37 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “68”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0192 LT  
*Description* LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE  
*Address* 14 ABBOTT STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC.  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270310 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 26  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5479

*Party To Client File Number :* 725721

This is **Exhibit “69”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE

16 Abbott Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY1002	1888/12/12	PLAN SUBDIVISION				C
REMARKS: RY1002=PL1002						
T390821	1997/10/20	TRANSFER		*** COMPLETELY DELETED ***	BOUCHARD, LORI-LYNN CATHERINE ROBERTSON, GARY WAYNE	
T417058	2000/10/20	TRANSFER		*** COMPLETELY DELETED ***	BOUCHARD, LORI-LYNN CATHERINE	
T440136	2003/08/01	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGES INC.	
LT264145	2006/03/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: T440136						
LT264146	2006/03/20	CHARGE		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE	CIBC MORTGAGES INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #1

31543-0193 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 12:54:35

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL34871	2008/05/09	CHARGE		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE	CIBC MORTGAGES INC.	
AL34872	2008/05/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: RE: LT264146					
AL89605	2011/07/29	CHARGE		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE	CIBC MORTGAGES INC.	
AL89606	2011/07/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: AL34871.					
AL148081	2015/07/15	CHARGE		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE	CANADIAN IMPERIAL BANK OF COMMERCE	
AL148885	2015/07/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: AL89605.					
AL225243	2021/03/19	APL (GENERAL)		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE		
	REMARKS: DELETE EXECUTION NO. 05-0000329					
AL225276	2021/03/19	TRANSFER		*** COMPLETELY DELETED *** BOUCHARD, LORI-LYNN CATHERINE	SMITH, KAYLA MICHELLE	
	REMARKS: PLANNING ACT STATEMENTS.					
AL225277	2021/03/19	CHARGE		*** COMPLETELY DELETED *** SMITH, KAYLA MICHELLE	CANADIAN IMPERIAL BANK OF COMMERCE	
AL226099	2021/04/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: AL148081.					
AL244460	2022/03/08	TRANSFER		*** COMPLETELY DELETED *** SMITH, KAYLA MICHELLE	13756327 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
AL245426	2022/03/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: AL225277.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31543-0193 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL245719	2022/04/01	CHARGE		*** COMPLETELY DELETED *** 13756327 CANADA INC.	PINOUL, LUC	
AL245720	2022/04/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13756327 CANADA INC.	PINOUL, LUC	
	REMARKS: AL245719.					
AL270312	2023/09/26	TRANSFER	\$2	13756327 CANADA INC.	1000593693 ONTARIO INC.	C
AL270313	2023/09/26	CHARGE	\$300,000	1000593693 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270314	2023/09/26	NO ASSGN RENT GEN		1000593693 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	REMARKS: AL270313.					
AL270343	2023/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** PINOUL, LUC		
	REMARKS: AL245719.					

382

PROPERTY DESCRIPTION: LT 143 PL 9110 ST. MARY'S; SAULT STE. MARIE

24 Stevens Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/09/26

OWNERS' NAMES

1000593693 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/09/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **</p>						
RY9110	1902/05/19	PLAN SUBDIVISION				C
REMARKS: RY9110=PL9110						
T304761	1989/09/01	TRANSFER		*** COMPLETELY DELETED ***	SCHRYER, MICHAEL ANTHONY SCHRYER, LAURIE ANN	
T393779	1998/02/17	CHARGE		*** COMPLETELY DELETED ***	CANADA TRUSTCO MORTGAGE COMPANY	
LT259343	2005/10/19	TRANSFER		*** COMPLETELY DELETED *** SCHRYER, MICHAEL ANTHONY SCHRYER, LAURIE ANN	SCHRYER, MICHAEL ANTHONY	
LT259344	2005/10/19	CHARGE		*** COMPLETELY DELETED *** SCHRYER, MICHAEL ANTHONY	THE TORONTO-DOMINION BANK	
LT260822	2005/11/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY		
REMARKS: RE: T393779						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31550-0343 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL43539	2008/09/30	CHARGE		*** COMPLETELY DELETED *** SCHRYER, MICHAEL ANTHONY	CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES	
AL44986	2008/10/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: LT259344					
AL162502	2016/07/22	NO SEC INTEREST	\$2	ECO ENERGY HOME SERVICES INC		C
AL239653	2021/11/26	TRANSFER	\$175,000	SCHRYER, MICHAEL ANTHONY	13220559 CANADA INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
AL239654	2021/11/26	CHARGE		*** COMPLETELY DELETED *** 13220559 CANADA INC.	OLYMPIA TRUST COMPANY	
AL239655	2021/11/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13220559 CANADA INC.	OLYMPIA TRUST COMPANY	
	REMARKS: AL239654					
AL241183	2021/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES		
	REMARKS: AL43539.					
AL269274	2023/08/31	CHARGE		*** COMPLETELY DELETED *** 13220559 CANADA INC.	OLYMPIA TRUST COMPANY	
AL269275	2023/08/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13220559 CANADA INC.	OLYMPIA TRUST COMPANY	
	REMARKS: AL269274					
AL270369	2023/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
	REMARKS: AL239654.					
AL270441	2023/09/28	TRANSFER	\$2	13220559 CANADA INC.	1000593693 ONTARIO INC.	C
AL270442	2023/09/28	CHARGE	\$375,000	1000593693 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270443	2023/09/28	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	REMARKS: AL270442.					
AL277083	2024/03/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31550-0343 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: AL269274.					

LAND  
REGISTRY  
OFFICE #1

31543-0255 (LT)

PAGE 1 OF 2  
PREPARED FOR Jennifer2  
ON 2025/01/14 AT 13:43:36

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE

35 Albert Street East, Sault Ste. Marie

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN T231838. PLANNING ACT CONSENT AS IN T236945.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/11/21

OWNERS' NAMES  
1000593693 ONTARIO INC

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
1R5333	1982/11/05	PLAN REFERENCE				C
T271840	1986/11/28	TRANSFER		*** COMPLETELY DELETED ***	CRESS, ROBERT CRESS, NANCY	
T330451	1991/11/04	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
AL87723	2011/06/23	CHARGE		*** COMPLETELY DELETED *** CRESS, NANCY CRESS, ROBERT	ROYAL BANK OF CANADA	
AL87854	2011/06/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: T330451.						
AL234927	2021/09/07	APL DEL EXECUTION		*** COMPLETELY DELETED *** CRESS, ROBERT CRESS, NANCY		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL234944	2021/09/08	TRANSFER		*** COMPLETELY DELETED *** CRESS, NANCY CRESS, ROBERT	13220494 CANADA INC.	
AL239521	2021/11/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
AL270327	2023/09/26	TRANSFER	\$2	13220494 CANADA INC.	1000593693 ONTARIO INC	C
AL270328	2023/09/26	CHARGE	\$300,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270329	2023/09/26	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

387

PROPERTY DESCRIPTION: PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE

37 Algoma Avenue, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY285	1888/03/29	PLAN SUBDIVISION				C
T329448	1991/10/01	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
T414941	2000/07/25	TRANSFER		*** COMPLETELY DELETED ***	BARALUK, STEVEN CHRISTOPHER	
AL47858	2008/12/16	CHARGE		*** COMPLETELY DELETED *** BARALUK, STEVEN CHRISTOPHER	THE TORONTO-DOMINION BANK	
AL47905	2008/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: T329448				
AL237860	2021/10/27	TRANSFER		*** COMPLETELY DELETED *** BARALUK, STEVEN CHRISTOPHER	13220508 CANADA INC.	
		REMARKS: PLANNING ACT STATEMENTS.				
AL238792	2021/11/10	CHARGE	\$147,500	13220508 CANADA INC.	OLYMPIA TRUST COMPANY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31549-0043 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL238793	2021/11/10	NO ASSGN RENT GEN <i>REMARKS: AL238792</i>		13220508 CANADA INC.	OLYMPIA TRUST COMPANY	C
AL244878	2022/03/17	DISCH OF CHARGE <i>REMARKS: AL47858.</i>		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
AL270330	2023/09/26	TRANSFER	\$2	13220508 CANADA INC.	1000593693 ONTARIO INC	C
AL270331	2023/09/26	CHARGE	\$300,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270332	2023/09/26	NO ASSGN RENT GEN <i>REMARKS: AL270331.</i>		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

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PROPERTY DESCRIPTION: LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE

14 Abbott Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY1002	1888/12/12	PLAN SUBDIVISION				C
REMARKS: RY1002=PL1002						
T366461	1995/05/12	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
T441917	2003/10/03	TRANSFER		*** COMPLETELY DELETED ***	CHOJNOWSKI, AMY MELISSA	
LT261615	2005/12/28	TRANSFER		*** COMPLETELY DELETED *** CHOJNOWSKI, AMY MELISSA	SQUIRE, JACK MANNISTE SQUIRE, VIRVE	
LT261616	2005/12/28	CHARGE		*** COMPLETELY DELETED *** SQUIRE, JACK MANNISTE SQUIRE, VIRVE	ROYAL BANK OF CANADA	
AL67934	2010/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
REMARKS: T366461.						

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31543-0192 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 13:33:50

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL123617	2013/09/30	TRANSFER		*** COMPLETELY DELETED *** MANNISTE SQUIRE, VIRVE SQUIRE, JACK	KERR, JAMES KERR, NICOLE	
		REMARKS: PLANNING ACT STATEMENTS.				
AL124523	2013/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: LT261616.				
AL129976	2014/04/02	CHARGE		*** COMPLETELY DELETED *** KERR, JAMES KERR, NICOLE	THE TORONTO-DOMINION BANK	
AL217460	2020/09/25	TRANSFER		*** COMPLETELY DELETED *** KERR, JAMES KERR, NICOLE	BRUNI, ADAM BARONE, MARIO	
AL217461	2020/09/25	CHARGE		*** COMPLETELY DELETED *** BRUNI, ADAM BARONE, MARIO	THE TORONTO-DOMINION BANK	
AL226302	2021/04/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: AL129976.				
AL251000	2022/07/06	TRANSFER		*** COMPLETELY DELETED *** BRUNI, ADAM BARONE, MARIO	14085175 CANADA INC.	
AL251001	2022/07/06	CHARGE		*** COMPLETELY DELETED *** 14085175 CANADA INC.	ALEGRIAS, SHELLINA ALEGRIAS, JOAO	
AL251002	2022/07/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 14085175 CANADA INC.	ALEGRIAS, SHELLINA ALEGRIAS, JOAO	
		REMARKS: AL251001				
AL252141	2022/07/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: AL217461.				
AL270309	2023/09/26	TRANSFER	\$2	14085175 CANADA INC.	1000593693 ONTARIO INC.	C

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31543-0192 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL270310	2023/09/26	CHARGE	\$325,000	1000593693 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270311	2023/09/26	NO ASSGN RENT GEN REMARKS: AL270310		1000593693 ONTARIO INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270480	2023/09/28	DISCH OF CHARGE REMARKS: AL251001.		*** COMPLETELY DELETED *** ALEGRIAS, SHELLINA ALEGRIAS, JOAO		

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This is **Exhibit “70”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP,  
PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **1000593693 ONTARIO INC.**  
**1 HUNTER ST, UNIT 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of 2023-07-12, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$1,230,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.650%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
The loan shall be disbursed in a single disbursement to be made by **2023-12-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
The Borrower undertakes to repay the loan as follows:  
by means of **36** equal and consecutive **monthly** payments of **\$8,420.71** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**

**Generic conditions**

  - No change shall be made to the project without the Financial Institution's prior written consent.
  - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
  - The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.
  - **Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
    - equipment breakdown
  - The Borrower shall at all times maintain a civil liability insurance policy for a minimum of **\$2,000,000.00**.
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **37 Albert St, 104 Albert Street E, 115-117 Pim Street, 138 Turner Avenue and 145 Albert Street W., in Sault Ste Marie** from a well-known and recognized firm retained by the Financial Institution, i.e., **Valuation by David Kelly from Avison Young Valuation & Advisory Services**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - **A copy of the leases and or tenant acknowledgment for an annual amount of \$158,600 for 11 residential units:**  
**Minimum monthly amount of each lease:**  
**104 Albert Street E - \$4,382.00**  
**115-117 Pim Street - \$3,635.00**  
**37 Albert St - \$1,700.00**  
**145 Albert Street - \$1,800.00**  
**138 Turner Avenue - \$1,700.00**
  - The last disbursement shall be made no later than **2023-12-30**.
  - Title insurance on the property located at **37 Albert St, 104 Albert Street E, 115-117 Pim Street, 138 Turner Avenue and 145 Albert Street W., in Sault Ste Marie** shall be required.

- We require a letter of authority from David Kelly at Avison Young Valuation & Advisory Services giving the Caisse Desjardins Ontario Credit Union Inc the right to use the appraisal from the following properties and dated  
104 Albert Street E 2023-07-18  
115-117 Pim Street 2023-05-15  
37 Albert St 2023-07-20  
145 Albert Street W 2023-06-02  
138 Turner Avenue 2023-06-07  
all in Sault Ste Marie as if it was addressed to us.

## 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 8. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **ratio of real net property income to debt service equal to or greater than 1.15 : 1.**

For calculation purposes, the numerator is equal to the total of real income collected annually under the leases related to all of the Borrower's properties and all other income collected that was generated directly from operating those properties, less the properties' real operating expenses excluding depreciation and amortization and interest charges.

The denominator is equal to the sum for the same period of total interest paid and principal payments made on debt collateralized by those properties.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 9. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2024-04-30**, the Borrower must provide the Financial Institution with the following document(s) before **2024-04-30**:

- its in the form of a notice to reader annual financial statements as at **2023-12-31**.
- an income and expense statement for each of the Borrower's rental properties dated as of **2023-12-31**.
- a detailed list of the residential leases for all of the Borrower's rental properties.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Nels Moxness (next 2024)** every 3 year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

## 10. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a guarantee from **NELS J MOXNESS** for the amount of **\$4,436,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution
- **A first priority ranking collateral charge/mortgage of land registered against a property located at 138 TURNER AVE, SAULT STE. MARIE, ON, P6C 4S2 and owned by 1000593693 ONTARIO INC. in the amount of \$300,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 145 ALBERT ST W, SAULT STE. MARIE, ON, P6A 1B5 and owned by 1000593693 ONTARIO INC. in the amount of \$425,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 37 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7 and owned by 1000593693 ONTARIO INC. in the amount of \$260,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 104 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J1 and owned by 1000593693 ONTARIO INC. in the amount of \$550,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 115 PIM ST, SAULT STE. MARIE, ON, P6A 3G7 and owned by 1000593693 ONTARIO INC. in the amount of \$575,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario.**

**A specific security interest attaching the following present, future and after-acquired property:**

- a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 138 TURNER AVE, SAULT STE. MARIE, ON, P6C 4S2;
- a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 145 ALBERT ST W, SAULT STE. MARIE, ON, P6A 1B5;
- a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 37 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7;
- a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 104 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J1;
- a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 115 PIM ST, SAULT STE. MARIE, ON, P6A 3G7;
- a security interest of the same rank on insurance benefits covering the assets and debts listed above or that are part of the assets described above as well as all other compensation to which the Borrower may be entitled if said assets are damaged, lost, destroyed or otherwise affected, or if the said debts cannot be collected in whole or in part, including benefits for loss of income or equipment breakdown, if applicable of the same rank on debts, instruments or monies from the lease, sale or other disposal of the secured assets.

## 11. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,773.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 12. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

## 13. DEFAULT

The Borrower shall be in default in any of the following cases:

- It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- If a statement, representation or guarantee made in relation with this loan is false or misleading;
- If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

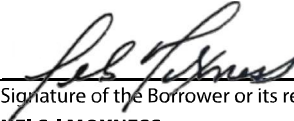
The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

## 14. OTHER MENTIONS

Signed at Burlington, on 2023-09-11.



Signature of the Financial Institution's representative  
**OLIVIA LI**



Signature of the Borrower or its representative  
**NELS J MOXNESS**

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit “71”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31593 - 0099 LT *Interest/Estate* Fee Simple  
*Description* LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE  
*Address* 138 TURNER AVENUE  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$300,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 09 26
-----------------	--	--------------------------	-------------------

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 09 26
---------------------------------------	--	------------

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

Chargor Client File Number : 5487

Chargee Client File Number : 725721

This is **Exhibit “72”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE**and municipally known as **138 TURNER AVE, SAULT STE. MARIE, ON, P6C 4S2**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

  
 \_\_\_\_\_  
 Signature of Witness


  
 \_\_\_\_\_  
 Nels Moxness (Sep 22, 2023 12:01 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “73”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31593 - 0099 LT  
*Description* LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE  
*Address* 138 TURNER AVENUE  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270362 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 26  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5487

*Party To Client File Number :* 725721

This is **Exhibit “74”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0037 LT *Interest/Estate* Fee Simple  
*Description* LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE  
*Address* 145 ALBERT STREET WEST  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$425,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 09 26
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Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 09 28
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Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00


**File Number**

Chargor Client File Number : 5488

Chargee Client File Number : 725721

This is **Exhibit “75”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE**and municipally known as **145 ALBERT ST W, SAULT STE. MARIE, ON, P6A 1B5**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd of September, 2023.



Signature of Witness



Nets Moxness (Sep 22, 2023 14:05 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “76”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0037 LT  
*Description* LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE  
*Address* 145 ALBERT STREET WEST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St. Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270445 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 28
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

**File Number**

*Applicant Client File Number :* 5488  
*Party To Client File Number :* 725721

CAISSE DESJARDINS ONTARIO CREDIT UNION

- and -

Court File No. C V-25-00089291-0000  
12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**APPLICATION RECORD  
VOLUME ONE**

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

**File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552**