

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

and

MONDE DEVELOPMENT GROUP INC.

Respondent

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; AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C-30

**APPLICATION RECORD
(returnable June 11, 2026)**

June 1, 2026

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TO: THE SERVICE LIST

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Court File No.

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NOTICE OF APPLICATION

TO THE RESPONDENTS

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

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

Video conference details to be established

on: June 11, 2026 at 10:00 a.m., or as soon thereafter as possible

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

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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.

Date _____ Issued by _____
Local Registrar

Address of 330 University Avenue
court office: Toronto, ON M5G 1R7

TO: THE SERVICE LIST

APPLICATION

1. The Applicant, Meridian Credit Union Limited ("**Meridian**") makes an application for:

- (a) if necessary, an Order abridging the time for service of the Notice of Application and dispensing with service on any person other than those served;
- (b) an Order appointing BDO Canada Limited ("**BDO**") as the receiver and manager (in such capacities, 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 property, assets and undertaking of Monde Development Group Inc. ("**Monde**" or the "**Debtor**") acquired for or used in relation to the Debtors' businesses, including all proceeds thereof (the "**Property**") including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, and identified by PIN 26591-0281 (LT) (the "**Mortgaged Lands**");
- (c) the costs of this application;
- (d) such further and other relief as to this Honourable Court may seem just.

2. Capitalized terms used herein and not otherwise defined have the meaning given to them in the affidavit of Amber Waheed (the "**Waheed Affidavit**").

THE GROUNDS FOR THE APPLICATION ARE:

The Parties

3. Meridian is a credit union established under the *Credit Union and Caisses Populaires Act, 1994*, S.O. 1994, c. 11.
4. Monde is a corporation incorporated pursuant to the laws of the Province of Ontario with a registered head office located at 302 Pinehurst Drive, Oakville, Ontario.

The Project, Loan Agreement, Security and Indebtedness

5. Monde acquired the Mortgaged Lands with a view to constructing a 6-storey, 89-unit condominium development on the Mortgaged Lands (the “**Project**”).
6. As of February 23, 2026, Monde was indebted to Meridian in the approximate amount of \$37.5 million (the “**Indebtedness**”) pursuant to a credit agreement dated February 13, 2022 and accepted by Monde on February 17, 2022 (the “**Original Credit Agreement**”), and subsequently amended pursuant to an amended and restated credit agreement dated November 12, 2024 (the “**Amending Agreement**”, and together with the Original Credit Agreement, the “**Credit Agreement**”).
7. The Indebtedness has not been repaid. Interest, fees and costs continue to accrue.
8. Meridian has valid and enforceable security securing all obligations owing under the Credit Agreement, including:

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- (a) a first-ranking Charge / Mortgage in the principal amount of \$36,000,000 against the Mortgaged Lands, and registered on title to the Mortgaged Lands as Instrument No. DR2144654 on June 17, 2022, as amended by a Notice registered as Instrument No. DR2363033 on November 19, 2024;
- (b) a General Security Agreement executed by Monde Development Group Inc. dated as of May 30, 2022 registered under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) as File No. 783400248;
- (c) an Assignment of Interest in Insurance Policies and Proceeds executed by Monde Development Group Inc. dated as of May 30, 2022; and
- (d) an Agreement for Security on Deposits executed by Monde Development Group Inc. dated May 30, 2022.

9. Meridian has a first-ranking, perfected personal property security registrations over all present and after-acquired personal property of the Debtor under the PPSA.

Other Secured Creditors

10. MarshallZehr Group Inc. (“**MarshallZehr**”) claims security over the Mortgaged Lands in relation to certain credit support it has provided in relation to certain credit facilities extended to the Debtor in the aggregate amount of \$7,159,000 pursuant to a commitment letter dated March 14, 2022 between MarshallZehr and the Debtor.

11. The Sovereign General Insurance Company (“**SGI**”) claims security over the Mortgaged Lands in relation to certain credit support it has provided in relation to:

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- (a) the Debtor's registration with Tarion Warranty Corporation ("**Tarion**") for statutory deposit and warranty coverage required under the Ontario New Home Warranties Plan Act; and
- (b) excess deposit insurance provided by SGI to the Debtor for deposits above and beyond the limits insured by Tarion.

12. Both MarshallZehr and SGI have postponed their interest in the Mortgaged Lands to Meridian. However, SGI retains a first charge on purchaser deposits.

Lien Claimants

13. Since February 3, 2026, four companies have registered construction liens and/or made claims for liens in the total aggregate amount of \$1,428,850 against the Mortgaged Lands in respect of labour and materials allegedly supplied as improvements in relation to the Project (the "**Construction Liens**"). The liens registered on title are as follows:

<u>Claimant</u>	<u>Registration Date</u>	<u>PIN</u>	<u>Amount Claimed</u>
Praxy Cladding Corp	February 3, 2026	DR2469339	\$210,933.89
2037012 Ontario Inc.	February 6, 2026	DR2470230	\$200,527.54
Restoration Aid Inc.	February 10, 2026	DR2470731	\$956,216.49
York1 Waste Solutions Ltd.	February 23, 2026	DR2473197	\$61,174.33

14. The Construction Liens continue to be registered on title.

Debtor's Defaults and Demand

15. On December 1, 2025, water began discharging from the firehose cabinet on the fourth floor of the Project. This resulted in significant water damage to the interior finishes within most units and common areas from the fourth floor to the ground floor of the Project.

16. The Debtors made an insurance claim to their insurer in connection with this incident.

17. The Debtor has defaulted under the Credit Agreement and related security by, among other things:

- (a) failing to make payments of interest or principal when due pursuant to this Credit Agreement;
- (b) permitting the cost to complete the project to exceed available financing;
- (c) permitting the Construction Liens to be registered on title;
- (d) the commencement of legal proceedings detrimental to the affairs of the Debtor;
- (e) the occurrence of a material adverse change as a result of the flood and associated additional costs;
- (f) defaulting in making a payment of any other indebtedness incurred, assumed or guaranteed by it and the effect of such default is to permit the

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holder of such obligation to cause such obligation to become due prior to its stated maturity; and

- (g) the existence of circumstances causing Meridian to believe in good faith that the ability of the Debtor to pay any of its obligations to Meridian is impaired and the security is impaired or is in jeopardy.

18. On March 5, 2026, Meridian made written demand for repayment of the Indebtedness and provided the Debtor with notice of its intention to enforce its security pursuant to section 244 of the BIA (the “**Demand Letter and NITES**”).

19. The statutory notice period provided for under the BIA and outlined in the NITES has expired and the Debtor has not made any repayment of the Indebtedness.

Appointment of a Receiver is Just and Convenient

20. Under the Credit Agreements, Meridian has a right to appoint a receiver over the Mortgaged Lands following an Event of Default.

21. The statutory notice period provided for under the BIA and outlined in the NITES has expired.

22. The Debtor is unable to pay the Indebtedness.

23. Meridian has lost confidence in management of the Debtor.

24. It is just and convenient for the Court to appoint a receiver and manager over the Property.

Other Grounds

25. The provisions of the *BIA*, including section 243.
26. Section 101 of the *CJA*.
27. Rules 1.04, 3.02, 16.08, and 38 of the *Rules of Civil Procedure*, RRO 1990, c C.32.
28. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.
29. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:
 - (a) The affidavit of Amber Waheed to be sworn and the exhibits thereto, to be affirmed; and
 - (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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May 21, 2026

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MERIDIAN ONTARIO CREDIT UNION LIMITED
Applicant

-and- MONDE DEVELOPMENT GROUP INC.
Respondent

Court File No.

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PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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Lawyers for the applicant

Court File No. CL-26-00000241-0000

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**AFFIDAVIT OF AMBER WAHEED
(affirmed June 1, 2026)**

I, AMBER WAHEED, of the Town of Milton, in the Province of Ontario,

AFFIRM:

1. I am a Senior Manager in the Commercial Credit Recovery group of Meridian Credit Union Limited ("**Meridian**"), the Applicant in this proceeding and, as such, I have 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. To the extent that any of the information set out in this affidavit is

- 2 -

based on my review of Meridian's documents, I verily believe the information in such documents to be true.

2. All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Credit Agreement, defined below.

3. I make this affidavit in support of an application by Meridian seeking to appoint BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") over the assets, undertakings and properties (the "**Property**") of the respondent, Monde Development Group Inc ("**Monde**" or the "**Debtor**"), including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, and identified by PIN 26591-0281 (LT) (the "**Mortgaged Lands**"), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**"), section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**"), and as a construction trustee pursuant to section 68 of the *Construction Act*, R.S.O. 1990, c. C-30.

I. The Parties

4. Meridian is a credit union established under the *Credit Union and Caisse Populaires Act, 1994*, S.O. 1994, c. 11.

5. Monde is a corporation incorporated pursuant to the laws of the Province of Ontario with a registered head office located at 302 Pinehurst Drive, Oakville, Ontario. Attached as **Exhibit "A"** to this affidavit is a copy of the Corporate Profile Report for Monde.

6. Majid Hamid (“**Majid**”) and Hina Hamid (“**Hina**”) provided guarantees in favour of Meridian as outlined below. Majid is the sole director, president and secretary of Monde.

II. Other Secured Creditors

7. MarshallZehr Group Inc. (“**MarshallZehr**”) claims a second ranking mortgage security over the Mortgaged Lands arising from credit facilities it extended to Monde in the aggregate amount of \$14,126,000 plus interest, costs and fees, pursuant to a commitment letter dated March 14, 2022 between MarshallZehr and Monde as amended through amendment agreements dated November 14, 2024, May 5, 2025 and October 16, 2025. MarshallZehr administers the credit facility on behalf of Ducimus Capital Inc. (“**Ducimus**”) – which is the party that ultimately financed the MarshallZehr loan. MarshallZehr has subordinated its priority to Meridian pursuant to the Subordination Agreement (defined below).

8. On June 17, 2022, Meridian, Monde and MarshallZehr entered into a subordination and standstill agreement in favour of Meridian, which was subsequently amended on November 15, 2024 (as amended, the “**Subordination Agreement**”). Attached as **Exhibit “B”** to this affidavit is a copy of the Subordination Agreement.

9. The Sovereign General Insurance Company (“**SGI**”), as surety, claims security over the Mortgaged Lands in connection with:

- 4 -

- a) Monde's registrations with Tarion Warranty Corporation ("**Tarion**") for statutory deposit and warranty coverage required under the *Ontario New Home Warranties Plan Act*; and
- b) excess deposit insurance provided by SGI to Monde for deposits above and beyond the limits insured by Tarion.

10. On May 30, 2022, SGI and Meridian executed a priorities agreement, as amended by an amendment to priority agreement dated November 14, 2024 (together, the "**SGI Agreement**"). Attached as **Exhibit "C"** to this affidavit is a copy of the SGI Agreement;

III. The Credit Agreement

11. Monde acquired the Mortgaged Lands with a view to constructing a 6-storey, 89-unit condominium development on the Mortgaged Lands (the "**Project**").

12. Meridian extended certain credit facilities to Monde to finance the development of the Project. Accordingly, Monde is indebted to Meridian in connection with, among other things:

- a) a construction demand loan in the amount of \$31,000,000, together with interest at Meridian's prime rate of interest, plus 2.00% per annum, subject to a minimum all-in floor rate of 4.45% per annum, repayable upon demand (the "**Demand Facility**");

- 5 -

- b) letters of credit to a maximum of \$475,778 with interest accruing if and when the letter of credit is called on at Meridian's prime rate of interest, plus 2.00% per annum (the "**Letters of Credit**");
- c) a business credit card facility in the maximum principal amount of \$100,000, together with interest at 19.50% per annum, repayable upon demand (the "**Credit Card Facility**"); and
- d) a bridge loan in the amount of \$3,600,000, together with interest at Meridian's prime rate of interest plus 8.00% per annum, subject to a minimum all-in floor rate of 13.95% per annum (the "**Bridge Loan Facility**", and collectively with Demand Facility, the Letters of Credit and the Credit Card Facility, the "**Credit Facilities**"),

made available by Meridian to Monde pursuant to a credit agreement letter dated February 13, 2022 and accepted by Monde on February 17, 2022, as amended by an amended and restated credit agreement dated and accepted by Monde on November 12, 2024 (together, the "**Credit Agreement**"). Attached as **Exhibit "D"** to this affidavit is a copy of the Credit Agreement.

13. Pursuant to the "Repayment" section of the Credit Agreement, Monde agreed to repay the Credit Facilities on demand, and by no later than April 30, 2025.

14. Pursuant to the "Expenses" section of the Credit Agreement, Monde agreed to pay Meridian all reasonable legal fees and disbursements incurred in connection with the

enforcement and preservation of Meridian's rights and remedies in connection with the Credit Agreement and the Security.

IV. The Security and Guarantees

15. Meridian holds the following security interests and related rights in connection with the obligations under the Credit Agreement.

- a) a general security agreement executed by Monde in favour of Meridian on May 30, 2022 (the "**GSA**"). The GSA provides that:
 - (i) the nonpayment by Monde, when due, whether by acceleration or otherwise, of any of the indebtedness is a default; and
 - (ii) upon the occurrence of a default, Meridian is entitled to appoint a receiver over the property of Monde.

Attached as **Exhibit "E"** to this affidavit is a copy of the GSA;

- b) a collateral mortgage against the Mortgaged Lands in the principal amount of \$36,000,000 registered on June 17, 2022 under Instrument No. DR2144654, as amended by a notice registered on November 19, 2024 under Instrument No. DR2363033 (together, the "**Meridian Mortgage**"). Attached as **Exhibit "F"** to this affidavit is a copy of the Meridian Mortgage and Meridian's Standard Charge Terms;

- 7 -

- c) a general assignment of leases and rents executed by Monde on May 30, 2022 and registered on June 17, 2022 under Instrument No. DR2144655 (the “GAR”). Attached as **Exhibit “G”** to this affidavit is a copy of the GAR;
- d) an assignment of construction contracts executed by Monde in favour of Meridian on May 30, 2022 (the “**Construction Contracts Assignment**”). Attached as **Exhibit “H”** to this affidavit is a copy of the Construction Contracts Assignment;
- e) an assignment of rights under agreements of purchase and sale executed by Monde in favour of Meridian on May 30, 2022 (the “**APS Assignment**”). Attached as **Exhibit “I”** to this affidavit is a copy of the APS Assignment;
- f) an assignment of interest in insurance policies and proceeds executed by Monde in favour of Meridian on May 30, 2022 (the “**Insurance Proceeds Assignment**”). Attached as **Exhibit “J”** to this affidavit is a copy of the Insurance Proceeds Assignment.

16. The personal property security interests granted to Meridian pursuant to the GSA was perfected on May 27, 2022 by registration against the personal property of Monde in the provincial registry maintained under the *Personal Property Security Act* (Ontario), RSO 1990, c P.10 (the “**PPSA**”). Attached as **Exhibit “K”** to this affidavit is a copy of the PPSA search result for Monde with currency to February 8, 2026 (the “**PPSA Search**”), indicating Meridian as the first ranking secured creditor.

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17. Majid and Hina have guaranteed the performance by Monde of its obligations to Meridian pursuant to the following agreements:

- a) an unlimited guarantee and postponement of claim executed by Majid in favour of Meridian on May 30, 2022 ("**Guarantee No. 1**"); and
- b) a limited guarantee and postponement of claim executed by Hina in favour of Meridian on May 30, 2022, limited to the amount of \$3,000,000 ("**Guarantee No. 2**");

Guarantee No. 1 and Guarantee No. 2 are collectively referred to as the "**Guarantees**". Majid and Hina are collectively referred to as the "**Guarantors**". Attached as **Exhibit "L"** to this affidavit are copies of the Guarantees.

Other Secured Creditors

18. The PPSA Search of Monde disclosed the following registrations (in addition to registrations in favour of Meridian):

- a) Meridian OneCap Credit Corp.;
- b) His Majesty in Right of Ontario represented by the Ministry of Finance;
- c) SGI; and
- d) MarshallZehr.

V. Lien Claimants

19. Based on a search of the parcel registry for the Mortgaged Lands, as at June 1, 2026, a number of entities have registered construction liens or made claims in the total aggregate amount of \$1,428,850 against the Mortgaged Lands in respect of labour and materials allegedly supplied as improvements in relation to the Project. The entities with lien registrations and claims include (each a “**Construction Lien**”, collectively the “**Construction Liens**”):

<u>Claimant</u>	<u>Registration Date</u>	<u>Instrument</u>	<u>Amount Claimed</u>
Praxy Cladding Corp	February 3, 2026	DR2469339	\$210,933.89
2037012 Ontario Inc.	February 6, 2026	DR2470230	\$200,527.54
Restoration Aid Inc.	February 10, 2026	DR2470731	\$956,216.49
York1 Waste Solutions Ltd.	February 23, 2026	DR2473197	\$61,174.33

20. I understand that notice of this Application will be given to each of the above lien claimants who have registered a Construction Lien in respect of the Project. Attached as **Exhibit “M”** to this affidavit is the parcel registry for the Mortgaged Lands as of June 1, 2026.

VI. Unit Purchaser

21. Various people have entered into agreements to purchase the condominium units in the Project (the “**UPAs**”). The UPAs provide that they are subordinate to the mortgage of the Mortgagees and do not create an interest in land:

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28. The Purchaser agrees that this Purchase Agreement shall be subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any Development Agreements referred to herein to which title may be subject and to all of the Condominium Documents. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor.

29. This Purchase Agreement is personal to the Purchaser and shall not be deemed to have created in the Purchaser any interest in the Property or the Unit and Purchaser acknowledges that, prior to Unit Transfer Date, the Purchaser has no registrable interest in title. The Purchaser will not at any time register or permit to be registered on title to the Property or the Unit, this Purchase Agreement or a notice or assignment or transfer thereof or a caution, purchaser's lien or certificate of pending litigation or any encumbrance or cloud or other document whatsoever, and any such registration shall permit the Vendor to exercise any of its remedies set forth in this Purchase Agreement or at law, including the right of the Vendor to terminate this Purchase Agreement subject to the provisions of TARION, whereupon the Deposits may, in addition to any other remedy hereunder or at law available to the Vendor, be forfeited as liquidated damages.

Attached as **Exhibit "N"** to this affidavit is a sample copy of a UPA dated July 3, 2021.

VII. The Water Damage Incident

22. On December 1, 2025, water began discharging from the fire hose cabinet on the fourth floor of the Project (the "**Water Damage Incident**"). This resulted in significant water damage to the interior finishes within most units and common areas from the fourth floor to the ground floor of the Project.

23. I understand that on or about December 2, 2025, Monde entered into an agreement with Restoration Aid Inc. ("**Restoration Aid**") to assist with water damage mitigation and restoration services at the Project (the "**Restoration Aid Agreement**").

Restoration Aid now claims that Monde is indebted to it for services and materials supplied at the Project in the amount of \$957,033.10, inclusive of taxes. Attached as **Exhibit “O”** to this affidavit is a copy of the Restoration Aid Statement of Claim.

24. Monde made an insurance claim to their insurer, Chubb Insurance Company of Canada (“**Chubb**”), in connection with the Water Damage Incident under policy number 6689210. Meridian and MarshallZehr are listed as first and second loss payees, respectively, under the Chubb insurance policy. Chubb appointed McLarens Canada (“**McLarens**”) as an independent adjuster to conduct the site investigation of the Project and prepare a report.

25. I understand that McLarens engaged T. Smith Engineering Inc. (“**T. Smith**”) to conduct a preliminary engineering inspection of water damage to the Project. T. Smith has prepared two reports in connection with the Water Damage Incident:

- a) Attached as **Exhibit “P”** to this affidavit is a report dated December 5, 2025 (the “**Initial Assessment Report**”) indicated that “the water discharge...resulted in significant water damage to walls, ceilings, floor finishes, cabinetry, doors and in multiple units and corridors”; and
- b) Attached as **Exhibit “Q”** to this affidavit is a subsequent report incorrectly dated December 5, 2025 but stamped by the professional engineer for December 12, 2025 (the “**Second Assessment Report**”) indicated that, “the building had been adequately dried out and remediated”.

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26. Meridian and MarshallZehr engaged XALT Claims Management in connection with the adjustment and resolution of the Water Damage Incident. Based on my discussions with Michael Green of XALT, preliminary estimates are that a complete restoration of the Project will take approximately six to eight months and require over \$14 million to complete.

27. As of the date of this affidavit, Chubb has not made any determination with respect to coverage, nor has it paid any amounts in connection with the Water Damage Incident.

28. Meridian is not prepared to advance further funds to perform the Restoration Work unless a Receiver is appointed and there is a clear path to the completion of the Project. I understand from my discussions with Ducimus that they are similarly unwilling to advance further funds.

VIII. Monde Defaulted under the Credit Agreement

29. The Debtor defaulted under the Credit Agreement because:

- a) The Debtor has been and continues to be unable to service its commitment to Meridian under the Loan Agreement and is in default of its payment obligations. The last interest payment was made by the Debtor for the period ending January 17, 2025;
- b) due to the costs associated with the Water Damage Incident, the cost to complete the project exceeds available financing and the Debtor does not appear to have the capital to fund the Project cost to complete;

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- c) the Debtor has permitted the Construction Liens to be registered on title;
- d) the damage arising from the Water Damage Incident, and the consequential inability to close the UPA sales, constitute a material adverse change to the Project; and
- e) Meridian to believes that the issues arising from the Water Damage Incident constitute circumstances that cause the ability of the Debtor to repay the Indebtedness (as defined below) and the security to be impaired.

IX. Meridian Issued Demand and Notice of Intention to Enforce Security

30. On March 5, 2026, Meridian, by its counsel, Gowling WLG (Canada) LLP (**"Gowling"**), issued demand letters to the Debtor and Guarantors (the **"Demand Letters"**), and enclosed a notice of intention to enforce security on the Property of the Borrower, pursuant to section 244 of the BIA (the **"NITES"**) and demanded payment of the Indebtedness on or before March 17, 2026. Attached as **Exhibit "R"** to this affidavit is a copy of the Demand Letter and NITES.

31. The deadline to repay the Indebtedness under the Demand Letters expired on March 17, 2026 without repayment.

X. Further Communications with the Debtor

32. Since March of 2026, Dom Glavota of Gowling WLG, in his capacity as counsel to Meridian, was in contact with Leor Margulies of Robbins Appleby LLP, which was acting as counsel to the Debtor, regarding the status of purchase agreements. Mr. Margulies

confirmed that Robbins Appleby was aware of the status of purchase agreements and amendments as it acts for the Debtor. Attached at **Exhibit “S”** to this affidavit is a copy of the email correspondence between Mr. Margulies and Mr. Glavota dated April 20, 2026.

33. However, on April 30, 2026, Majid wrote to me, among others, stating that the Debtor had “formally terminated the engagement of Robins Appleby LLP with respect to the ongoing legal matters relating to the project, effective immediately”. Attached at **Exhibit “T”** to this affidavit is a copy of the email of Majid to me dated April 30, 2026.

34. Accordingly, at this time, there is no party prepared to extend funding to restore the project in anticipation of unit closings, the Debtor no longer has counsel to close the UPA transactions and there is no apparent path for the Debtor to repay the Indebtedness.

XI. Appointment of BDO as Receiver is Just and Convenient

35. As of June 1, 2026, the aggregate outstanding indebtedness owed by Monde is \$38,171,468.54, excluding professional fees, disbursements and accruing interest (the “**Indebtedness**”). Attached as **Exhibit “U”** to this affidavit is a statement of the Indebtedness as of June 1, 2026.

36. Meridian’s security provides for the appointment of a receiver upon default. Meridian has demanded payment on the Indebtedness, which amounts remain due and payable, and the 10-day statutory notice period has expired.

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37. Meridian has lost confidence in management of the Debtor. Meridian has provided the Debtor with more than sufficient time to address the defaults and to repay the Indebtedness. In addition to failing to repay the Indebtedness, the Debtor has provided no path forward that would result in it obtaining financing to complete the project or otherwise repay the Indebtedness.

38. If this Honourable Court sees fit to make such an appointment, BDO has consented to act as Court-appointed receiver. BDO is a licensed insolvency trustee and has experience in mandates of this nature. Attached as **Exhibit "V"** to this affidavit is a copy of BDO's Consent to Act as receiver.

39. Meridian is prepared to finance BDO acting as a receiver provided such financing is secured by a court-ordered charge on the terms customarily set out in the receivership Model Order.

AFFIRMED by Amber Waheed in the City of Milton before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

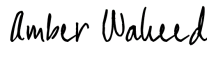


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Commissioner for Taking Affidavits
(or as may be)

Jordyn Selznick (93582N)

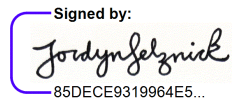
Signed by:



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AMBER WAHEED

This is Exhibit "A" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 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)

JORDYN SELZNICK



Ministry of Public and
Business Service Delivery

Profile Report

MONDE DEVELOPMENT GROUP INC. as of February 09, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MONDE DEVELOPMENT GROUP INC.
Ontario Corporation Number (OCN)	5013264
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 26, 2019
Registered or Head Office Address	Attention/Care of MAJID HAMID, 302 Pinehurst Drive, Oakville, Ontario, L6J 4X3, 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	9

Active Director(s)

Name	MAJID HAMID
Address for Service	302 Pinehurst Drive, Oakville, Ontario, L6J 4X3, Canada
Resident Canadian	Yes
Date Began	March 26, 2019

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

Position

Address for Service

Date Began

MAJID HAMID

President

302 Pinehurst Drive, Oakville, Ontario, L6J 4X3, Canada

March 26, 2020

Name

Position

Address for Service

Date Began

MAJID HAMID

Secretary

302 Pinehurst Drive, Oakville, Ontario, L6J 4X3, Canada

March 26, 2020

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.

Corporate Name History

Name

MONDE DEVELOPMENT GROUP INC.

Effective Date

February 05, 2020

Previous Name

5013264 ONTARIO INC.

Effective Date

March 26, 2019

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

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

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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: MAJID HAMID	November 18, 2024
Annual Return - 2023 PAF: MAJID HAMID	November 18, 2024
Annual Return - 2022 PAF: MAJID HAMID	November 18, 2024
Annual Return - 2021 PAF: MAJID HAMID	November 18, 2024
Annual Return - 2020 PAF: MAJID HAMID	November 18, 2024
Annual Return - 2019 PAF: MAJID HAMID	November 18, 2024
BCA - Articles of Amendment	April 16, 2021
CIA - Notice of Change PAF: PHILIP I. ULRICH - OTHER	December 09, 2020
Annual Return - 2019 PAF: MAJID HAMID - DIRECTOR	October 25, 2020
CIA - Requirement to File 7	February 20, 2020
BCA - Articles of Amendment	February 05, 2020
BCA - Articles of Incorporation	March 26, 2019

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 "B" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 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)

JORDYN SELZNICK

SUBORDINATION AND STANDSTILL AGREEMENT

THIS AGREEMENT made as of the 17th of June, 2022

BETWEEN:

MERIDIAN CREDIT UNION LIMITED
(hereinafter called the "First Mortgagee")

- and -

MONDE DEVELOPMENT GROUP INC.
(hereinafter called the "Borrower")

- and -

MARSHALLZEHR GROUP INC.
(hereinafter called the the "Second Mortgagee")

WHEREAS the Borrower is the registered or beneficial owner of the Project;

AND WHEREAS the Borrower has or will incur the First Mortgagee Obligations and the First Mortgagee Obligations are to be secured by the First Mortgage Security, and the Second Mortgagee has agreed, among other things, to postpone the Second Mortgage Security to the First Mortgage Security.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by the First Mortgagee to the Second Mortgagee, the receipt and sufficiency whereof are hereby acknowledged, and other good and valuable consideration, it is hereby covenanted and agreed as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

- (a) "Borrower" means Monde Development Group Inc. and its successors and assigns;
- (b) "Business Day" means a day other than a Saturday, Sunday or other day on which Schedule I Banks are authorized or obligated to close under the laws of the Province of Ontario or of Canada;
- (c) "Charged Property" means the Project, all leases pertaining thereto, all rents, revenues and personal property of the Borrower pertaining thereto or arising therefrom, and all associated rights, benefits and proceeds therefrom, as charged, assigned, pledged or in which a security interest has been created by the First Mortgage Security;
- (d) "Commitment Letter" means a letter of commitment dated March 14, 2022, as issued by the Second Mortgagee in favour of and accepted by the Borrower and the Guarantors, including all renewals, extensions, amendments, advances made thereunder, modifications, supplements and restatements thereof or thereto from time to time;
- (e) "Credit Agreement" means a credit agreement dated March 16, 2022 as issued by the First Mortgagee in favour of and accepted by the Borrower and the Guarantors, including all renewals, extensions, amendments, advances made thereunder, modifications, supplements and restatements thereof or thereto from time to time;
- (f) "Guarantors" means Majid Hamid and Hina Majid;
- (g) "First Mortgagee" means Meridian Credit Union Limited and its successors and assigns;
- (h) "First Mortgage Obligations" means all debts, liabilities and obligations arising under the Credit Agreement or with respect to the Lands whether present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the First Mortgagee in any currency, whether arising from dealings

between the Borrower and the First Mortgagee or from any other dealings or proceedings by which the First Mortgagee may be or become in any manner whatever a creditor of the Borrower and whether incurred by the Borrower alone or with another or others and whether as principal or surety, including all advances made after the date hereof to a maximum of **\$35,000,000.00**, plus all accrued and unpaid interest thereon and all legal and other costs, charges, fees and expenses pertaining thereto;

- (i) **"First Mortgage Security"** means all mortgages, pledges, charges, debentures, assignments and security agreements of any nature now or hereafter executed or made by the Borrower or the Guarantors with respect to the Lands in favour of the First Mortgagee to secure the First Mortgage Obligations, as amended or supplemented from time to time, and includes without limitation, the following documents, as amended or supplemented from time to time:
 - (i) a Charge/Mortgage in the registered principal amount of \$35,000,000.00 against the Lands;
 - (ii) an Assignment of Rents and Leases with respect to the Lands;
 - (iii) a General Security Agreement from the Borrower in favour of the First Mortgagee notice of which has been filed under the PPSA (ON) as File No. 783400248;
 - (iv) Guarantee and Postponement of Claim from Majid Hamid in an unlimited amount;
 - (v) Guarantee and Postponement of Claim from Hina Majid in the amount of \$3,000,000;
 - (vi) an Assignment of Insurance Proceeds;
 - (vii) an Assignment of Condominium voting rights;
 - (viii) an Assignment of Construction Management Agreement;
 - (ix) an Assignment of Funds on Deposit in the amount of \$200,000;
 - (x) an Indemnity Agreement regarding Letters of Credit;
 - (xi) an Environmental Undertaking and Indemnity;
 - (xii) an Assignment of Material Project Agreements; and
 - (xiii) an Assignment of Sale Agreements.
- (ii) **"Insolvency Proceeding"** means any proceeding seeking to adjudicate a Person an insolvent, seeking a bankruptcy order against a Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of a Person or its debts or a stay of proceedings of a Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.
- (iii) **"Lands"** means the lands premises described on Schedule "A";
- (iv) **"Person"** includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, governmental authority or other entity.
- (v) **"PPSA (ON)"** means Personal Property Security Act of Ontario;
- (vi) **"Proceeds of Realization"** means all cash and non-cash proceeds derived from any sale, disposition or other realization of any right, title or assets subject to the First Mortgage Security or the Second Mortgage Security;

- 3 -

- (i) after any demand for repayment or acceleration of indebtedness, liabilities and obligations that are the First Mortgage Obligations or the Second Mortgage Obligations;
- (ii) pursuant to any Insolvency Proceeding;
- (iii) upon the enforcement of, or pursuant to any action taken with respect to, any of the First Mortgage Security or the Second Mortgage Security;
- (iv) as insurance proceeds as a result of the loss of, destruction of or damage which are not applied to the repair or replacement of such insured assets in accordance with the terms of the First Mortgage Obligations;
- (v) as a result of the expropriation or other condemnation; or
- (vi) as a result of the exercise of any right of set-off or other similar right or remedy;

but shall exclude any interest reserve held by the First Mortgagee or the Second Mortgagee.

- (o) **"Project"** means a six storey building containing 89 residential condominium units and 89 parking spaces to be located on a 1.12 acre site comprising the Lands, together with all buildings, structures, improvements, parking facilities, walkways, expansions, re-configurations, additions, fixtures, renovations and alterations thereon, thereof and thereto, from time to time;
- (p) **"Second Mortgage Obligations"** means all debts, liabilities and obligations arising under the Commitment Letter or secured by the Lands, whether present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Second Mortgagee in any currency, whether arising from dealings between the Borrower and the Second Mortgagee or from any other dealings or proceedings by which the Second Mortgagee may be or become in any manner whatever a creditor of the Borrower and whether incurred by the Borrower alone or with another or others and whether as principal or surety, including all principal to a maximum of Five Million One Hundred and Fifty Nine Thousand (\$5,159,000.00) Dollars (the "Mezzanine Credit Facility") together with a cost overrun facility in the amount of up to Two Million (\$2,000,000.00) Dollars (the "Cost Overrun Credit Facility"), including all accrued and unpaid interest thereon and all legal and other costs, charges, fees and expenses pertaining thereto;
- (q) **"Second Mortgage Security"** means all mortgages, pledges, charges, debentures, assignments and security agreements of any nature now or hereafter executed or made by the Borrower or the Guarantors in favour of the Second Mortgagee to secure the Second Mortgage Obligations, as amended or supplemented from time to time, and includes without limitation, the following documents, as amended or supplemented from time to time:
 - (i) a Charge/Mortgage in favour of the Second Mortgagee, registered as Instrument No. DR2119823 in the registered principal amount of \$8,000,000.00;
 - (ii) an Assignment of Rents and Leases with respect to the Lands registered as Instrument No. DR2119824 and notice of which has been filed under the PPSA (ON) as File No. 781550685;
 - (iii) a General Security Agreement from the Borrower in favour of the Second Mortgagee notice of which has been filed under the PPSA (ON) as File No. 781550676;
 - (iv) Unlimited Guarantee and Postponement of Claim from Majid Hamid and Hina Majid;
 - (v) an Assignment of Insurance Proceeds;
 - (vi) an Assignment of Material Documents; and
 - (vii) an Assignment of Sale Agreements.

ARTICLE 2 - CONSENT OF THE FIRST MORTGAGEE AND SECOND MORTGAGEE

- 2.1 The First Mortgagee consents to the Second Mortgage Obligations and Second Mortgage Security.
- 2.2 The Second Mortgagee consents to the First Mortgage Obligations and First Mortgage Security.

ARTICLE 3 - SUBORDINATION AND POSTPONEMENT

- 3.1 The Second Mortgagee and the First Mortgagee hereby agree that:
 - (a) the Second Mortgage Security and the mortgages, charges, pledges, assignments and security interests constituted by the Second Mortgage Security, together with all of the rights, title, interest, benefits and advantages of the Second Mortgagee therein or derived thereunder; and
 - (b) the Second Mortgage Obligations,

are hereby and shall hereafter be postponed and subordinated to:

- (c) the First Mortgage Security and the mortgages, charges, pledges, assignments and security interests constituted by the First Mortgage Security, together with all of the First Mortgagee's rights, title, interest, benefits and advantages therein or derived thereunder to the extent of a maximum principal amount of \$35,000,000.00 plus any accrued and unpaid interest thereon and all legal and other costs, charges, fees and expenses pertaining thereto, both before and after default; and
- (d) the First Mortgage Obligations to the extent of a maximum principal amount of \$35,000,000.00 thereafter plus any accrued and unpaid interest thereon and all legal and other costs, charges, fees and expenses pertaining thereto, both before and after default, together with all interest now or hereafter accrued and/or payable thereon and the Protective Advances (as hereinafter defined) and First Mortgagee's Costs (as hereinafter defined), with such postponement and subordination to be valid and effective regardless of the respective times of execution, delivery, registration, attachment, perfection, crystallization and/or enforceability of the Second Mortgage Security and the First Mortgage Security. The Second Mortgagee agrees that any payments made at any time by the Lender on account of realty taxes, utility costs, insurance premiums, management fees and the cost of performing repairs, replacements, remediation or maintenance, the costs of completing the Project, liens or encumbrances (whether or not same have priority over the First Mortgage Security) (the "**Protective Advances**") and all reasonable costs and expenses of the Lender arising from or in connection with the Credit Agreement and the First Mortgage Security and/or incurred by or on behalf of the Lender in enforcing the First Mortgage Security or any portion thereof (the "**First Mortgagee's Costs**") shall have full and absolute priority over the advances made by the Second Mortgagee and the Second Mortgage Security.

to the intent and purpose that the First Mortgage Security, the mortgages, charges, pledges, assignments and security interests constituted by the First Mortgage Security and the First Mortgage Obligations shall at all times hereafter rank prior and superior to the Second Mortgage Security, the mortgages, charges, pledges, assignments and security interests constituted by the Second Mortgage Security and the Second Mortgage Obligations to the extent of the First Mortgage Obligations as limited above in subsections 3.1(c) and 3.1(d).

Without limiting the generality of the foregoing:

- (i) unless the prior written consent of the Second Mortgagee has been obtained, the priority set forth above will not apply to any increase to the principal amount of the First Mortgage Obligations or the First Mortgage Security (save and except for any advances relating to Protective Advances or the First Mortgagee's Costs) nor to any increase in the interest rates payable under the Credit Agreement (save and except for any increases in the prime rate from time);
- (ii) the First Mortgagee shall have priority to, and the first right to receive, all proceeds, including the Net Sale Proceeds (as such term is defined in the Commitment Letter), rents, revenues and other amounts arising out of or pertaining to the Project; and

- (iii) the Second Mortgagee shall be entitled to payments of fees and interest under the Second Mortgage Security so long as the Borrower is not in default under the First Mortgage Security. Notwithstanding the foregoing, the Second Mortgagee shall be entitled to payments of interest from an interest reserve that was established for such purpose regardless of default under the First Mortgage Security.
- 3.2 Notwithstanding any provisions hereof, the Second Mortgagee will not be prevented from taking any action against any Guarantors who have provided guarantees to the Second Mortgagee to secure the obligations of the Borrower in so far as any such action is against Guarantors who have not provided guarantees to the First Mortgagee.

ARTICLE 4 - EFFECT OF POSTPONEMENT

- 4.1 This Agreement shall be effective as between the First Mortgagee and the Second Mortgagee notwithstanding any past, present or future agreement, event, act or omission to act on the part of the First Mortgagee, the Second Mortgagee, the Borrower or any other person, including, without limitation, anyone or more of the following:
 - (a) The timing of execution, delivery, attachment, perfection, registration or enforcement of the First Mortgage Security or the Second Mortgage Security;
 - (b) The failure of the First Mortgagee to register, maintain, renew or keep current any registration of or pertaining to any of the First Mortgage Security;
 - (c) The failure of the Second Mortgagee to register, maintain, renew or keep current any registration of or pertaining to any of the Second Mortgage Security;
 - (d) The respective dates or timing of any advances or defaults under the First Mortgage Obligations or the Second Mortgage Obligations; and
 - (e) Any partial or complete repayment at any time and from time to time by the Borrower of any monies secured by the First Mortgage Security or the Second Mortgage Security.

ARTICLE 5 - APPLICATION OF PROCEEDS

- 5.1 The Second Mortgagee acknowledges that all and every part of the First Mortgage Security is held by the First Mortgagee as security for all and every part of the First Mortgage Obligations and agrees that the First Mortgagee may apply as a permanent reduction any monies received, whether from the enforcement of and realization upon any or all of the First Mortgage Security, the sale or refinancing of all or any part of the Lands or otherwise, to any part of the First Mortgage Obligations which the First Mortgagee, in its sole and unfettered discretion, may determine.

ARTICLE 6 - DELIVERY OF INFORMATION AND NOTICES

- 6.1 The Second Mortgagee hereby acknowledges that it has provided the First Mortgagee with all material information relating to the Second Mortgage Security and any property charged thereby as required by the First Mortgagee. The Second Mortgagee further confirms that the First Mortgage Security and the First Mortgage Obligations are in good standing as of the date hereof.
- 6.2 The First Mortgagee hereby acknowledges that it has provided the Second Mortgagee with all material information relating to the First Mortgage Security and any property charged thereby as required by the Second Mortgagee. The First Mortgagee further confirms that the Second Mortgage Security and the Second Mortgage Obligations are in good standing as of the date hereof.
- 6.3 The Borrower hereby confirms that it has provided the First Mortgagee with all material information relating to the Second Mortgage Security and any property charged thereby. The Borrower further confirms that it is not aware of any default with respect to the First Mortgage Security, the First Mortgage Obligations, the Second Mortgage Security and the Second Mortgage Obligations.

ARTICLE 7 - AGREEMENT OF THE FIRST MORTGAGEE AND SECOND MORTGAGEE

- 7.1 The Second Mortgagee and the First Mortgagee agree with each other and the Borrower that:

- (a) Notwithstanding the provisions of the Second Mortgage Security:
 - (i) realty taxes respecting the Project shall not be paid to the Second Mortgagee by the Borrower, but shall be paid by the Borrower to the extent provided for in the First Mortgage Security or Credit Agreement; and
 - (ii) the Borrower shall be entitled to sell condominium units in the Project to bona fide third party purchasers without the consent of the Second Mortgagee, provided that the requirements in the Credit Agreement have been complied with.
 - (b) if the Borrower defaults under the Second Mortgage Security, where, but for this Agreement, the Second Mortgagee would elect to enforce its remedies in respect thereof under the Second Mortgage Security, then the Second Mortgagee shall use reasonable commercial efforts to forthwith give written notice to the First Mortgagee of such default, which notice shall specify the nature of such default, and whether or not the Borrower is entitled to notice from the Second Mortgagee of such default. The First Mortgagee agrees the failure of the Second Mortgagee to deliver such notice shall not attract any liability or damages against the Second Mortgagee.
 - (c) the Second Mortgagee shall not take or authorize to be taken any action, save and except for the giving or making a demand for payment and the issuance of a notice of intention to enforce security solely for the purpose of preserving and protecting the Second Mortgage Obligations, by way of suit, power of sale, foreclosure, summary proceedings, or otherwise, or exercise any rights or remedies under the Second Mortgage Security or otherwise for the purpose of directly or indirectly, realizing on any of the Charged Property, until one hundred and twenty (120) days following the default under the Second Mortgage Security and the giving of written notice by the Second Mortgagee to the First Mortgagee of such default.
- 7.2 The Second Mortgagee may, at its sole option, but shall not be obliged to, cure any default under the First Mortgage Security within the applicable curing period (if any) under the First Mortgage Security relating thereto. Further, the Second Mortgagee may, at its sole option, but shall not be obliged to pay to the First Mortgagee the entire amount owing under the First Mortgage Obligations at any time, without penalty or bonus after default shall occur under the First Mortgage Security or the Second Mortgage Security, within the period that is twenty (20) business days beyond the date of notice of such default, in which event the First Mortgagee shall, at the option of the Second Mortgagee, either discharge the First Mortgage Security or provide an assignment thereof to the Second Mortgagee.
- 7.3 Any default notice sent by the First Mortgagee to the Borrower as provided herein shall also at the same time be sent to the Second Mortgagee provided that the failure to provide notice will not attract any liability or damages against the First Mortgagee. Any default notice sent by the Second Mortgagee to the Borrower as provided herein shall also at the same time be sent to the First Mortgagee provided that the failure to provide notice will not attract any liability or damages against the Second Mortgagee.
- 7.4 In the event there are cost overruns in relation to the development of the Project by the Borrower, the First Mortgagee shall require that the amount of any such overruns be paid by the Borrower (or the Guarantors). In the event the Borrower is not able or fails to pay such cost overruns, then, prior to the First Mortgagee making any advances under the First Mortgage Security with regard to such overruns, the First Mortgagee shall give written notice to the Second Mortgagee of the requirement for the amount of such cost overruns to be advanced, and the Second Mortgagee shall have ten (10) Business Days from the date of receipt of such written notice to advise the First Mortgagee that the Second Mortgagee wishes to increase the Second Mortgage Security by the amount of such overruns, and advance such amount to the Borrower, failing which the First Mortgagee shall be entitled, in its sole discretion, to advance the amount of such cost overruns, provided that, in any event, the amount to be advanced for any such cost overruns must be mutually agreed to by the First Mortgagee and the Second Mortgagee. In the event Second Mortgagee advances the amount of such cost overruns to the Borrower, such amounts shall be secured under the Second Mortgage Security and form part of the Second Mortgage Security, and shall be subordinated and postponed to the First Mortgage Security and the First Mortgage Obligations to the full extent provided for in Section 3.1. In the event the First Mortgagee advances the amount of such cost overruns to the Borrower (a "**Cost Overrun Advance**"), each such Cost Overrun Advance shall be secured under the First Mortgage Security and form part of the First Mortgage Obligations, and the Second Mortgagee agrees the Cost Overrun Advance shall be deemed a Protective Advance for the purpose of this Agreement.

- 7.5 The Second Mortgagee will provide partial discharges of the Second Mortgage Security without payment for all sales of all or part of the Project including sales of condominium units or transfers to governmental authorities provided that the First Mortgagee also discharges the First Mortgage Security and applies the proceeds in reduction of the First Mortgage Obligations, and once the First Mortgage Obligations are repaid in full, any amounts received from the sale of all or part of the Project shall be applied against the Second Mortgage Obligations.
- 7.6 The Second Mortgagee will consent to the registration of one or more condominium declarations and will postpone to all agreements and easements with governmental authorities or amongst the owners of the Project and any owners of adjacent properties. The Borrower shall be responsible for all costs relating thereto.
- 7.7 All Proceeds of Realization from the any right, title or interest subject to the First Mortgage Security or the Second Mortgage Security shall be applied and distributed as follows:
- (a) firstly, to the payment of all costs and expenses (including legal fees) paid or incurred by the First Mortgagee;
 - (b) secondly, to the payment of the First Mortgage Obligations (including for greater certainty, interest and/or other fees);
 - (c) thirdly, to the payment of the Second Mortgage Obligations; and
 - (d) lastly, as otherwise required by applicable law
- 7.8 Any insurance proceeds received by any of the Borrower or by the Second Mortgagee or the First Mortgagee in respect of the collateral charged by the First Mortgage Security or the Second Mortgage Security shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as Proceeds of Realization of the collateral for which they compensate.
- 7.9 If any Proceeds of Realization are delivered to or received by a party in contravention of the priorities set forth this section, such party shall hold such Proceeds of Realization in trust for the other party and shall forthwith deliver such Proceeds of Realization to such other party.
- 7.10 The Borrower, the Guarantors, the First Mortgagee and the Second Mortgagee acknowledge and agree that (i) the grants of security, mortgages, assignments and other liens pursuant to the First Mortgage Security and the Second Mortgage Security constitute separate and distinct grants of liens and (ii) because of, among other things, their differing rights in the right, title and assets of the Borrower and the Guarantors are fundamentally different from each other and must be separately classified in any plan of reorganization, compromise or arrangement proposed or adopted in an Insolvency Proceeding.
- 7.11 No Person shall, in any manner, contest, oppose or otherwise bring into question the validity, priority, perfection or enforceability of any of the First Mortgage Security or the Second Mortgage Security or any of the loan documents of the First Mortgagee or the Second Mortgagee giving rise to the First Mortgage Obligations or the Second Mortgage Obligations other than to defend the terms of this Agreement.
- 7.12 To the extent any payment of First Mortgage Obligations (whether by or on behalf of any Borrower or Guarantor, as Proceeds of Realization or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar Person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recoverable by, or paid over to, such trustee, receiver or other Person, the First Mortgage Obligations or part thereof originally intended to be satisfied (the "**Reinstated Debt**") shall be deemed to be reinstated and outstanding as if such payment had not occurred. The Second Mortgagee agrees that, in such event, any Proceeds of Realization received by such party prior to the reinstatement of the Reinstated Debt, the receipt of which Proceeds of Realization would have been in contravention of the priorities set forth in this Agreement had the Reinstated Debt been outstanding at the time of such receipt, shall be deemed to have been received by it in trust for the First Mortgagee and shall promptly be paid over to the First Mortgagee to the extent necessary to comply with the priorities set forth in this Agreement in respect of the Reinstated Debt.
- 7.13 The rights of the First Mortgagee and the Second Mortgagee and the priorities of the First Mortgage Security and the Second Mortgage Security set out in this Agreement shall apply in all events and circumstances regardless of:

- 8 -

- (i) the time or sequence of any creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection, crystallation or enforcement;
 - (ii) the time or sequence of any loan or advance or other extension of credit made the Borrower;
 - (iii) the time of Default or demand for repayment or acceleration of any indebtedness, liabilities or obligations; or
 - (iv) any priority otherwise accorded to the First Mortgage Security or the Second Mortgage Security by any principle of law or in any statute.
- 7.14 Except for any consents contained in this agreement permitting the First Mortgage Obligations, the Second Mortgage Obligations, the First Mortgage Security or the Second Mortgage Security, nothing in this Agreement shall be construed as conferring any rights upon any Borrower, Guarantor or any third party.
- 7.15 The First Mortgage Obligations and the Second Mortgage Obligations are deemed made in reliance on this Agreement and each of the Parties hereby agrees that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish the respective priorities of the First Mortgagee and the Second Mortgagee in connection with the credit and loans advanced by them and the First Mortgage Security and the Second Mortgage Security, and that a breach of any such covenant, provision or restriction would result in damages that could not adequately be compensated by monetary award. Accordingly, each of the Parties hereby agree that, in addition to all other remedies available to it, including any action for damages, the Parties shall be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin such party from breaching any such covenant, provision or restriction or to compel performance of this Agreement. Any action taken or thing done by the Parties in contravention of this Agreement shall be null and void and of no effect. This Agreement may be enforced only by the action of the First Mortgagee or the Second Mortgagee, as applicable.

ARTICLE 8 - FURTHER ASSURANCES

- 8.1 The Second Mortgagee and the Borrower shall forthwith, and from time to time, on the request of the First Mortgagee, execute and do all deeds, documents and things which the First Mortgagee requests in order to give full effect to the subordinations and postponements of the Second Mortgage Security, the rights and remedies of the Second Mortgagee thereunder and the Second Mortgage Obligations to the First Mortgage Security, the rights and remedies of the First Mortgagee thereunder and the First Mortgage Obligations in accordance with the intent of this Agreement, all at the expense of the Borrower.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

- 9.1 This Agreement is binding upon and shall endure to the benefit of the First Mortgagee, the Borrower and the Second Mortgagee, and their respective successors and assigns.
- 9.2 The Second Mortgagee shall sell, transfer, assign or otherwise dispose of any interest in the Second Mortgage Obligations or the Second Mortgage Security to any person or persons except upon terms and conditions which are expressly subject to the terms of this Agreement and provided that: (i) any such purchaser, transferee, assignee or other recipient of such interest assumes the obligations of this Agreement relating thereto; and (ii) the First Mortgage has consented thereto in advance in writing and notice of such sale, transfer, assignment or other disposition is provided to the First Mortgagee forthwith upon completion thereof. Notwithstanding the foregoing, the Second Mortgagee shall be permitted to syndicate the Second Mortgage Obligations without notice to the other party, provided that registered title to the Second Mortgage Security does not change and that the Second Mortgagee remains the administrative agent (or similar role) in respect of the Second Mortgage Obligations.
- 9.3 The First Mortgagee shall sell, transfer, assign or otherwise dispose of any interest in the First Mortgage Obligations or the First Mortgage Security to any person or persons except upon terms and conditions which are expressly subject to the terms of this Agreement and provided that: (i) any such purchaser, transferee, assignee or other recipient of such interest assumes the obligations of this Agreement relating thereto; and (ii) notice of such sale, transfer, assignment or other disposition is provided to the Second Mortgagee

forthwith upon completion thereof. Notwithstanding the foregoing, the First Mortgagee shall be permitted to syndicate the First Mortgage Obligations without notice to the other party, provided that registered title to the First Mortgage Security does not change.

ARTICLE 10 - NOTICE

- 10.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by facsimile or other means of electronic communication or by hand delivery as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending or, if delivered by hand, shall be deemed to have been received at the time it is delivered to the applicable address noted below to the individual at such address having apparent authority to accept deliveries on behalf of the addresses. Notice of change of address shall also be governed by this section. Notices and other communications shall be addressed as follows:
- (a) If to the First Mortgagee:

Meridian Credit Union Limited
75 Corporate Park Drive
St. Catharines, ON L2S 3W3

Attention: CBC Security Support
 - (b) If to the Borrower:
 - (c) Monde Development Group Inc.
302 Pinehurst Drive
Oakville, Ontario L6J 4X3

Attention: Majid Hamid
 - (d) If to the Second Mortgagee:

MarshallZehr Group Inc.
465 Phillip Street, Suite 206
Waterloo, Ontario
N2L 6C7

Attention: Josh Thiessen

ARTICLE 11 - GOVERNING LAW

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the Ontario and the laws of Canada applicable herein.

ARTICLE 12 - HEADINGS

- 12.1 The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 13 - ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the entire agreement between the parties. There are no warranties, representations or collateral agreements between the parties in connection with the subject matter herein except as specifically set out herein. All representations, warranties and covenants made by a party hereto shall be deemed to have been relied upon by the party to whom such representations, warranties and covenants were made.

ARTICLE 14 - ACKNOWLEDGMENT OF BORROWER

- 14.1 The Borrower acknowledges and consents to this Agreement and agrees to perform its obligations and hold and deal with the Charged Property in accordance with the priorities set out in this Agreement.
- 14.2 Nothing in this Agreement will be construed as conferring any rights upon the Borrower or any other third party. The terms and conditions hereof are and will be for the sole and exclusive benefit of the First Mortgagee and the Second Mortgagee.

ARTICLE 15 - EXECUTION IN COUNTERPARTS & AUTHORITY TO COMPLETE

- 15.1 This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and which together shall constitute one and the same agreement.
- 15.2 The First Mortgagee is hereby authorized to complete clauses 1.1(i) with the respective dates and registration numbers of the First Mortgage Security and similarly the Second Mortgagee is hereby authorized to complete clause 1.1(m) with the respective dates and registration numbers of the Second Mortgage Security.

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IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

DocuSigned by:
Majid Hamid
7951C304CD954BE...

Per: _____
Name: Majid Hamid
Title: _____

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have the authority to bind the corporation

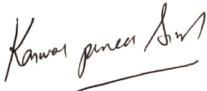
IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

Per: _____
Name: Majid Hamid
Title:

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per:  _____
Name: KANWAR SINGH
Title: DIRECTOR- REAL ESTATE
Per:  _____
Name: TIM YUNG
Title: DIRECTOR- REAL ESTATE
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:
I/We have the authority to bind the corporation

IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

Per: _____
Name: Majid Hamid
Title:

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.

Per:

DocuSigned by:
Murray Snedden
5D7B0477Z4B943F...

Name: Murray Snedden
Title: Chief Financial Officer & Principal Broker

Per: _____
Name:
Title:
I/We have the authority to bind the corporation

Schedule A

PIN 26591 - 0010 (LT); LRO #40

PT LT 31 CON 2 DARLINGTON AS IN D517064; S/T N157141; CLARINGTON; SUBJECT TO AN EASEMENT AS IN DR2039533.

robapp\6297219.1

AMENDMENT TO SUBORDINATION AND STANDSTILL AGREEMENT

THIS AMENDMENT TO SUBORDINATION AND STANDSTILL AGREEMENT (this “**Amendment**”) is made among **MERIDIAN CREDIT UNION LIMITED** (hereinafter called “**Meridian**”), **MARSHALLZEHR GROUP INC.**, (hereinafter called “**MarshallZehr**”) and **MONDE DEVELOPMENT GROUP INC.** (the “**Debtor**”) as of November 15, 2024.

WHEREAS:

- A.** Meridian, MarshallZehr and the Debtor, are parties to a Subordination and Standstill Agreement dated June 17, 2022 (as may be amended, restated, supplemented or replaced from time to time, the “**Subordination Agreement**”);
- B.** Capitalized terms used but not defined herein have the meanings given to such terms in the Subordination Agreement;
- C.** Pursuant to the terms of the Subordination Agreement, the First Mortgage Security and the First Mortgage Obligations were limited to various credit facilities set out therein;
- D.** Meridian and the Debtor wish to amend the Credit Agreement (the “**Amending Agreement**”), to among other things, increase the First Mortgage Obligations under the Credit Agreement to CDN \$36,000,000.00 (the “**Amended First Mortgage Obligations**”).
- E.** MarshallZehr has agreed to consent to the Amended First Mortgage Obligations.

NOW THEREFORE and in consideration of the covenants and conditions hereinafter described, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. In accordance with subsection 3.1(i) of the Subordination Agreement, MarshallZehr hereby consents to the execution and delivery of the Amending Agreement and all of the terms and conditions thereof, including without limitation the Amended First Mortgage Obligations.
- 2. Upon the execution and delivery of this Amendment, MarshallZehr, Meridian and the Debtor acknowledge and agree that reference to “\$35,000,000.00” in the definition of “**First Mortgage Obligations**” in the Subordination Agreement shall be replaced with reference to “\$36,000,000.00”.
- 3. All the terms and conditions of the Subordination Agreement, except insofar as the same are amended by the express provisions herein, are confirmed and ratified in all respects, shall survive and shall not merge with or be extinguished by the execution and delivery of this Amendment and shall hereafter continue in full force and effect, as amended hereby.
- 4. The definition of “**Credit Agreement**” in Section 1.1 of the Subordination Agreement is hereby deemed to be such agreement as amended by the Amending Agreement and previous applicable amendments and as the same may be further amended, restated, supplemented, replaced or otherwise modified from time to time.
- 5. Upon the execution and delivery of this Amendment all references in the Subordination Agreement to “**this Agreement**” shall be deemed to refer to the Subordination Agreement as amended hereby.
- 6. This Amendment shall be exclusively (without regard to rules or principles relating to conflicts of laws) governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby attorn to the non-exclusive jurisdiction of the courts thereof.
- 7. This Amendment may be executed in several counterparts and delivered by facsimile transmission or emailed PDF, each of which shall constitute an original and all of which when taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

Per: 
Name: Majid Hamid
Title: President and Secretary

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name: _____
Title: _____
Per: _____
Name: _____
Title: _____
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.

Per: _____
Name: _____
Title: _____
Per: _____
Name: _____
Title: _____
I/We have the authority to bind the corporation

IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

Per: _____
Name: Majid Hamid
Title:

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per: Deepak _____
Name: Deepak Gupta
Title: Senior Relationship Manager
Per: Kanwar Singh _____
Name: Kanwar Singh
Title: Director and Team Lead
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:
I/We have the authority to bind the corporation

IN WITNESS WHEREOF the parties have executed this Agreement.

MONDE DEVELOPMENT GROUP INC.

Per: _____
Name: Majid Hamid
Title:

I have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name:
Title:
Per: _____
Name:
Title:
I/We have the authority to bind the corporation

MARSHALLZEHR GROUP INC.


Per: **box** SIGN 4697JJLW-4WPJVWYV
Name: Murray Snedden
Title: Chief Operating Officer
Per: _____
Name:
Title:
I/We have the authority to bind the corporation

This is Exhibit "C" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

PRIORITY AGREEMENT

THIS AGREEMENT dated the 30th day of May, 2022.

B E T W E E N:

THE SOVEREIGN GENERAL INSURANCE COMPANY
(hereinafter collectively called the "Surety")

- and -

MERIDIAN CREDIT UNION LIMITED
(hereinafter called the "Lender")

WHEREAS:

- 1. MONDE DEVELOPMENT GROUP INC.(hereinafter called the "Principal") has entered into a loan agreement with the Lender dated as of the 13th day of February, 2022 pursuant to which it has executed and delivered certain security to the Lender, including, without limitation, a charge of land in the principal amount of **THIRTY FIVE MILLION** Dollars (\$35,000,000.00) (the "**First Charge**") and certain other security (all present and future security granted by the Principal to the Lender, collectively referred to herein as the "**Lender Security**").
- 2. The First Charge was registered in the Land Titles Division of the Durham Land Registry Office (No. 40) on the 17th day of June , 2022, as Instrument No. DR2144654 against the lands described as Part of Lot 31, Concession 2 Darlington as in Instrument No. D517064, Municipality of Clarington, Regional Municipality of Durham and municipally known as 1607 King Street East, Courtice, Ontario (hereinafter collectively called the "**Property**").

AND WHEREAS:

- 3. The Principal has requested the Surety to provide a Tarion bonding facility and/or excess condominium deposit insurance policy ("**ECDI**") in connection with the Principal's Project, as defined below, on the Property. The Principal has entered into a deposit trust agreement dated December 9, 2021 with the Surety and Robins Appleby LLP as escrow agent (the "**Escrow Agent**") in connection with Deposit Monies.
- 4. All deposit monies received from time to time from purchasers of dwelling units in the proposed residential condominium being developed by the Principal on the Property (the "**Project**") and accrued interest thereon (the "**Deposit Monies**") have (or will be) deposited in a designated trust account at the Bank of Montreal, 100 King Street West, Main Floor, Toronto, ON M5X 1A3 (the "**Designated Trust Account**");
- 5. By a mortgage (the "**Surety Mortgage**") made between the Principal as mortgagor and the Surety as mortgagee which Surety Mortgage was registered on the 1st day of April, 2022 in the Land Titles Division of the Durham Land Registry Office (No.40) as Instrument No. DR2117363, the Principal did mortgage the Property to the Surety to secure payment of the sum of **TWELVE MILLION** Dollars (\$12,000,000.00) and interest as set out in the Surety Mortgage.
- 6. The Principal has granted to the Surety, pursuant to the provisions of the Surety Mortgage, security interests in certain of its personal property, including the Deposit Monies (all present and future security granted by the Principal to the Surety, including such security pursuant to the Surety Mortgage, hereinafter collectively referred to as the "**Surety Security**").
- 7. The parties hereto wish to record their agreement as to the priorities of the Lender Security and the Surety Security.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Surety and the Lender agree as follows:

- (a) The Lender's Security and all amounts secured thereby (including all costs, charges and fees and expenses incurred by the Lender, or any agent, receiver or receiver and manager appointed by the Lender, in connection therewith but including advances made thereunder only to the extent of \$35,000,000.00, plus interest thereunder and secured thereby and all additional advances for construction cost overruns, shall be an encumbrance upon the Property prior to the Surety Security, and the Surety hereby postpones and subordinates all of its rights and interests under the Surety Security, to and in favour of the Lender's Security, and to all amounts secured thereby (including all costs, charges, fees and expenses incurred by the Lender, or any agent, receiver or receiver and manager appointed by the Lender, in connection therewith), and to all advances made thereunder to the extent noted above and to all interest accruing thereunder and secured thereby. In order to give effect to this postponement and subordination, the Surety releases to the Lender all of its rights and claims to priority with respect to the Surety Security, to the extent noted above.
- (b) Subject to the provisions of paragraph (a) above, the Surety Security shall at all times be postponed to (and shall correspondingly rank subordinate to) the Lender Security, except in respect of the Deposit Monies, in respect of which the Surety Security shall have priority over the Lender Security for only so long as, and to the extent that, such Deposit Monies shall remain in the Designated Trust Account, or have been withdrawn from the Designated Trust Account but are utilized exclusively by the Surety to pay approved project costs (and have not been released to the Principal for its own use), in respect of which the Lender Security shall constitute a second charge and security interest in the Deposit Monies.
- (c) The above postponements and subordinations shall apply notwithstanding the respective dates of execution and registration of any of the Lender Security and the Surety Security, in whole or in part, or the date of attachment or perfection of any security interest(s) granted thereby, the date of any advance(s), the date of any default(s), or any other matter(s). Each of the parties hereto agrees that it shall not claim against the others the benefit of any charge, mortgage, security interest, trust or other claim which would affect the priorities set out herein.
- (d) The Surety hereby confirms that notwithstanding any provision to the contrary in any of the Surety Security, the security provided by the Surety Security over the Property and other assets of the Principal in any way related to the Project (including without limitation, the Deposit Monies) shall not secure any indebtedness, liability or obligation of the Principal except in respect of the Project, while any amounts under the Lender Security remains unpaid.
- (e) The Surety and the Lender hereby consent to the granting of the security by the Principal referred to herein, and shall at all times (and from time to time) execute and deliver to the others all such further documents, agreements or other assurances as may be necessary to give effect to this agreement, and to carry out the intent hereof.
- (f) Nothing herein shall affect the rights of the Surety and the Lender, respectively against the Principal. The provisions of this agreement shall enure to the benefit of, and be correspondingly binding upon, the Lender and the Surety and their respective successors and assigns, and shall be interpreted and construed according to the laws of the Province of Ontario.
- (g) The Surety will authorize the release of the Deposit Monies in accordance with the terms and conditions letter relating to the Deposit Protection Insurance (the "DPI") facility issued by the Surety and dated the 9TH day of December, 2021 (the "**Terms and Conditions Letter**"). The Surety agrees to continue to authorize the release of Deposit Monies in accordance with the Terms and Conditions Letter in circumstances where the Principal is in default and the Lender nevertheless elects to continue making loan advances to the Principal in connection with the development of the Project and the Lender agrees to make the condominium units available to existing purchasers for closing, provided each such release shall be subject to the Terms and Conditions Letter and the payment of all DPI policy premiums.

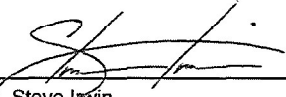
- (h) The Surety hereby covenants, agrees and undertakes to and with the Lender to and notwithstanding any default under the Surety Security:
- (i) execute and deliver any usual documentation required in connection with the development and registration of the Property as a Condominium, including but not limited to all plans, documents or agreements which are necessary or desirable in facilitating the development of the Property;
 - (ii) execute and deliver such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, railway company, utility, or conservation authority, any lands required for municipal, public or any other purpose, in order to permit the registration of a plan or plans of condominium, or for any other municipal or public purpose, including but without limiting in any way the generality of the foregoing, such public or private purposes as roads, road widenings, highways, walkways, reserves and parks;
 - (iii) execute and deliver such partial discharge or discharges and any consents, subordinations or postponements required in order to create and grant easements, rights-of-way, licences or reserves for utilities whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television or similar services; and
 - (iv) deliver (or cause to be registered electronically), without any payment therefor, partial discharges of the Surety Security, in respect of each of the condominium units (and their appurtenant common interests) which have been sold.

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IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

THE SOVEREIGN GENERAL INSURANCE COMPANY

Per: 
Name: Janarthan Selvarajah
Title: Sr. Underwriter, Residential Surety

Per: 
Name: Steve Irwin
Title: Manager, Residential Surety

I/We have authority to bind the Corporation

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

robapp\7244185.2

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

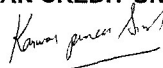
THE SOVEREIGN GENERAL INSURANCE COMPANY

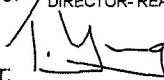
Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

MERIDIAN CREDIT UNION LIMITED


Per: _____
Name: KANWAR SINGH
Title: DIRECTOR- REAL ESTATE


Per: _____
Name: TIM YUNG
Title: DIRECTOR - REAL ESTATE

I/We have authority to bind the Corporation

robapp\7244185.2

AMENDMENT TO PRIORITY AGREEMENT

THIS AGREEMENT dated the 14th day of November, 2024.

B E T W E E N:

THE SOVEREIGN GENERAL INSURANCE COMPANY
(hereinafter collectively called the "Surety")

- and -

MERIDIAN CREDIT UNION LIMITED
(hereinafter called the "Lender")

WHEREAS:

- 1. MONDE DEVELOPMENT GROUP INC.(hereinafter called the "Principal") has entered into a loan agreement with the Lender dated as of the 13th day of February, 2022 pursuant to which it has executed and delivered certain security to the Lender, including, without limitation, a charge of land in the principal amount of THIRTY FIVE MILLION Dollars (\$35,000,000.00) (the "Original Lender Charge") and certain other security (all present and future security granted by the Principal to the Lender, collectively referred to herein as the "Lender Security").
- 2. The Original Lender Charge was registered in the Land Titles Division of the Durham Land Registry Office (No. 40) on the 17th day of June, 2022, as Instrument No.DR2144654 against the lands described as Part of Lot 31, Concession 2 Darlington as in Instrument No. D517064, Municipality of Clarington, Regional Municipality of Durham and municipally known as 1607 King Street East, Courtice, Ontario (hereinafter collectively called the "Property").

AND WHEREAS:

- 3. The Principal has requested the Surety to provide a Tarion bonding facility and/or excess condominium deposit insurance policy ("ECDI") in connection with the Principal's Project, as defined below, on the Property. The Principal has entered into a deposit trust agreement dated December 9, 2021 with the Surety and Robins Appleby LLP as escrow agent (the "Escrow Agent") in connection with Deposit Monies.
- 4. All deposit monies received from time to time from purchasers of dwelling units in the proposed residential condominium being developed by the Principal on the Property (the "Project") and accrued interest thereon (the "Deposit Monies") have (or will be) deposited in a designated trust account at the Bank of Montreal, 100 King Street West, Main Floor, Toronto, ON M5X 1A3 (the "Designated Trust Account");
- 5. By a mortgage (the "Surety Mortgage") made between the Principal as mortgagor and the Surety as mortgagee which Surety Mortgage was registered on the 1st day of April, 2022 in the Land Titles Division of the Durham Land Registry Office (No.40) as Instrument No. DR2117363, the Principal did mortgage the Property to the Surety to secure payment of the sum of TWELVE MILLION Dollars (\$12,000,000.00) and interest as set out in the Surety Mortgage.
- 6. The Principal has granted to the Surety, pursuant to the provisions of the Surety Mortgage, security interests in certain of its personal property, including the Deposit Monies (all present and future security granted by the Principal to the Surety, including such security pursuant to the Surety Mortgage, hereinafter collectively referred to as the "Surety Security").
- 7. The Surety and the Lender have entered into a priority agreement dated as of May 30, 2022 (the "Existing Priority Agreement"), to establish the priorities between the Surety and the Lender in respect of their secured claims under the Surety Security and the Lender Security, respectively;

- 8. The Principal has entered into an amendment to the Lender Security dated **November 12, 2024**, pursuant to which the Principal and the Lender agreed, inter alia, to amend the Original Lender Charge;
- 9. The parties now wish to amend the Existing Priority Agreement as set out herein.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Surety and the Lender agree as follows:

1. **RECITALS**

- 1.1 The recitals to this Agreement shall form an integral part of this Agreement and shall be read and construed as part of this Agreement.

2. **DEFINITIONS**

- 2.1 Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Existing Priority Agreement.

AMENDMENTS

- 3. Paragraph 5 of the Recitals to the Existing Priority Agreement is hereby deleted and replaced by the following:
 - 3.1 By a mortgage (the “**Original Lender Charge**”) made between the Principal as Mortgagor and the Lender as Mortgagee which Original Lender Charge was registered on the 17th day of June, 2022 in the Land Titles Division of Durham (No. 40) (the “**Registry Office**”) as Instrument No. DR2144654, and amended by a Notice of Amending Agreement (the “**Notice**”) amending the Original Lender Charge, registered on the 19th day of **November**, 2024, in the Registry Office as Instrument No. DR2363033 (the Original Lender Charge and the Notice hereinafter collectively called the “**Lender Charge**”), the Principal did mortgage the Property to the Lender to secure payment of the sum of Thirty-Six Million Dollars (\$36,000,000.00) and interest as set out in the Surety Lender Charge. With the exception of the foregoing amendments, the Existing Priority Agreement shall continue in full force and effect unamended.

4. **MISCELLANEOUS**

- 4.1 This Agreement may be executed and delivered by facsimile or other electronic means(including in “pdf” format) and in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

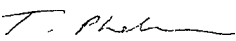
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[Signature page for Amendment to Priority Agreement]

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

THE SOVEREIGN GENERAL INSURANCE COMPANY

Per: 
Name: Hillary Scarlett
Title: Attorney in Fact

Per: 
Name: Taina Phelan
Title: Attorney in Fact

I/We have authority to bind the Corporation

MERIDIAN CREDIT UNION LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

[Signature page for Amendment to Priority Agreement]

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

THE SOVEREIGN GENERAL INSURANCE COMPANY

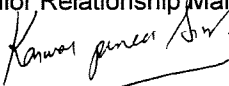
Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

MERIDIAN CREDIT UNION LIMITED

Per:  _____
Name: Deepak Gupta
Title: Senior Relationship Manager

Per:  _____
Name: Kanwar Singh
Title: Director and Team Lead

I/We have authority to bind the Corporation

This is Exhibit "D" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Business Banking Centre – Greater
Toronto Area (GTA)
50 Ronson Drive Unit 155
Toronto, ON
M9W 1B3
MeridianCU.ca



February 13, 2022

Monde Development Group Inc.
302 Pinehurst Drive
Oakville, Ontario
L6J 4X3

Attention Majid Hamid:

Re: Credit Agreement

On the basis of the financial and other information provided to us, Meridian Credit Union Limited ("**Meridian**") has authorized the following credit facilities ("**Credit Facilities**") on the terms and conditions set out below.

This agreement ("**Credit Agreement**") and the other Financing Documents constitute the entire agreement between you and us pertaining to the credit facilities and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, whether written or oral. This Credit Agreement may not be amended except by an agreement in writing that makes express reference to this agreement and is signed by you and us.

The attached Schedule A is an integral part of this Credit Agreement. Capitalized terms used and not otherwise defined shall have the meanings set out in Schedule A.

BORROWER: Monde Development Group Inc. ("**Member**")

GUARANTORS: Majid Hamid ("Individual Guarantor")
Hina Majid ("Individual Guarantor")

(Individual Guarantors, each a Guarantor and collectively, the "**Guarantors**")

**CREDIT
FACILITIES AND
AUTHORIZED
AMOUNTS:**

- | | | |
|----------------------------------|-----------------|--------------|
| 1. Demand Loan
(Construction) | To a maximum of | \$31,000,000 |
| 2. Letters of Credit | To a maximum of | \$1,000,000 |

- PURPOSE:**
1. Demand Loan (Construction) To finance the construction of a 6-storey, 89-unit condominium development located at 1607 King Street East, Clarington, Ontario, as per sources and uses of funds.
 2. Letter(s) of Credit To provide Letters of Credit to Governmental Authorities or for other obligations of the Member relating to the Construction as provided for in the Project Budget

Sources					Uses				
	Amount	%age	Per Unit	Per sq. ft.		Amount	%age	Per Unit	Per sq. ft.
MCU loan	\$ 31,000,000	63.47%	\$ 348,315	\$ 347.6	Land and related costs	\$ 1,435,000	2.9%	\$ 16,124	\$ 16.1
Land Lift	\$ 4,275,000	8.75%	\$ 48,034	\$ 47.9	Land Lift	\$ 4,275,000	8.8%	\$ 48,034	\$ 47.9
Member Cash Equity	\$ 2,100,000	4.30%	\$ 23,596	\$ 23.5	Hard Costs	\$ 28,145,000	57.6%	\$ 316,236	\$ 315.6
Deposits	\$ 6,172,000	12.64%	\$ 69,348	\$ 69.2	Hard Costs Contingency	\$ 1,690,000	3.5%	\$ 18,989	\$ 18.9
Deferred Costs	\$ 1,733,000	3.55%	\$ 19,472	\$ 19.4	Soft Costs - Development	\$ 3,110,000	6.4%	\$ 34,944	\$ 34.9
Mezz Loan	\$ 3,560,000	7.29%	\$ 40,000	\$ 39.9	Soft Costs - Consultants	\$ 1,249,500	2.6%	\$ 14,039	\$ 14.0
					Soft Costs - Government charges	\$ 3,411,000	7.0%	\$ 38,326	\$ 38.2
					Financing	\$ 2,912,000	6.0%	\$ 32,719	\$ 32.6
					Marketing	\$ 2,392,000	4.9%	\$ 26,876	\$ 26.8
					Development Contingency	\$ 791,046	1.6%	\$ 8,888	\$ 8.9
					Occupancy Income	\$ (570,546)	-1.2%	\$ (6,411)	\$ (6.4)
Total	\$48,840,000	100%	\$ 548,764	\$ 547.6	Total	\$ 48,840,000	100.0%	\$ 548,764	\$ 547.6

REPAYMENT: All Credit Facilities are available on a demand basis only and Meridian may terminate the Credit Facilities at any time. Any prepayment shall be subject to the provisions of Schedule A.

1. Demand Loan (Construction) Interest only on a monthly basis. Interest will be paid from the construction budget up to the budgeted amount, interest amount above the budgeted amount to be funded from Member and or Guarantor resources.

Partial discharges will be provided upon receipt of 100% of the Net Sale Proceeds of each individual unit, including parking space revenue and all other ancillary revenues. Net Sale Proceeds is defined as the sale price of the unit less deposits used in the Project, HST due on closing, applicable sales commissions and reasonable legal fees incurred upon closing.

In the absence of prior demand, Full repayment is to occur within 27 months of initial advance, and in any event by no later than August 31, 2024.

Any extensions are subject to the approval of Meridian.

Funded deposits in excess of \$6,172,000 which are used in the Project to meet approved budgeted costs will cause a similar permanent reduction under the Facility.

2. Letter(s) of Credit Fees are payable annually.

Amounts are automatically renewed annually subject to notice to the beneficiary within 30 days of the expiry date.

Any drawdowns under the Letter of Credit will be converted to direct borrowings under Facility 1. Letter(s) of Credit are to be fully cash secured via receipt of 100% of full net sale proceeds once Facility 1 is retired.

Any payments received by the Lender shall be applied towards repayment of the Loans outstanding under the Credit Facilities (with such repayments to be allocated first to the Construction Loan and then to the Letter of Credit Facility as cash collateral) and any such repayments shall result in a corresponding permanent reduction in the Construction Facility Commitment.

INTEREST RATES:

Interest on the daily principal balance of the Credit Facilities shall be paid monthly in arrears, unless otherwise specified, computed daily, compounded monthly, and accrue at an annual rate equal to:

1. Demand Loan (Construction) Prime Rate plus 2.00% per annum, subject to a minimum all-in floor rate of 4.45% per annum.
2. Letter(s) of Credit Rate(s) to be established if and when drawn.

Meridian's Prime Rate is currently 2.45% per annum.

CREDIT FEES:

- Extension Fee: \$77,500 per three-month extension.
- Arrangement Fee: \$310,000, of which \$50,000 is non-refundable, is payable upon signed acceptance of this Credit Agreement and remaining \$260,000, is payable at the time of first draw and will be taken from the first draw.
- Additional Fees: Covenant Breaches/Late Reporting/Events of Default will each be subject to a minimum fee to be determined by Meridian, per occurrence where such condition has not previously been approved by Meridian in writing.
- Per Lot/Unit Partial Discharge Fee: \$250 per unit or \$1,000 for bulk discharge of 5 units or more.
- Amendment Fee: Amendments to this Credit Agreement, as requested by the Member, will be subject to a minimum fee to be determined by Meridian per request, subject to the complexity and circumstances of each request as mutually agreed upon between the Member and Meridian.
- Annual Renewal Fee: An annual administration fee of \$2,000 is payable within 120 days following each fiscal year end for review of the account.

Draw Fees: \$250 per draw.

Letters of Credit Fee: 1.75% per annum, calculated against the face amount and over the term of each Letter of Credit, subject to a minimum fee of \$250 per Letter of Credit, payable upon issuance. and/or 2.00% per annum if issued by the Royal Bank of Canada on behalf of Meridian, calculated against the face amount and over the term of each Letter of Credit, subject to a minimum fee of \$250 per Letter of Credit, payable upon issuance.

EXPENSES: The Member shall pay all reasonable legal fees and disbursements in respect of this Credit Agreement, the preparation, issuance, amendment, renewal or extension of the Security Documents, the enforcement and preservation of Meridian's rights and remedies, and all reasonable fees and costs relating to appraisals, insurance consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under this Credit Agreement.

SECURITY: The present and future indebtedness and liability of the Member and the Guarantor(s) to Meridian shall be secured by the following security, evidenced by documents in form satisfactory to Meridian (collectively, the 'Security Documents') registered or recorded as required by Meridian in first position (unless specifically noted or consented to otherwise), and provided prior to any advances or availability being made under this Credit Agreement:

- 1) Collateral Mortgage for \$35,000,000 registered in first position in the name of Monde Development Group Inc. on the property and buildings located at 1607 King Street East, Clarington, Ontario. Notwithstanding the face amount of the mortgage being registered as security, the Member acknowledges that Meridian has made no commitment to provide additional funding.
- 2) Assignment of Rents and Leases on the property and buildings located at 1607 King Street East Clarington, Ontario.
- 3) Priorities Agreement between Deposit Insurance Company and Meridian, acceptable to Meridian and its legal counsel, which shall include the following:
 - i. A commitment by the deposit insurer to release purchaser deposits to a minimum of \$6,172,000 to fund Project costs.
 - ii. The postponement, standstill and subordination of all the deposit insurer's security to Meridian's security, including and without limitation, the mortgage/charge in the amount of \$35,000,000 plus any other amounts recoverable thereunder, save and except the deposit insurer's priority security interest in all purchaser's deposit monies held in the designated trust account.
 - iii. The agreement of the deposit insurer that should it be necessary for Meridian to fund in excess of the Credit Facilities provided herein as a result of cost overruns and/or debt servicing or purchaser deposit shortfalls in the Project, then in each case, the insurer postponement and subordination contemplated in paragraph 2 above shall apply to such additional funding by Meridian; and
 - iv. The commitment of the deposit insurer to provide partial discharges of their security on a unit by unit basis, without payment of any kind regardless of default, provided the Net Sales Proceeds of all units are paid to Meridian to provide for repayment of all borrowings, including without limitation, the cash collateralization of all Letters of Credit on a dollar for dollar basis.

- 4) Irrevocable Letter of Direction to confirming that full net sales proceeds of the and, less lot discharge amount as identified will be forwarded to Meridian upon closing.
- 5) Assignment of Condominium voting rights following registration of the Condominium Corporation where applicable.
- 6) Assignment of Commercial broad Form Insurance coverage, indicating Meridian as first loss payee or first mortgagee on the subject property. The fire insurance is to be on a full replacement basis with no cross liability. This coverage must be in place until completion of the project.
- 7) Evidence of Comprehensive General Liability Insurance for a minimum amount as determined by an Insurance Consultant, to be carried by the Member with Meridian shown as Additional Insured.

All insurance policies, including without limitation any renewal/amendments or policies throughout the term of loan, must be approved by Meridian's insurance consultants at the Member's cost.

- 8) An assignment of the Material Project Agreements by the Member in favour of Meridian acknowledged by the counterparties as required by the Meridian.
- 9) Assignment of the Construction Management Agreement made by the Member in favor of the Lender with a form of Construction Manager acknowledgement and consent attached.
- 10) Environmental Undertaking and Indemnity executed by the Member and Guarantors.
- 11) Assignment in favour of the Meridian made by the Member of its rights under the Condominium Sales Agreements, as may be amended, modified or restated from time to time, together with the Purchaser Deposits (subject, in the case of the Purchaser Deposits, to any prior security interest of the deposit insurance company).
- 12) Assignment of the Member's rights and interest, but not obligations, in all construction and other contracts, plans and specification, working drawings, budgets and scheduled for the provision of material equipment and services to the Project.
- 13) Such other documentation as Meridian's legal counsel may require.
- 14) General Security Agreement registered in first position over all of the Member's present and after acquired Personal Property.
- 15) Assignment of Funds on Deposit for cash securing the Letters of Credit.
- 16) Guarantee and Postponement of Claim in favour of Meridian in the Unlimited amount provided by Majid Hamid.
- 17) Joint and several undertaking by the Member and guarantors agreeing to complete the project and fund, from resources outside of the project, all cost overruns in excess of the aggregate costs set out in the project budget approved by Meridian as set out in the Credit Agreement. The Member will not be eligible for further draws until such overruns or deficiencies are funded.

- 18) Indemnity Agreements re: Letters of Credit.
- 19) Subordination and Standstill Agreement (minimum 120 days standstill) with the Mezzanine lender, satisfactory to Meridian and their legal counsel.
- 20) Guarantee and Postponement of Claim in favour of Meridian in the amount of \$3,000,000 provided by Hina Majid with an Independent Legal Advice (ILA) to be afforded.
- 21) Assignment of Funds on Deposit for \$200,000. The same will be required to be taken from first draw and kept on hold in Meridian account for a period of six months. After six months from initial advance, the \$200,000 held on deposit shall be released subject to no increase in budget and satisfactory contingency above 5% of Costs to Complete remaining, and the same to be confirmed by Project Monitor, satisfactory to Meridian.

CONDITIONS: The availability of the Credit Facilities is contingent upon compliance and satisfaction of each of the following conditions and covenants together with those set out in the Security Documentation and Schedule A:

Conditions

Precedent:

Meridian shall have received each of the following:

- 1) Duly executed copy of this Credit Agreement.
- 2) All the Security Documents duly authorized, executed and delivered and registered or recorded as Meridian may require.
- 3) Such financial and other information or documents relating to the Member as Meridian may reasonably require.
- 4) Meridian will have received a policy of title insurance satisfactory to Meridian.
- 5) A current survey prepared by a licensed and qualified surveyor, showing the lots lines and the lot is free from all encroachments, easements and registered restrictions.
- 6) Documents confirming the development / zoning status of the land (status letter from planner or municipality, development status reports from municipal Planning Department, minutes from Municipal Council meetings, Draft Plan of Subdivision, Subdivision Agreement, Condominium Agreement, etc).
- 7) A detailed construction budget and cash flow statement setting out hard and soft costs in form and substance satisfactory to the lender has been received and reviewed against the approved plans and specifications of the Project Monitor (BTY) confirming an overall project budget \$48,840,000
- 8) The Project is to be constructed under a Construction Management Contract with a satisfactory construction manager and fixed price contracts for hard servicing and construction costs. The Project Monitor shall be satisfied in all respects with the project manager, the Construction Management Contract and fixed price contracts in place. A minimum of 70% of the contractual hard costs must be confirmed by signed contracts and/or firm quotes with contractors acceptable to Meridian and the Project Monitor prior to the initial construction advance. Bonding of contractors will be required if recommended by the Project Monitor.

- 9) A current market value appraisal report acceptable to Meridian and prepared by an independent AACI appraiser (Colliers International) located at 1607 King Street East, Clarington, Ontario indicating an "as is" value of not less than \$6,160,000. The Member is responsible for the appraisal report fees.
- 10) Letter of Transmittal from the Appraiser confirming the appraisal report may be relied upon by Meridian.
- 11) A Phase I/II/III (as applicable) – Environmental Site Assessment (ESA) Report for the real property located at 1607 King Street East, Clarington prepared by an external consultant pre-approved by Meridian. The contents and the conclusions of the report must be acceptable to Meridian. The Member is responsible for the payment of all charges relative to the preparation of the report.
- 12) Reliance Letter from the external consultant confirming the ESA report may be relied upon by Meridian.
- 13) A Geotechnical Investigation Report for the real property located at 1607 King Street East, Clarington prepared by an Engineering firm acceptable to Meridian, confirming the suitability of the site for the proposed development.
- 14) Reliance Letter from the external consultant confirming the Geotechnical Investigation Report may be relied upon by Meridian.
- 15) Executed Engagement Letter from the Project Monitor (BTY Group) and preliminary report acceptable to Meridian.
- 16) Tarion Ontario Builder Directory Search confirming current status and history satisfactory to Meridian.
- 17) Receipt and satisfactory review of a commitment from a satisfactory Deposit Insurer permitting the release of deposits to fund project costs, for a minimum of \$6,172,000
- 18) The Project Monitor to confirm a minimum required Member equity in the form of cash and land equity has been injected into the project prior to Meridian's initial construction advance
- 19) Satisfactory Project Monitor verification of the schedule of pre-sales, including purchaser name, current address, unit number of the Unit being acquired, square footage of the Unit, asking price, sale price, deposit status (including location of deposits, amount paid to date and amount and timing of deposits yet to be paid), closing date and any special conditions;
- 20) Project Monitor confirmation that the Member has entered into Firm and Eligible Pre-Sales:
 - providing for aggregate Gross Sale Proceeds of not less than \$43,000,000 and a minimum of 74 units pre-sold (based on total 89 units)
 - Minimum contracted deposits of 15% of the purchase price to be contracted prior to funding (and to be received as per applicable staging as per Agreement to Purchase and sale). MCU acknowledges that there are two units (Unit 309 and 419) which have 10% contracted deposits as per their APS
 - Any one purchaser buying multiple units will be limited to a maximum of two units with a minimum of 25% deposit on each unit, with any exceptions to be dealt with on a case by case basis. MCU acknowledges that there are only three purchasers with two units each (Saqib Chaudhary for units 103 and 610, Jason M. Affleck, for Units 208 and 214, and 2820484 Ontario Ltd (Balwinder Singh) who owns units 201 and 602) with 15% contracted deposits and are an exception with regard to requirement of 25% minimum deposit
 - All pre-sales are made to non-Arm's Length purchasers
 - Purchasers of two or more units or offshore purchasers are permitted with minimum deposits of 25% and 35% respectively, which deposits must be fully paid
 - where the Agreement of Purchase and Sale is no longer in the 10-day rescission period

- At least 70% of purchasers to provide confirmation of mortgage financing or other ability to complete their purchases
 - All eligible sales to be arm's length
- 21) Satisfactory review of the ownership structure of the Project and Member which shall be certified by the Member's legal counsel.
 - 22) Confirmation that property taxes are current through copy of a paid tax receipt or interim billing showing no arrears amount.
 - 23) The Member will open an Operating Account with Meridian and shall maintain its Membership in good standing while any portion of the facility remains outstanding. The Member also agrees that Meridian will provide the Member with all daily business banking for ongoing risk management purposes and all transactions associated with the Project will be conducted through this account.
 - 24) Evidence satisfactory to Meridian that all insurance policies are satisfactory and complies with the Commitment and in respect of which an independent insurance consultant retained by the Lender shall have provided a written report to the Lender confirming the same.
 - 25) Anti-Money Laundering Compliance Documentation to be provided by the Member as follows:
 - a. Client Information Form (the identification of all authorized signatories as outlined on the Directors' Resolution, to a maximum of three must be obtained, including but not limited to any individual who has executed the security on behalf of the Member).
 - b. Certified Copy of the Articles of Incorporation.
 - c. Certified Copy of the Authority to Bind Provisions (execution of contracts section of the general by-law or directors' resolution).
 - d. Current Certificate of Status (Provincial Corporation) or Certificate of Compliance (Federal Corporation).
 - e. Current Certificate of Incumbency listing the Corporation's officers and directors.
 - 26) Confirmation regarding minimum \$2,000,000 insurance in place from ESA and Geotechnical consultant.
 - 27) Satisfactory review of the commitment letter from Marshall Zehr confirming a Mezzanine loan for a minimum of \$3,560,000 and a cost over-run facility for a minimum of \$2,000,000.
 - 28) A copy of review of the Purchase and Sale Agreement for the subject property.
 - 29) Updated Personal Financial Statement for Majid Hamid and Hina Majid, the individual guarantors, with supporting documentation confirming asset and liability values and verifying income.

Disbursement Conditions: Funds under the Credit Facilities shall only be disbursed upon satisfaction of each of the following conditions:

- 1) Copy of Demolition/ Excavation/ Building permit as applicable and satisfactory to Project Monitor.
- 2) Initial Advance of Facilities #1 and to occur no later than May 31st, 2022.

Mezzanine loan to be funded in full before Meridian's first advance.

In the event that the first advance of funds is not made for any reason whatsoever on or before that date, at the option of Meridian, its obligations under this Commitment shall

cease and it shall be released of any present or further obligations. Notwithstanding the foregoing, the Member and Guarantor shall remain liable for any outstanding fees and costs as set out herein. Any extension in first drawdown date will be subject to Meridian's approval and will require an extension fee of 25 bps for every three-month extension.

- 3) \$200,000 from the first draw to be held at Meridian for a minimum period of six months from the date of initial advance.
- 4) The Member will provide monthly draw requests confirming costs in place and costs to complete supported by a satisfactory report from the Project Monitor containing:
 - A detailed construction budget and cash flow statement setting out hard and soft costs in place and confirming all work form and substance satisfactory to Meridian has been received and reviewed against the approved plans and specifications confirmed by a Project monitor and that the project can be completed within the construction schedule.
 - Verification of the reputation, qualification and capabilities of all major trades and containing its recommendation with respect to the requirement for any Performance and Payment Bonds for major trades and suppliers (and where same have been required by Meridian, confirming the same are in form and content acceptable to the Project Monitor);
 - Confirmation that 70% of Hard Costs budget has been committed on the date of the first Advance;
 - Confirmation of the amount of Costs-in-Place including Land Value, Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and identifying whether such costs have been incurred in accordance with the Project Budget or are Cost Overruns;
 - Confirmation of Cost-to-Complete and Holdbacks;
 - Confirmation that the Project Equity is no less than \$6,375,000 the "Minimum Required Equity";
 - Confirmation that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Cost overrun facility and/or Member and/or Guarantor from their own cash resources derived from outside the Project;
 - Confirmation that the Member has made all required Holdbacks with respect to the Construction completed to date in compliance with the Construction Act;
 - Review all paid invoices, cheque runs and/or cancelled cheques in excess of \$100,000 to ensure that the funds from prior advances of the Loan are being utilized only in the Project; and,
 - Estimated major milestone dates including substantial completion date, occupancy and closings
- 5) Each draw request shall also be supported by:
 - Contractor's progress claims with a breakdown of sub-trade accounts and statutory declarations confirming that all sub-trades are in current standing.
 - WSIB certificates.
 - Draws for soft costs are to be certified by the Project Monitor, with the report indicating costs to date and costs to complete, with funds withheld to cover any unpaid future soft costs.
 - Aged Accounts Payable listings.
 - Other documentation as requested from time to time by Meridian

- 6) A 60 day holdback of 10% of the dollar value of services and / or materials supplied, as certified within the progress / draw certificate, will be withheld from each advance until substantial performance has been declared and the lien period has expired as confirmed by Meridian's Solicitor.
- 7) Meridian will supply such information to lien claimants as may be required under the applicable Construction Lien legislation.
- 8) Meridian is not obligated to make loan advances if there is any construction lien registered against the property or if written Notice of a Construction Lien is received by Meridian.
- 9) Accumulated advances under the loan are not at any time to exceed the total cost of work in place, including hard and soft costs, as certified within the progress / draw certificate, less required equity, purchaser deposits and holdbacks, all in accordance with the Construction Act of Ontario.
- 10) Meridian's Solicitor is to sub search title at the time of each draw at the expense of the Member, and there shall be no liens or encumbrances prior to Meridian's security or subsequent thereto unless Meridian has given its prior approval.
- 11) If at any time pending or during disbursement of Facility #1, the undrawn loan balance shall not be sufficient to complete the Project in accordance with the approved plans and specifications and pay for all costs thereof, the Member shall immediately inject cash equity into the Project equal to the deficiency prior to any further loan draw being permitted.
- 12) Disbursement is subject to inspection of the Project by a representative of Meridian.
- 13) Facility #1 shall not exceed the lesser of:
 - A. \$31,000,000 [the authorized loan limit] or
 - B. The aggregate of
 - 100% of costs in place, as confirmed by the Project Monitor
 - Less:
 - i) Member equity in the minimum amount of \$2,100,000 and land lift of \$4,275,000
 - ii) Deposits received and utilized within the Project
 - iii) Priority payables / Holdbacks
 - iv) Mezzanine loan of \$3,560,000
- 14) A contingency equal to 5% of Cost to Complete is to be maintained in the budget at all times. In case the contingency level falls below 5% of Costs to Complete, Member will have to inject Cash equity or use the Cost Overrun facility from Mezz lender (MarshallZehr) to replenish the same.
- 15) Confirmation of RSC being filed within 180 days of first advance of Meridian construction loan.

Facility All Trx(s)

- 1) Meridian's Solicitor is to sub search title at the time of issuance of any new LC, at the expense of the Member, and there shall be no liens or encumbrances prior to Meridian's security or subsequent thereto unless Meridian has given its prior approval.
- 2) Request from Municipal authority/Utility company with regard to the purpose of LC issuance.

Reporting Covenants - The Member shall provide Meridian with each of the following:

Description	Frequency	Timing of Receipt (days)
1. Confirmation property taxes are current through copy of a paid tax receipt or interim billing showing no arrears.	Annual	120
2. Updated Personal Financial Statements for the individual guarantors, as requested, with supporting documentation confirming asset and liability values and verifying income.	As Requested by Meridian	120
3. Financial Statements as at the Member's fiscal year end, prepared by a Chartered Professional Accountant on a Notice to Reader basis.	Annual	120
4. Confirmation of valid insurance coverage as stipulated under Security through copy of certificate of renewal.	Annual	120
5. Any new sale agreement entered into along with an updated sales report.	Monthly	30

Positive Covenants - The Member and the Guarantors will:

1. Provide Meridian to have the right to erect financing signs at the site
2. Allow Meridian to have the right to provide on-site mortgage financing offer to prospective purchasers.
3. Instruct their legal counsel to hold purchaser deposits with Meridian.
4. Promptly notify Meridian of any material issues impacting the secured properties.
5. Ensure that Meridian, or its agents, have full access to the Project as required to monitor construction progress.
6. Ensure that any Construction Liens or other actions registered against the property are cleared from title immediately from their own resources.
7. Open a separate Project account at Meridian into which all loan advances, receipts, revenues and/or expenses / disbursements related to the Project will be placed while any level of financing for the Project remains in place with Meridian.
8. Additionally, See Schedule "A" Credit Covenants (a).

Negative Covenants - The Member and the Guarantors shall not, without the prior written consent of Meridian:

1. Sell or transfer the Project herein secured or any change in ownership of the Member.
2. Withdraw equity or profit from the Project
3. Make revisions which in aggregate exceed 50% of the budgeted contingency within the originally approved construction budget, or changes in the plans and specifications of the Project.
4. Create, incur, assume or permit the existence of any other financing or liens related to the project.
5. Additionally, See Schedule "A" Credit Covenants (b).

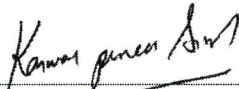
EVENTS OF DEFAULT

See Schedule A.

Kindly indicate your acceptance of this Credit Agreement by signing and returning to us the enclosed duplicate of this letter by no later than March 4, 2022 at which point this letter and all agreements contained herein shall become null and void.

Yours truly,

MERIDIAN CREDIT UNION LIMITED



Kanwar Singh
Director, Real Estate Commercial Service



Chris Green
Director, Team Lead Real Estate

Will the above Credit Facilities be used on behalf of or by a third party? No ☐ Yes ☒
(if Yes has been checked please ensure that a New Product Form – Business is completed)

ACKNOWLEDGEMENT:

The arrangements set out above are hereby acknowledged and accepted by:

Monde Development Group Inc.

 Majid Hamid - CEO Feb 17, 2022
Signature of Authorized Officer (I have the authority to bind the Corporation) Name/Title Date

 Majid Hamid CEO Feb 17, 2022
Signature of Authorized Officer (I have the authority to bind the Corporation) Name/Title Date

GUARANTORS

Each of the Guarantors hereby acknowledges and confirms that it understands all the terms & conditions contained therein with respect to its respective Guarantee and Postponement of Claim:

Hina Majid

 Feb. 17th 2022
Hina Majid Date
Guarantor Signature

Majid Hamid

 Feb 17, 2022
Majid Hamid Date
Guarantor Signature

Business Banking Centre – Greater Toronto Area (GTA)
 50 Ronson Drive Unit 155
 Toronto, ON
 M9W 1B3
 MeridianCU.ca



November 12, 2024

Monde Development Group Inc.
 302 Pinehurst Drive
 Oakville, Ontario
 L6J 4X3

Attention Majid Hamid:

**Re: Amended and
 Restated Credit
 Agreement**

On the basis of the financial and other information provided to us, Meridian Credit Union Limited ("**Meridian**") has authorized the following credit facilities ("**Credit Facilities**") on the terms and conditions set out below.

This amended and restated credit agreement ("**Credit Agreement**") and the other Financing Documents constitute the entire agreement between you and us pertaining to the credit facilities and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, whether written or oral. This Credit Agreement may not be amended except by an agreement in writing that makes express reference to this agreement and is signed by you and us. The parties hereto acknowledge and agree that this Credit Agreement continues, without novation, restates and consolidates the credit agreement dated February 13, 2022, as amended prior to the date hereof (the "**Existing Credit Agreement**"), and reflects the entire agreement as currently constituted between the parties hereto with respect to the arrangements, terms and conditions pursuant to and upon which Meridian shall provide the Credit Facilities, and that the Existing Credit Agreement remains in full force and effect without novation as between the parties thereto for that period of time ending on the day prior to the effective date of this Credit Agreement and all the parties to the Existing Credit Agreement retain all rights as between themselves thereunder with respect to that period of time prior to the effective date of this Credit Agreement and the rights and obligations of the parties hereto under this Credit Agreement commence as of the date of this Credit Agreement.

The attached Schedule A is an integral part of this Credit Agreement. Capitalized terms used and not otherwise defined shall have the meanings set out in Schedule A.

BORROWER: Monde Development Group Inc. ("**Member**")

GUARANTORS: Majid Hamid ("**Individual Guarantor**")
 Hina Majid ("**Individual Guarantor**")

(Individual Guarantors, each a Guarantor and collectively, the "**Guarantors**")

CREDIT FACILITIES AND AUTHORIZED AMOUNTS:	1. Demand Loan (Construction)	To a maximum of	\$31,000,000
--	----------------------------------	-----------------	--------------

- | | | | |
|----|--|-----------------|-------------|
| 2. | Letters of Credit | To a maximum of | \$475,778 |
| 3. | Meridian Visa
Business Cash Back
Plus Card | To a maximum of | \$100,000 |
| 4. | Bridge Loan | To a maximum of | \$3,600,000 |

- PURPOSE:**
- | | | |
|----|--|---|
| 1. | Demand Loan
(Construction) | To finance the construction of a 6-storey, 89-unit condominium development located at 1607 King Street East, Clarington, Ontario (the "Project"). |
| 2. | Letters of Credit | To provide Letters of Credit to Governmental Authorities or for other obligations of the Borrower relating to the Construction as provided for in the Project Budget. |
| 3. | Meridian Visa
Business Cash Back
Plus Card | As set forth in the Meridian Business Visa Credit Card Agreement. |
| 4. | Bridge Loan | To partially fund the cost overrun on the Project as indicated in the Project Monitoring Claim Report No. 27 prepared by BTY Group dated September 27, 2024. |

SOURCES			USES		
	Amount	%		Amount	%
Construction Loan	31,000,000	57.1%	Land	5,710,000	10.5%
Bridge Loan	3,600,000	6.6%	Hard Costs	33,911,270	62.5%
Cash Equity	3,495,935	6.4%	Soft Costs - Development	1,074,540	2.0%
Land Lift	4,275,000	7.9%	Soft Costs - Consultants	1,636,923	3.0%
Purchaser Deposits	6,172,000	11.4%	Soft Costs - Government Charges	4,192,102	7.7%
Deferred Costs	1,733,000	3.2%	Finance	5,548,960	10.2%
Mezz Loan - Construction	3,560,000	6.6%	Marketing	2,717,914	5.0%
Mezz Loan - Overrun	435,885	0.8%	Contingency	230,111	0.4%
			Occupancy Income	(750,000)	-1.4%
TOTAL	54,271,820	100.0%	TOTAL	54,271,820	100.0%

REPAYMENT: All Credit Facilities are available on a demand basis only and Meridian may terminate the Credit Facilities at any time. Any prepayment shall be subject to the provisions of Schedule A

- | | | |
|----|-------------------------------|---|
| 1. | Demand Loan
(Construction) | Interest only on a monthly basis. Interest will be paid from the construction budget up to the budgeted amount. Interest due above the budgeted amount will be funded from Member and/or Guarantor resources. |
| | | Provided the Member is not in default, partial discharges will be provided upon receipt of 100% of the Net Sale Proceeds of each individual unit. |

Net Sale Proceeds is defined as the sale price of the unit, including premiums, upgrades and parking space revenue and all other ancillary revenues, less deposits used in the Project, HST due on closing, applicable sales commissions and reasonable legal fees incurred upon closing.

The Net Sales Proceeds will be applied in order as follows:

- (a) As a permanent reduction of the balance outstanding on Credit Facility # 1 until the facility is fully repaid;
- (b) As a permanent reduction of the balance outstanding on Credit Facility # 4 until the facility is fully repaid;
- (c) Pledged as cash security for any and all Letters of Credit issued on behalf of the Member and the Meridian Visa Business Cash Back Plus Card, until such time that all outstanding Letters of Credit and VISA are fully cash-secured; commencing only after the Demand Loan (Construction) and Bridge Loan are fully repaid.

In the absence of prior demand by Meridian, full repayment is to occur by no later than April 30, 2025.

Any further extensions are subject to the approval of Meridian.

2. Letters of Credit Fees are payable annually.

Amounts are automatically renewed annually subject to notice to the beneficiary within 30 days of the expiry date.

Any drawdowns under the Letter of Credit will be converted to direct borrowings under Credit Facility # 1.

Letter(s) of Credit are to be fully cash secured via receipt of 100% of full net sale proceeds once Facility # 1 and # 4 are retired.
3. Meridian Visa As set forth in the Meridian Business Visa Card
Business Cash Back Agreement.
Plus Card

The VISA facility is to be fully cash secured via receipt of 100% of full net sale proceeds once Facility # 1, # 2 and # 4 are retired and / or cash secured.

4. Bridge Loan

Interest only on a monthly basis. Interest will be paid from the construction budget up to the budgeted amount. Interest due above the budgeted amount will be funded from Member and/or Guarantor resources.

Provided the Member is not in default, partial discharges will be provided upon receipt of 100% of Net Sale Proceeds, which shall be applied in the order of payment priority as described under Repayment for Credit Facility #1 of this Credit Agreement.

Receipt of any deposits in excess of \$6,172,000 will result in a permanent reduction of the authorized amount of the Facility.

In the absence of prior demand by Meridian, full repayment is to occur by no later than April 30, 2025. Any extensions are subject to the approval of Meridian.

INTEREST RATES:

Interest on the daily principal balance of the Credit Facilities shall be paid monthly in arrears, unless otherwise specified, computed daily, compounded monthly, and accrue at an annual rate equal to:

1. Demand Loan (Construction)

Prime Rate plus 2.00% per annum, subject to a minimum all-in floor rate of 6.45% per annum.
2. Letters of Credit

Rate(s) to be established if and when drawn, subject to a minimum rate of Prime Rate plus 2.00% per annum.
3. Meridian Visa Business Cash Back Plus Card

As set forth in the Meridian Business Visa Credit Card Agreement and the Visa Business Card Fee and Rate Agreement
4. Bridge Loan

Prime Rate plus 8.00% per annum, subject to a minimum all-in floor rate of 13.95% per annum.

Meridian's current Prime Rate is 5.95% per annum.

CREDIT FEES:

Amendment Fee:

\$400,000 is payable and earned upon signed acceptance of this Credit Agreement.

Any further extensions will be subject to a minimum fee of 25 bps per three month extension of the Credit Facilities and Authorized Amounts stipulated in this Credit Agreement.

Annual Review Fee:

An annual administration fee of \$2,000 is payable within 120 days following each fiscal year end for review of the account.

Letters of Credit Fee:	1.75% per annum, calculated against the face amount and over the term of each Letter of Credit, subject to a minimum fee of \$250 per Letter of Credit, payable upon issuance, and 2.00% per annum if issued by the Royal Bank of Canada on behalf of Meridian, calculated against the face amount and over the term of each Letter of Credit, subject to a minimum fee of \$250 per Letter of Credit, payable upon issuance.
Draw Fees:	\$250 per draw.
Per Lot/Unit Partial Discharge Fee:	\$250 per unit or \$1,000 for bulk discharge of 5 units or more.
Additional Fees:	Covenant Breaches/Late Reporting/Events of Default will each be subject to a minimum fee to be determined by Meridian, per occurrence where such condition has not previously been approved by Meridian in writing.

EXPENSES: The Member shall pay all reasonable legal fees and disbursements in respect of this Credit Agreement, the preparation, issuance, amendment, renewal or extension of the Security Documents, the enforcement and preservation of Meridian's rights and remedies, and all reasonable fees and costs relating to appraisals, insurance consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under this Credit Agreement

SECURITY: The present and future indebtedness and liability of the Member and the Guarantors to Meridian shall be secured by the following security, evidenced by documents in form satisfactory to Meridian (collectively, the '**Security Documents**') registered or recorded as required by Meridian in first position (unless specifically noted or consented to otherwise), and provided prior to any advances or availability being made under this Credit Agreement:

- 1) General Security Agreement registered in first position over all of the Member's present and after acquired Personal Property.
- 2) Collateral Mortgage for \$36,000,000 registered in first position in the name of Monde Development Group Inc. on the property and buildings located at 1607 King Street East, Clarington, Ontario.

Notwithstanding the face amount of the mortgage being registered as security, the Member acknowledges that Meridian has made no commitment to provide additional funding.

- 3) Assignment of Rents and Leases on the property and buildings located at 1607 King Street East Clarington, Ontario.

- 4) Priorities Agreement between Deposit Insurance Company and Meridian, acceptable to Meridian and its legal counsel, which shall include the following:
 - A commitment by the deposit insurer to release purchaser deposits to a minimum of \$6,172,000 to fund Project costs.
 - The postponement, standstill and subordination of all the deposit insurer's security to Meridian's security, including and without limitation, the mortgage/charge in the amount of \$36,000,000 plus any other amounts recoverable thereunder, save and except the deposit insurer's priority security interest in all purchaser's deposit monies held in the designated trust account.
 - The agreement of the deposit insurer that, should it be necessary for Meridian to fund in excess of the Credit Facilities provided herein as a result of cost overruns and/or debt servicing or purchaser deposit shortfalls in the Project, then in each case, the insurer postponement and subordination contemplated in paragraph 2 above shall apply to such additional funding by Meridian; and
 - The commitment of the deposit insurer to provide partial discharges of their security on a unit by unit basis, without payment of any kind regardless of default, provided the Net Sales Proceeds of all units are paid to Meridian to provide for repayment of all borrowings, including without limitation, the cash collateralization of all Letters of Credit and Business Visa on a dollar for dollar basis.
- 5) Subordination and Standstill Agreement with the Mezzanine lender with a minimum 120-day standstill period, satisfactory to Meridian and their legal counsel.
- 6) Assignment of Condominium voting rights following registration of the Condominium Corporation where applicable.
- 7) Assignment of Commercial Broad Form Insurance coverage, indicating Meridian as first loss payee or first mortgagee on the subject property. The fire insurance is to be on a full replacement basis with no cross liability. This coverage must be in place until completion of the Project.
- 8) Evidence of Comprehensive General Liability Insurance for a minimum amount as determined by an Insurance Consultant, to be carried by the Member with Meridian shown as Additional Insured. All insurance policies, including without limitation any renewal/amendments or policies throughout the term of loan, must be approved by Meridian's insurance consultants at the Member's cost.
- 9) Assignment of Builders All Risk and Wrap Up Liability Insurance for a minimum of with Meridian listed as 1st loss payee/ 1st mortgagee.
- 10) An assignment of the Material Project Agreements by the Member in favour of Meridian acknowledged by the counterparties as required by the Meridian.

- 11) Assignment of the Construction Management Agreement made by the Borrower in favor of the Lender with a form of Construction Manager acknowledgement and consent attached.
- 12) Environmental Undertaking and Indemnity executed by the Member and Guarantors.
- 13) Assignment in favour of the Meridian made by the Member of its rights under the Condominium Sales Agreements, as may be amended, modified or restated from time to time, together with the Purchaser Deposits (subject, in the case of the Purchaser Deposits, to any prior security interest of the deposit insurance company).
- 14) Assignment of the Member's rights and interest, but not obligations, in all construction and other contracts, plans and specification, working drawings, budgets and scheduled for the provision of material equipment and services to the Project.
- 15) Joint and several undertaking by the Borrower and Guarantors agreeing to complete the Project and fund, from resources outside of the Project, all cost overruns in excess of the aggregate costs set out in the project budget approved by Meridian as set out in the Credit Agreement. The Member will not be eligible for further draws until such overruns or deficiencies are funded.
- 16) Irrevocable Letter of Direction to confirming that full Net Sales Proceeds of the Project will be forwarded to Meridian upon closing.
- 17) Guarantee and Postponement of Claim in favour of Meridian in an unlimited amount provided by Majid Hamid.
- 18) Guarantee and Postponement of Claim in favour of Meridian in the amount of \$3,000,000 provided by Hina Majid with Independent Legal Advice to be afforded.
- 19) Indemnity Agreements re: Letters of Credit.
- 20) Assignment of Funds on Deposit for cash securing the Letters of Credit and Meridian Visa.
- 21) Assignment of the Development Charge Grant under the Courtice Main Street Community Improvement Plan and the demolition credits from the Region, if legally permissible.
- 22) Such other documentation as Meridian's legal counsel may require.

CONDITIONS: The availability of the Credit Facilities is contingent upon compliance and satisfaction of each of the following conditions and covenants together with those set out in the Security Documentation and Schedule A:

Conditions
Precedent:

Meridian shall have received each of the following:

- 1) Duly executed copy of this Credit Agreement.
- 2) All the Security Documents duly authorized, executed and delivered and registered or recorded as Meridian may require.
- 3) Such financial and other information or documents relating to the Member as Meridian may reasonably require.
- 4) Payment of Amendment Fees totalling \$400,000.
- 5) The Credit Agreement governing the credit facilities established by MarshallZehr Group Inc. shall be amended to extend the maturity date to at least May 1, 2025, and such amending agreement shall otherwise be in form and substance satisfactory to Meridian in its sole discretion.
- 6) Meridian's Solicitor is to confirm that no changes are required to the existing Priority Agreement with the Deposit Insurer. If this is not the case, an updated agreement is required to the satisfaction of Meridian.
- 7) Meridian's Solicitor is to confirm that the Collateral Mortgage has been increased to \$36,000,000.
- 8) A revised Subordination and Standstill Agreement with the Mezzanine Lender, MarshallZehr Group Inc., is in place, satisfactory to Meridian and their legal counsel.
- 9) Evidence satisfactory to Meridian that all insurance policies are satisfactory and comply with the Credit Agreement and in respect of which, an independent insurance consultant retained by Meridian shall provide a written report confirming the same at the Member's cost.

Disbursement
Conditions:

Funds under the Credit Facilities shall only be disbursed upon satisfaction of each of the following conditions:

Facility #1 and Facility #4:

- 1) Initial Advance under Facility # 4 is to occur by no later than December 1, 2024.

In the event that the first advance of funds is not made for any reason whatsoever on or before that date, at the option of Meridian, its obligations under this commitment shall cease and it shall be released of any present or further obligations. Notwithstanding the foregoing, the Member and Guarantors shall remain liable for any outstanding fees and costs as set out herein.

- 2) The Member will provide monthly draw requests confirming costs in place and costs to complete supported by a satisfactory report from the Project Monitor containing:
- A detailed construction budget and cash flow statement setting out hard and soft costs in place and confirming all work completed in form and substance satisfactory to Meridian has been received and reviewed against the approved plans and specifications confirmed by a Project Monitor and that the Project can be completed within the construction schedule;
 - Verification of the reputation, qualification and capabilities of all major trades and containing its recommendation with respect to the requirement for any Performance and Payment Bonds for major trades and suppliers (and where same have been required by Meridian, confirming the same are in form and content acceptable to the Project Monitor);
 - Confirmation of the amount of costs in place including Land Value, Hard Costs and Soft Costs incurred on the Project to date on a line-by-line basis and identifying whether such costs have been incurred in accordance with the Project Budget or are Cost Overruns;
 - Confirmation of Cost-to-Complete and Holdbacks;
 - Confirmation that the Project Equity is no less than \$7,570,935 including the land lift (the "Minimum Required Equity"), with additional equity injection(s) of \$200,000 by no later than December 31, 2024;
 - Confirmation that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Borrower and/or Guarantors from their own cash resources derived from outside the Project, unless specifically accepted by Meridian to be covered by the Bridge Loan;
 - Confirmation that the Borrower has made all required Holdbacks with respect to the Construction completed to date in compliance with the Construction Act;
 - Review all paid invoices, cheque runs and/or cancelled cheques in excess of \$100,000 to ensure that the funds from prior advances of the Credit Facilities have been utilized only in the Project; and
 - Estimated major milestone dates including substantial completion date, occupancy and closings.
- 3) The Member shall ensure that the Project contingency is at least 5% of the cost-to-complete at any given time. In the event the contingency falls below the 5% threshold, the Member and/or Guarantor will inject additional cash equity to meet this condition prior to further advance under any Credit Facility.

- 4) Each progress / draw request shall also be supported by:
- Contractor's progress claims with a breakdown of sub-trade accounts and statutory declarations confirming that all sub-trades are in current standing;
 - WSIB certificates;
 - Draws for soft costs are to be certified by the Project Monitor, with the report indicating costs to date and costs to complete, with funds withheld to cover any unpaid future soft costs;
 - Aged Accounts Payable listings; and
 - Other documentation as requested from time to time by Meridian.
- 5) A 60 day holdback of 10% of the dollar value of services and / or materials supplied, as certified within the progress / draw certificate, will be withheld from each advance until substantial performance has been declared and the lien period has expired as confirmed by Meridian's Solicitor.
- 6) Meridian will supply such information to lien claimants as may be required under the applicable Construction Lien legislation.
- 7) Meridian is not obligated to make loan advances if there is any construction lien registered against the property or if written Notice of a Construction Lien is received by Meridian.
- 8) If at any time pending or during disbursement of the Credit Facilities, the undrawn loan balances are not sufficient to complete the Project in accordance with the approved plans and specifications and pay for all costs thereof, the Member shall immediately inject cash equity into the Project equal to the deficiency prior to any further loan draws being permitted.
- 9) Accumulated advances under the Credit Facilities are not at any time to exceed the total cost of work in place, including hard and soft costs, as certified within the progress / draw certificate, less required equity, purchaser deposits and holdbacks, all in accordance with the Construction Act of Ontario.
- 10) Meridian's Solicitor is to sub search title at the time of each draw at the expense of the Member, and there shall be no liens or encumbrances prior to Meridian's security or subsequent thereto unless Meridian has given its prior approval.
- 11) Notwithstanding the demand nature of the Credit Facilities, ongoing availability of the facilities is at all times subject to Meridian being satisfied in its sole and unfettered discretion with market and economic conditions and the overall feasibility of the Project. Meridian reserves the right to decline or postpone any Loan Advance and/or invoke its right to demand any outstanding balance if there is a deterioration in market, economic, or Project conditions.
- 12) Disbursement is subject to inspection of the Project by a representative of Meridian.

13) Combined advances under Credit Facilities # 1 and # 4 shall not exceed the lesser of:

A. \$34,600,000 or

B. The aggregate of;

100% of costs in place, as confirmed by the Project Monitor;

Less:

i) Member's equity of \$7,570,935*;

ii) Deposits received and utilized within the Project;

iii) Priority payables / Holdbacks; and

iv) Mezzanine loan of \$3,995,885.

* The Member is required to increase their cash equity by \$200,000 by no later than December 31, 2024.

14) Funds will be advanced under Credit Facility # 4 prior to any further funding under Credit Facility # 1.

Reporting Covenants - The Member shall provide Meridian with each of the following:

Description	Frequency	Timing of Receipt (days)
1. Financial Statements as at the Member's fiscal year end, prepared by a Chartered Professional Accountant on a Compilation Engagement basis.	Annual	120
2. Confirmation property taxes are current through copy of a paid tax receipt or interim billing showing no arrears.	Annual	120
3. Confirmation of valid insurance coverage as stipulated under Security through copy of certificate of renewal.	Annual	
4. Updated Personal Financial Statements for the Individual Guarantors, with supporting documentation confirming asset and liability values and verifying income.	As Requested by Meridian	
5. Any new sale agreement entered into along with an updated sales report.	Monthly	30
6. Provide Project Monitor reports, whether or not there is a draw request.	Monthly	10

Positive Covenants - The Member (and the Guarantors) will:

1. Inject additional cash equity totalling \$200,000 by December 31, 2024.
2. Promptly notify Meridian of any material issues impacting the Project.
3. Provide Meridian to have the right to erect financing signs at the site.
4. Instruct their legal counsel to hold purchaser deposits with Meridian.
5. Ensure that Meridian, or its agents, have full access to the Project as required to monitor construction progress.
6. Ensure that any Construction Liens or other actions registered against the property are cleared from title immediately from their own resources
7. Ensure that all H.S.T. remittances are made as required.
8. Provide Meridian of any cancellation of Agreement of Purchase and Sale(s) along with supporting documentation within five (5) days of notice.
9. Maintain a separate Project account at Meridian into which all loan advances, receipts, revenues and/or expenses / disbursements related to the Project will be placed while any level of financing for the Project remains in place with Meridian.
10. Additionally, see Schedule "A" Credit Covenants (a).

Negative Covenants - The Member [and the Guarantor] shall not, without the prior written consent of Meridian:

1. Sell or transfer the Project herein secured or any change in ownership of the Member.
2. Withdraw equity or profit from the Project.
3. Make any payments to MarshallZehr Group Inc. till the Meridian Credit Facilities are repaid and/or fully cash secured.
4. Enter into or amend any Agreement of Purchase and Sale, including a reduction in the sales price, amending the deposit terms or offer to or agree to make or provide any upgrades.
5. Make revisions which in aggregate exceed 50% of the budgeted contingency within the originally approved construction budget, or changes in the plans and specifications of the Project.

6. Create, incur, assume or permit the existence of any other financing or liens related to the Project.
7. Additionally, see Schedule "A" Credit Covenants (b).

EVENTS OF DEFAULT

See Schedule A.

Kindly indicate your acceptance of this Credit Agreement by signing and returning to us the enclosed duplicate of this letter by no later than November 22, 2024 at which point this letter and all agreements contained herein shall become null and void.

Yours truly,

MERIDIAN CREDIT UNION LIMITED

Deepak Gupta
Senior Relationship Manager, Business Banking



Kanwar Puneet Singh
Director & Team Lead

Will the above Credit Facilities be used on behalf of or by a third party? No ☒ Yes ☐
(if Yes has been checked please ensure that a New Product Form – Business is completed)

ACKNOWLEDGEMENT:

The arrangements set out above are hereby acknowledged and accepted by:

Monde Development Group Inc.



Signature of Authorized Officer
(I have the authority to bind the Corporation)

Majid Hamid CEO 12, Nov 2024

Name/Title

Date

Signature of Authorized Officer
(I have the authority to bind the Corporation)

Name/Title

Date

GUARANTORS

Each of the Guarantors hereby acknowledges and confirms that it understands all the terms & conditions contained therein with respect to its respective Guarantee and Postponement of Claim:

Majid Hamid



Guarantor Signature

12 Nov 2024

Date

Hina Majid



Guarantor Signature

12 November 2024

Date

SCHEDULE "A" TO CREDIT AGREEMENT

The Credit Facilities as described in the Credit Agreement shall be governed by the following terms and conditions:

Definitions

For the purpose of the Credit Agreement, the following terms shall have the meanings indicated below:

"Acceptable Inventory" means the lower of cost or net realizable value, as determined by Meridian from a review of the most recent financial statements and inventory declaration provided by the Member, of all materials owned by the Member for resale or for production of goods for resale, as defined by GAAP, over which the security constituted by the Security Documents shall rank as a valid first mortgage, first ranking transfer or first security interest and which is not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the security constituted by the Security Documents including, without limitation, rights of unpaid suppliers under the *Bankruptcy and Insolvency Act* (Canada) to repossess inventory within thirty (30) days after delivery.

"Acceptable Receivables" means the aggregate of accounts receivable of the Member, as defined by GAAP, and as determined by the most recent financial statements and/or aged list of accounts receivable of the Member, over which the security constituted by the Security Documents shall rank as a valid first assignment or first security interest, from customers approved by Meridian.

"Business Day" means a day upon which Meridian is open for business.

"COF Rate" means the fixed annual rate of interest established and recorded as such by Meridian from time to time as being the aggregate cost of the requested funds on an annual fixed rate basis for a period of 30, 60, 90, or 180 days or 1, 2, 3, 4, 5 or greater than 5 years, as selected by the Member (but maturing not later than the final date for payment of the subject Loan, in any event), including dealer commissions and such reserves as are applicable.

"Credit Agreement" means the letter from Meridian to the Member to which this Schedule is attached, together with this Schedule, and includes all amendments and replacements thereof.

"Environmental Disclosure Reports" means any and all reports, assessments, studies and tests with regard to any Hazardous Substances that have been Released, discharged or disposed of on, in, under or adjacent to the Property, including, without limitation, sample data and historical use reviews relating to the environmental condition of the Property and properties adjacent thereto.

"Environmental Laws" means any and all federal, provincial, municipal, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, licenses, agreements or other governmental restrictions having the force of law and any amendments thereto relating to the environment, land use, occupational health and safety, health protection or environmental conditions relating to Hazardous Substance.

"Financing Documents" means the present Credit Agreement, the Visa Business Card Agreement, the Visa Business Card Fee and Rate Agreement, the Security Documents and all other documents, instruments, certificates and contracts that the Member or an officer of the Member [or a Guarantor or an officer of a Guarantor] has signed and delivered in accordance herewith, directly or indirectly, or which are mentioned or contemplated in these presents or in such documents, instruments, certificates or contracts.

"GAAP" means, generally accepted accounting principles in effect in Canada from time to time applied consistently, including the International Financial Reporting Standards.

"Government Authority" means any government legislature, regulatory authority, agency, commission, board or court or other law, regulation or rule making entity having or purporting to have jurisdiction on behalf of any nation, state, country or other subdivision.

"Hazardous Substance(s)" means any pollutant or contaminant or hazardous, dangerous, regulated or toxic chemical, material or substance in such form and amount as is defined as "hazardous", "toxic" or "dangerous" within the meaning of any Environmental Laws and any amendments thereto, relating to or imposing liability or standards of conduct concerning any such hazardous, toxic substances and vapors, radioactive substances, liquid or industrial waste, Release, pollutants or dangerous waste, including without limitation, any substance or material that is actually, or allegedly to be, harmful to human life, animal life, or vegetation or any other portion of the environment.

"Legal Requirement" means all laws, statutes, codes, ordinances, orders, awards, judgments, decrees, injunctions, rules, regulations, authorizations, consents, approvals, orders, permits, franchises, licenses, directions and requirements of any Governmental Authority.

"Loan Confirmation Letter" means a letter issued by Meridian to confirm the particulars of a given loan, including, *inter alia*, the interest rate and monthly payment obligations.

"Personal Property" has the meaning given to that term in the Personal Property Security Act (Ontario) and includes chattel paper, documents of title, goods, instruments, intangibles, money, investment property and fixtures but does not include building materials that have been affixed to real property.

"Potential Preferred Claims" means, at any time and from time to time, all claims secured by a lien created by or arising under statute or regulation or arising under common law without the explicit consent of the obligor, which rank or are capable of ranking prior to or *pari passu* with the security constituted by the Security Documents against all or any part of property and assets secured thereby, whether then existing or, in Meridian's sole judgment, likely to arise including, without limitation, claims on amount of unremitted source deductions, income tax, goods and services tax, sales tax, workers compensation premiums, director liabilities and such other claims given priority to the claims of secured creditors or excluded from the property of a bankrupt divisible among creditors under the *Bankruptcy and Insolvency Act* (Canada).

"Prime Rate" means the floating annual rate of interest established and recorded as such by Meridian from time to time as a reference rate for purposes of determining rates of interest it will charge on loans denominated in Canadian dollars.

"Property" for the purpose of this Schedule "A" means any and all real properties secured by a registered charge/mortgage of land in favour of Meridian.

"Release(d)" means discharge, spray, inject, deposit, spill, leak, seep, pour, emit, empty, dispose, dump, escape, leach, disperse, migrate or exhaust into the environment, and when used as a noun (as applicable) has a similar meaning.

"US Base Rate" means the annual rate of interest established and recorded as such by Meridian from time to time as a reference rate for purposes of determining rates of interest it will charge on loans denominated in United States dollars.

"Business Visa Credit Card Agreement" means the Meridian Business Visa Card Agreement between Member, each Guarantor (if any), Meridian (including, without limitation, its successors and assigns) and others named therein as parties thereto, as such agreement may be amended, restated, supplemented or replaced from time to time in accordance with its terms.

"Business Visa Application and Disclosure Agreement" means the document executed by the Member and others named as parties thereto that (i) discloses certain interest rates, grace period, minimum payments, foreign currency conversion fees and certain other fees and (ii) includes certain terms and conditions and privacy notices and consents, as such document may be amended, restated, supplemented or replaced from time to time in accordance with its terms and this Schedule "A".

1. **Governing Law**

This Credit Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Member and each Guarantor (if any) attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

2. **Currency**

All dollar amounts expressed in this Credit Agreement shall refer to Canadian dollars unless otherwise specified.

3. **Currency Indemnity**

Loans denominated in Canadian currency must be repaid with Canadian currency and loans denominated in United States currency must be repaid in United States currency and the Member shall indemnify Meridian for any loss suffered by Meridian if a loan denominated in United States currency is repaid with Canadian currency or vice versa, whether or not such payment is made pursuant to an order of a court or otherwise.

4. **Evidence of Indebtedness**

Meridian's accounts, books, and records constitute, in absence of manifest error, conclusive evidence of the advances made under all Credit facilities, repayments on account thereof and the indebtedness of the Member and each Guarantor (if any) to Meridian.

5. **Authorization**

The Member for good and valuable consideration authorizes Meridian to accept telecopier and electronic communications on behalf of the Member as full and sufficient authority to act in accordance with communications as received by Meridian from the Member.

The Member shall be bound by all such telecopier and electronic communications from itself in the same manner and extent as if such communications were originally handwritten and signed by the Member, and the Member at all times save harmless, indemnify and defend Meridian from and against all claims, demands and losses, contingent or otherwise in respect of all such instructions, in the event such telecopier and electronic communications, were made without authority or otherwise.

6. **Interest, Fees and Payment**

- (a) Interest on the daily balance of principal advanced under the Credit Agreement and remaining unpaid from time to time shall be payable by the Member as set out in the Credit Agreement both before and after maturity or demand, default and judgment.

At the discretion of Meridian, each payment under the Credit Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of outstanding principal in inverse order of maturity.

- (b) The fees collected by Meridian shall be its property as consideration for the time, effort and expense incurred by it in the review of documents and financial statements, and the Member acknowledges and agrees that the determination of these costs is not feasible and that the fees set out in the Credit Agreement represent a reasonable estimate of such costs.
- (c) The Member shall pay all fees and expenses in connection with the preparation, registration and ongoing administration of the enforcement of Meridian's rights and remedies under this Credit Agreement effective from the date which is five (5) Business Days, following notification. The Member will pay interest on unpaid amounts due for all costs and expenses pursuant to this paragraph at an annual rate equal to Meridian's Prime Rate plus five percent (5%). Fees and expenses shall include, but not limited to, all outside counsel fees and expenses, all in-house legal fees and expenses and all outside professional advisory fees and expenses. Such fees and expenses are deemed to be secured by any security taken by Meridian pursuant to the terms hereof and all payments or credits to the account of the Member shall be deemed to have been applied first to the repayment of any such fees and expenses.
- (d) In the event Meridian authorizes for the Member a higher debit balance than the maximum amount authorized under this Credit Agreement, the Member agrees to repay such excess amount on demand with interest accruing on the excess amount from the date of the advance of the excess amount, both before and after demand and default, at Meridian's prescribed rate for such excess advances from time to time, being twenty one percent (21%) per annum. Such excess amounts are deemed to be secured by any security taken by Meridian pursuant to the terms hereof and all payments or credits to the account of the Member shall be deemed to have been applied first to the repayment of any such excess amounts.
- (e) All payments by the Member to Meridian shall be made at the address of the branch of Meridian set out on the Credit Agreement or at such other place as Meridian may specify in writing from time to time. Any payment delivered or made to Meridian by **3:00 p.m.** local time at the place where such payment is to be made **shall** be credited as of that day, but if made afterwards shall be credited as of the next Business Day.
- (f) Notwithstanding anything to the contrary contained in the Credit Agreement, Meridian may, in its sole and unfettered discretion, make an advance under a Credit Facility to pay any unpaid interest or fees which have become due under the terms of the Credit Agreement.
- (g) The obligation of the Member and the Guarantors (if any) to make all payments under the Credit Agreement and the Security Documents and other Financing Documents shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

- (i) any set-off, compensation, counterclaim, recoupment, defense or other right which the Member or any Guarantor (if any) may have against Meridian or anyone else for any reason whatsoever; or
- (ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Member or any Guarantor (if any).
- (h) The imposition or collection of a fee does not constitute an express or implied waiver by Meridian of any Event of Default or of any of the terms or conditions of the lending arrangements, security or rights arising from any Event of Default. Fees may be charged to the Member's deposit account when incurred.

7. **Prepayment**

Floating Rate Loans: Permitted at any time without penalty unless otherwise stipulated herein.

Fixed Rate Loans: The Member may not make any payments in addition to those required on the stipulated dates prior to the term maturity date except for an annual prepayment provision, not exceeding ten percent (10%) of the original principal amount. This right of prepayment is not cumulative such that if the Member does not use this privilege in a calendar year, the Member cannot carry forward this right of prepayment for that calendar year to any following calendar year.

Any additional prepayment, in whole or in part, will be applied in inverse order of maturity, by payment in full of all outstanding principal, interest, applicable expenses and discharge costs, and subject to a prepayment penalty consisting of the greater of:

- (a) three (3) months interest, based on the unpaid principal balance as at the payout date,
and
- (b) the interest rate differential, being an amount calculated by multiplying the difference between the "existing" annual interest rate and the then "current" annual interest rate as at prepayment date, by the unpaid principal balance as at the requested payout date, and calculated with respect to the remaining portion of the term of the loan.

In the event that the due date of the loan is accelerated by demand following default by the Member, the Prepayment Penalty is applicable and recoverable by Meridian.

8. **Credit Covenants**

In addition to the covenants previously set out, each of the following shall apply until all the Credit Facilities are repaid in full and cancelled:

- (a) The Member will:
 - (i) maintain its membership with Meridian while any portion of the facilities remains outstanding or committed. A \$1.00 share deposit is required;
 - (ii) permit Meridian or associated agents access at all reasonable times to any real property, including the Property, where collateral covered Meridian security may be located and Meridian or its agents may inspect such collateral and all related documents and records;
 - (iii) agree that Meridian will provide all day to day business banking services for the Member;
 - (iv) advise Meridian of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender;
 - (v) advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Member or a Guarantor (if any) or the occurrence of any Event of Default or default under the Credit Agreement or under any other agreement for borrowed money;

* defined and based on COF Rate for a term closest to the remaining term of the loan, plus applicable interest rate spread similar to that used for existing rate

- (vi) inform Meridian of any actual or probable litigation and promptly furnish Meridian with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Member; and
 - (vii) do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts and other arrangements in full force and effect.
- (b) The Member shall not, without the prior written consent of Meridian:
- (i) grant or allow any lien, charge, privilege, hypothec or other encumbrance, whether fixed or floating, to be registered against or exist on any of its assets, and in particular, without limiting the generality of the foregoing, shall not grant a trust deed or other instrument in favour of a trustee;
 - (ii) become guarantor or endorser or otherwise become liable upon any note or other obligation other than in the normal course of business of the Member;
 - (iii) declare or pay dividends on any class or kind of its shares, repurchase or redeem any of its shares or reduce its capital in any way whatsoever or repay any shareholders' advances. Such approval will not be unreasonably withheld so long as financial results and account performance is satisfactory;
 - (iv) amalgamate with or permit all, or substantially all, of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Member; or
 - (v) change the nature of its business.
- (c) The scheduled property tax payments are to be paid up to date at all times. If the Member fails to keep the tax payments up to date, Meridian reserves the right to pay the taxes and to collect from the Member an amount sufficient to pay the taxes in full. If the Member fails to timely provide Meridian with evidence of payment status, the Member authorizes Meridian to obtain the document from the municipality at the immediate sole cost and expense of the Member plus costs incurred.
- (d) Insurance coverage is to be maintained, sufficient to substantially replace all assets in the event of loss over all real and Personal Property that the Member and Guarantors (if any) have charged and/or granted security over or against in favour of Meridian. If the Member fails to take out and keep in force such minimum insurance as is required hereunder, then Meridian may, but not be obliged to, take out and keep in force such insurance at the immediate sole cost and expense of the Member plus costs incurred, or use other means at its disposal under the terms of the Security Documents.
- (e) The regular rent/lease payments on all rented/leased Property and equipment are to be maintained up to date at all times.
- (f) Meridian shall have the right in its sole and unfettered discretion to waive the delivery of any Security Documents or the performance of any term or condition of the Credit Agreement, and may advance all or any portion of the Credit Facility prior to satisfaction of any conditions precedent referred to in the Credit Agreement, but any such waiver by Meridian of any obligation or condition shall not constitute a waiver of such obligation or condition for any future advance.
- (g) All financial terms and covenants shall be determined in accordance with GAAP, applied consistently.
- (h) Any amount payable by the Member to Meridian under the Credit Agreement or the Security Documents or the other Financing Documents may be debited to any account of the Member with Meridian even if that debiting creates an overdraft in any such account.

9. **No Material Changes**

No material adverse change in, or development likely to have a material adverse effect on the condition (financial or otherwise) of the operation, business, properties, prospects or capitalization of the Member shall have occurred since the date of the Credit Agreement.

10. Letters of Credit

Meridian shall be permitted, in its sole and unfettered discretion to restrict the maturity date of any Letters of Credit it issues.

11. Cash Management and Foreign Exchange

Meridian may, and the Member hereby authorizes, Meridian to, drawdown under any Credit Facility hereunder to satisfy any obligation of the Member to Meridian in connection with any cash management service and/or foreign exchange service provided by Meridian to the Member. Meridian may draw under any Credit Facility hereunder even if the drawdown results in amounts outstanding in excess of the authorized limit for such Credit Facility.

12. Visa Business Card

If a “**Visa Business Cash Back Card**”, “**Visa Business Infinite Cash Back Card**” and/or “**Visa Business Flex Cash Back Card**” is included as a Credit Facility, then the provisions of this paragraph shall apply. The terms and conditions of the Visa Business Card Agreement and the Visa Business Card Fee and Rate Agreement are incorporated herein by this reference mutatis mutandis. The Member and each Guarantor, if any, represents and warrants that it has received and read in full the Visa Business Card Agreement and the Visa Business Card Fee and Rate Agreement. The Member agrees that (i) the reference to the “application by the Primary Cardholder or, as applicable, the Authorized Officer Cardholder” contained within the definition of “**Business**” in the Visa Business Card Agreement is and shall be deemed to be a reference to the Credit Agreement and the execution on behalf of the Member of the Credit Agreement, (ii) it is the “**Business**” as defined and referred to in the Visa Business Card Agreement, (iii) it is bound by the Visa Business Card Agreement and (iv) it is jointly and severally liable with the other parties named therein for all debts, liabilities and obligations owing or accruing due under the Visa Business Card Agreement. Each Guarantor, if any, agrees to be bound by the Visa Business Card Agreement [and the Visa Business Card Fee and Rate Agreement] in the capacity of the “**Guarantor**” as defined and referred to thereunder and each Guarantor agrees that its guarantee of the debts, liabilities and obligations under the Credit Agreement includes without limitation all debts, liabilities and obligations owing or accruing due under the Visa Business Card Agreement. The Visa Business Card Fee and Rate Agreement may be amended, restated, supplemented or replaced by Meridian from time to time within the time periods contemplated in the Visa Business Card Agreement (generally, 30 days’ advance written notice) and any use of a Card (as defined in the Visa Business Card Agreement) after receiving any such notice will constitute Member’s and any Guarantor’s acceptance of the changes contained in such notice.

13. Events of Default

Without limiting the entitlement of Meridian to demand repayment at any time of any Credit Facility or any other rights of Meridian under this Credit Agreement that are repayable on demand, upon the occurrence of any one of the following events (an “**Event of Default**”), Meridian, may in its sole and unfettered discretion, cease making any further advances under any of the Credit Facilities provided for under this Credit Agreement and, Meridian may, by written notice to the Member, declare all the unpaid principal of and accrued interest for all Credit Facilities to be immediately due and payable whereupon the same shall become due and payable forthwith:

- (a) The Member fails to make any payment of interest or principal when due pursuant to this Credit Agreement or any other Financing Document;
- (b) There is a breach by the Member of any other term, covenant or condition, contained in this Credit Agreement or any other Financing Document;
- (c) A representation or warranty made or given herein or in any other Financing Document is false or incorrect in any material respect when made, given or delivered;
- (d) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Member and, if instituted against the Member, are allowed against or consented to by the Member or are not dismissed or stayed within five (5) days after such institution;
- (e) There occurs or is reasonably likely to occur as determined, in the sole discretion of Meridian:
 - (i) a material adverse change in the financial condition of the Member;
 - (ii) a change in control or ownership of the Member; or
 - (iii) legal proceedings detrimental to the affairs of the Member;

- (f) Any default occurs under any Security Document or under any other Financing Document;
- (g) Default by the Member under any other agreement, whether now or hereafter existing, with Meridian or in respect of any obligation to Meridian;
- (h) The Member is in default in making a payment of any other indebtedness incurred, assumed or guaranteed by it and the effect of such default is to permit the holder of such obligation to cause such obligation to become due prior to its stated maturity; or
- (i) Meridian believes in good faith that the ability of the Member to pay any of its obligations to Meridian or to perform any of the covenants contained herein is impaired or the security referred to herein is impaired or is in jeopardy.

The above Events of Default applicable to the Member also extend to the Member's subsidiary(s) and any Guarantors.

14. **Remedies of the Lender**

- (a) Upon the occurrence of an Event of Default, Meridian may declare all, or any portion outstanding of the indebtedness and other obligations under the Financing Documents to be immediately due and payable and Meridian may proceed to realize on its security and to enforce its rights under the Security Documents, including without limitation, the right to appoint a receiver or receivers over all or any part of the assets and undertakings of the Member. The receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of Meridian or not, and Meridian may remove any receiver or receivers so appointed and appoint another or others in their stead; or by proceeding in a court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the assets and undertakings of the Member or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Member.
- (b) Any such receiver or receivers so appointed shall have power:
 - (i) to take possession of the assets and undertakings of the Member or any part thereof and to carry on the business of the Member;
 - (ii) to borrow money required for the maintenance, preservation or protection of the assets and undertakings of the Member or any part thereof or the carrying on of the business of the Member;
 - (iii) to further charge the Member's assets and undertakings in priority to its Security as security for money so borrowed; and
 - (iv) to sell, lease or otherwise dispose of the whole or any part of the Member's assets or undertakings on such terms and conditions and in such manner as they shall determine.

In exercising any powers any such receiver or receivers shall be deemed to act as agent or agents for the Member and Meridian shall not be responsible for the actions of such agent or agents.

- (c) In addition, Meridian may enter upon and lease or sell the whole or any part or parts of the Member's assets and undertakings, and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice, advertising or any other formality, all of which are hereby waived by the Member, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to Meridian in its sole discretion may deem advantageous, and such sale may take place whether or not Meridian has taken such possession of such assets and undertakings.
- (d) No remedy for the realization upon the Security or for the enforcement of the rights of Meridian shall be exclusive of, or dependent on, any other such remedy, and any one or more of such remedies may from time to time be exercised independently or in combination.
- (e) The term "**receiver**" as used herein includes a receiver and manager.

15. **Representations**

The Member and Guarantors (if any) hereby represent and warrant that:

- (a) It has full power, authority and legal right to borrow in the manner and on the terms and conditions set out in this Credit Agreement and the other Financing Documents, to execute and deliver the acceptance of this Credit

Agreement and to carry out the terms and conditions of this Credit Agreement and the other Financing Documents;

- (b) The execution and delivery of the acceptance of this Credit Agreement and the other Financing Documents and the carrying out of the terms of this Credit Agreement and of the other Financing Documents do not violate any law, order or regulation applicable to it and have been (or will be) duly and validly authorized by it;
- (c) This Credit Agreement as accepted and the other Financing Documents as delivered are valid, binding and legally enforceable against it in accordance with their respective terms except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally;
- (d) It is not in default under the provisions of any agreement evidencing, guaranteeing or relating to any outstanding indebtedness or liability and the execution and acceptance of this Credit Agreement and the delivery of the Financing Documents will not constitute a breach of any agreement to which it is a party;
- (e) There are no actions, suits or proceedings pending or threatened against it before any court or government department, commission, board or agency which, if determined adversely, would have a material adverse effect on its financial condition.
- (f) Representations and Covenants re: Hazardous Substances
 - (i) To the best of the Member's knowledge after due and diligent inquiry, no Hazardous Substances are being stored on, in, under or adjacent to the Property, nor have any such substances been stored, used or Released on the Property or any adjacent property prior to, or during the Member's ownership, possession or control of the Property. The Member agrees to provide written notice to Meridian immediately upon the Member becoming aware that the Property or any adjacent property are being or have been contaminated with regulated or Hazardous Substances. The Member will not permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with a Hazardous Substances.
 - (ii) The Member shall promptly comply with all Environmental Laws, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, Hazardous Substances in, on, or under the Property or in, on or under any adjacent property that becomes contaminated with any Hazardous Substances as a result of construction, operations or other activities on, or the contamination of the Property or incorporated in any improvements thereon. Meridian may, but shall not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Member shall reimburse Meridian on demand for the full amount of all costs and expenses (including without limitation legal fees on a full indemnity basis and consulting fees) incurred by Meridian in connection with such compliance activities; and
 - (iii) The assets of the Member which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to Meridian, and Meridian shall have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Credit Agreement.
- (g) Representations and Covenants re: Environmental Issues
 - (i) To the best of the Member's knowledge, the Property does not contain any Hazardous Substances. To the best of the Member's knowledge, after due inquiry and investigation, no Hazardous Substance has ever been Released into the environment as a result of any of the activities conducted on the Property and the future usage of the Property will be limited to environmentally acceptable activities in compliance with all Environmental Laws;
 - (ii) There are no claims, actions, investigations, liens, prosecutions, notices, work orders, control orders, stop orders or directives, written or oral, ("**Orders**") of any kind issued or pending against the Member or the Property by any third party, court or international, federal, provincial or municipal ministry, department or agency ("**Environmental Authority**"). To the best of the Member's knowledge, there are no circumstances, current or contemplated, which might give rise to any such Order;
 - (iii) To the best of the Member's knowledge, after due inquiry and investigation, the Property and its existing and prior uses comply and have at all times complied with all Environmental Laws.

- (iv) The Member shall promptly complete any and all actions for the further testing or investigation of the Property and any adjacent properties and for the treatment, clean-up, removal and remediation of any Hazardous Substances in, on or under the Property or in, on or under any adjacent property which is required, recommended or considered advisable under any environmental assessment report. Meridian may, but shall not be obligated to, enter upon the Property and take such actions and incur such costs and expenses to complete such actions as it deems advisable and the Member shall reimburse Meridian on demand for the full amount of all costs and expenses (including without limitation legal fees on a full indemnity basis and consulting fees) incurred by Meridian in connection with such activities.

The Member shall pay, at the Member's sole cost and expense, the entire cost of any environmental audit deemed necessary by Meridian in Meridian's sole discretion. Such audit shall be performed by a duly licensed engineer acceptable to Meridian. The scope of any environmental audit shall be at Meridian's sole discretion. The auditor performing the environmental audit, its employees and agents shall be granted full access to the Property and all buildings thereon to perform any testing or investigation deemed necessary by the auditor in the auditor's sole discretion.

The Member shall ensure that the representations and warranties of the Member are true and correct at this time and throughout the term of the Credit Facilities.

16. Waiver or Variation

No term or condition of the Credit Agreement or any other Financing Document may be waived or varied orally or by any course of conduct of any officer, employee or agent of Meridian. Any amendment to the Credit Agreement or any of the Financing Documents must be in writing and signed by a duly authorized officer of Meridian. A party's consent to or approval of any act shall not be deemed to waive the requirement for any subsequent or ongoing approval requirements pursuant to the terms of this Credit Agreement. Meridian is not required to notify a Guarantor of any change in the Credit Agreement, including any increases in the Credit Facilities.

17. Credit Reporting

The Member and each Guarantor consents to Meridian obtaining from any credit reporting agency or from any person such information as Meridian may require at any time, and consents to the disclosure at any time of any information concerning the Member and any Guarantor to any credit grantor with whom the Member and any Guarantors have financial relations or to any credit reporting agency.

18. Time of Essence

Time shall be and remain of the essence of this Credit Agreement.

19. Survival

All terms, conditions, representations and warranties of the Credit Agreement shall survive the closing of the Credit Facilities contemplated and neither the preparation, nor registration or any documents related to the transaction shall bind Meridian to advance funds under this Credit Agreement or the other Financing Documents.

20. No Merger

It is understood and agreed that the execution and delivery of the mortgage and other security documents shall in no way merge or extinguish this Credit Agreement or the other Financing Documents or their terms and conditions.

The terms and conditions of this Credit Agreement and the other Financing Documents shall continue in full force and effect; provided however, in the case of any inconsistency between the provisions of this Credit Agreement, and the provisions of any of the Security Agreements and the other Financing Documents, the provisions of this Credit Agreement shall prevail.

21. General Indemnity

The Member agrees to indemnify Meridian from and against any and all claims, losses and liability arising or resulting from any of the Financing Documents. In no event will Meridian be liable to the Member or any Guarantor for any direct, indirect or consequential damages arising under or in connection with any of the Financing Documents.

22. Successors and Assigns

This Credit Agreement and the other Financing Documents shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Credit Agreement and the other Financing Documents may not be assigned, transferred or otherwise disposed of by the Member [or any Guarantor] without the prior written consent of Meridian, which consent may be arbitrarily withheld. Meridian may, without notice to and without the consent of the Member or any Guarantor, assign, syndicate, securitize, transfer or grant participation interests in the whole or any part of this Credit Agreement, the Credit Facilities, the Security Documents and any and all right, title, benefits, remedies and obligations relating thereto. The Member and each Guarantor agrees to co-operate with Meridian in connection with any such assignment, syndication, securitization, transfer or grant of participation interests including, without limitation, the delivery of an Estoppel certificate in a form satisfactory to Meridian.

23. Set Off

Meridian may (but shall not be obligated), at any time, to apply any credit balance, whether or not then due, to which the Member or any Guarantor is entitled towards satisfaction of the obligations of the Member or any Guarantor under any of the Financing Documents.

24. Increased Costs

The Member shall reimburse Meridian for any additional cost or reduction in income arising as a result of (i) the imposition of, or increase in, taxes on payments due to Meridian hereunder (other than taxes on the overall net income of Meridian), (ii) the imposition of, or increase in, any reserve or similar requirements, and (iii) the imposition of, or change in, any other condition affecting the Credit Facilities imposed by any applicable law or the interpretation thereof.

25. Release of Information

The Member [and each Guarantor] hereby irrevocably authorizes and directs its accountant (the "**Accountant**") to deliver all financial statements and other financial information concerning it to Meridian and agrees that Meridian and the Accountant may communicate with each other as to its business and financial affairs.

26. Miscellaneous

Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with GAAP and all financial statements and information provided will be prepared in accordance with those principles.

27. Notices

All notices or other communications required to be given or which may be given under this Credit Agreement shall be in writing duly executed by the party giving such notice or its solicitors, and shall be considered given if served personally, or if mailed by prepaid registered post addressed to the parties as follows: **Meridian at Meridian Credit Union Limited, 75 Corporate Park Drive, St. Catharines, Ontario L2S 3W3 Attention: Business Banking Operations**, and to the Member and Guarantor(s) at the address first written above or as otherwise advised by them in writing. Every such notice shall be deemed to have been given upon the day it was personally served or by delivered by courier, or if mailed, upon the third postal date after it was sent by registered mailed. Either of the parties may designate in writing, a substitute address from that set forth above, and thereafter any notice shall be directed to such substituted address. In the event of a postal strike, or in the event of the interruption of mail service, then all notices must be delivered by personal delivery.

28. Choice of Law

This Credit Agreement shall be governed by the laws of the province of Ontario.

29. Partial Invalidity

If any term, covenant or condition of this Credit Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Credit Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Credit Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

30. Confidentiality

By acceptance of these Credit Facilities the Member and the Guarantors (if any) hereby provide consent to Meridian to disclose confidential information about the Member(s), Guarantor(s) and/or the project to financial institutions and lenders which Meridian may invite to participate in these Credit Facilities as well as, any independent third party specialists Meridian may request to provide services.

This is Exhibit "E" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Meridian™ General Security Agreement

THIS SECURITY AGREEMENT (as amended, modified, renewed, supplemented, replaced or extended from time to time, this "Agreement") dated as of May 30, 2022, is made by and between Monde Development Group Inc. (the "Assignor"), and MERIDIAN CREDIT UNION LIMITED (the "Lender").

The Assignor hereby enters into this General Security Agreement with the Lender for valuable consideration and as security for the repayment and discharge of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Assignor to the Lender, wheresoever and howsoever incurred whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Lender, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Lender in respect of such indebtedness, obligations or liabilities and interest thereon (all of which present and future indebtedness, obligations, liabilities, expenses and interest are herein collectively called the "Indebtedness").

A. Grant of Security Interests

1. The Assignor hereby grants to the Lender, by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of the Assignor and in all property, real and personal, including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Accounts, Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities, Investment Property, now or hereafter owned or acquired by or on behalf of the Assignor and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively call the "Collateral") including without limitation, all of the following now or hereafter owned or acquired by or on behalf of the Assignor:
- (i) all Inventory of whatever kind and wherever situate;
 - (ii) all Equipment of whatever kind and wherever situate including, without limitation, all machinery, tools, apparatus, plant furniture, fixtures and vehicles of whatsoever nature or kind;
 - (iii) all accounts and book debts and generally all debts, accounts receivable, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Assignor;
 - (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Accounts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights and other industrial property;
 - (vi) all monies other than trust monies lawfully belonging to others;
 - (vii) all property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind; and
 - (viii) all present and future investment property held by the Assignor, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation, or other interest of the Assignor in property or in a enterprise or which constitute evidence of an obligation of the issuer, together with all accretions thereto, all substitutions therefor, all dividends and income derived therefrom and all rights and claims in respect thereof.
2. The Security Interest hereby created shall not extend or attach to (i) any personal property held in trust by the Assignor and lawfully belonging to others or (ii) any property of the Assignor that constitutes consumer goods for the personal use of the Assignor; or (iii) the last day of the term of any lease, oral or written or agreement therefor, now held or hereafter acquired by the Assignor, provided that upon the enforcement of the Security Interest the Assignor shall stand possessed of such last day in trust to assign and dispose of the same to any person acquiring such term. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the PPSA.

B. Attachment

3. The Assignor warrants and acknowledges that the Assignor and the Lender intend the Security Interest in existing Collateral to attach upon the execution of this General Security Agreement; that value has been given; that the Assignor has rights in such existing Collateral; and that the Assignor and the Lender intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Assignor acquires rights in the said after acquired Collateral.

C. Representations and Warranties of Assignor

4. The Assignor hereby represents and warrants to the Lender that:
- (a) the Collateral is genuine and owned by the Assignor, with good and marketable title, free of all security interests, mortgages, liens, claims, charges or other encumbrances (collectively hereinafter called "Encumbrances"), save for the Security Interest
 - (b) no person has any right, title, claim or interest (by way of security interest or other lien) in, against or to the Collateral.
 - (c) all information heretofore, herein or hereafter supplied to the Lender by or on behalf of the Assignor with respect to the Collateral is accurate and complete in all material respects.
 - (d) the Assignor has delivered to the Lender all instruments and chattel paper and other items of Collateral in which a security interest is or may be perfected by possession, together with such additional writings, including assignments, with respect thereto as the Lender shall request.
 - (e) all of the patents, trade-marks, and copyrights of the Assignor have been registered or applied to be registered with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as appropriate.
 - (f) the Assignor's chief executive office is in the Province of Ontario and the Assignor's records concerning the Collateral are located at its chief executive office.

D. Covenants and Agreements of Assignor

5. The Assignor hereby covenants and agrees with the Lender that until all of the Indebtedness is paid in full:
- (a) the Assignor shall not without the prior written consent of the Lender sell or dispose of any of the Collateral in the ordinary course of business or otherwise, and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Assignor, the Assignor shall receive the same in trust for the Lender and forthwith pay over the same to the Lender upon request; provided however that the Inventory of the Assignor may be sold or disposed of in the ordinary course of business and for the purpose of carrying on the same;
 - (b) the Assignor shall not without the prior written consent of the Lender create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security the Collateral except to the Lender;
 - (c) the Assignor shall at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Lender may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Lender. The Assignor shall duly and reasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Lender as its interest hereunder may appear and shall, if required, furnish the Lender with certificates or other evidence satisfactory to the Lender of compliance with the foregoing insurance provisions. In the event that Assignor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Lender may make such payments to be repayable by the Assignor on demand and any such payments made by the Lender shall be secured hereby;
 - (d) the Assignor shall keep the Collateral in good condition and repair according to the nature and description thereof, and the Lender may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by the Assignor and secured hereby and the Lender may make repairs as it deems necessary and the cost thereof shall be paid by the Assignor and secured hereby;
 - (e) the Assignor shall duly pay all taxes, rates, levies, assessments of every nature which may be lawfully levied, assessed or imposed against or in respect of the Assignor or the Collateral as and when the same become due and payable;
 - (f) the Assignor agrees that the Lender may, at any time, whether before or after a default under this General Security Agreement, notify any account Borrower of the Assignor of the Security Interest, require such account Borrower to make payment to the Lender, take control of any Proceeds of Collateral and may hold all amounts received from any account Borrower and any Proceeds as part of the Collateral and as security for the Indebtedness;
 - (g) the Assignor shall prevent the Collateral from becoming an accession to any personal property not subject to this agreement or becoming affixed to any real property, without the prior written consent of the Lender.
 - (h) the Assignor shall from time to time deliver to the Lender promptly upon request (and, if so requested, from time to time as they are acquired by the Assignor) all items of Collateral comprising Chattel Paper, Instruments, Investment Property (to the extent certificated) and those Documents of Title which are negotiable.
 - (i) the Assignor shall pay or reimburse the Lender for all costs and expenses of the Lender, its agents, officers and employees (including, without limitation, legal fees and disbursements on a substantial indemnity basis) incurred with respect to:
 - (i) the preparation, perfection, execution and filing of this agreement and the filing of financing statement(s) and financing change statement(s) with respect to this agreement;
 - (ii) any person engaged by the Lender to conduct an inspection of the collateral; and
 - (iii) dealing with other creditors of the Assignor in connection with the establishment, confirmation, amendment or preservation of the priority of the Security Interest;such costs and expenses to be payable by the Assignor to the Lender on demand, to bear interest at the highest rate per annum borne by any of the Indebtedness, calculated and compounded monthly, and (with all such interest) to be added to and form part of the Indebtedness.
 - (j) the Assignor shall promptly notify the Lender in writing of the details of:
 - (i) any amendment to its articles, including without limitation by virtue of the filing of articles of amalgamation, effecting a change in the Assignor's name or authorizing it to use a French version of its name;
 - (ii) any claim, litigation or proceedings before any court, administrative board or other tribunal which either does or could have a material adverse effect on the Collateral or the Assignor;
 - (iii) any claim, lien, attachment, execution or other process or encumbrance made or asserted against or with respect to the Collateral which either does or could have a material adverse effect on the Security Interest;
 - (iv) any transfer of the Assignor's interest in the Collateral, whether or not permitted hereunder; or
 - (v) any material loss of or damage to the Collateral, whether or not such loss or damage is covered by insurance.
 - (k) if any of the Collateral consists of Investment Property, (a) the Assignor authorizes the Lender to transfer such Collateral or any part thereof into its own name or that of its nominee so that the Lender or its nominee may appear of record as the sole owner thereof; provided, that so long as no event of default has occurred, the Lender shall deliver promptly to the Assignor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give to the Assignor or its designee a proxy or proxies to vote and take all action with respect to such property; provided further that after the occurrence of an event of default, the Assignor waives all rights to be advised of or to receive any notices, statements or communications received by the Lender or its nominee as such record owner, and agrees that no proxy or proxies given by the Lender to the Assignor or its designee as aforesaid shall thereafter be effective; and (b) the Assignor further agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Lender "control" of such Investment Property, as defined in the Securities Transfer Act, 2006 (Ontario), which "control" shall be in such manner as the Lender shall designate in its sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Lender, whether before or after the occurrence of an event of default, without further consent by the Assignor.
6. The Assignor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Lender may reasonably require for the better granting, mortgaging, charging, assigning and transferring unto the Lender the property and assets hereby subjected or intended to be subject to the Security Interest or which the Assignor may hereafter become bound to mortgage, charge,

assign, transfer or subject to the Security Interest in favour of the Lender for the better accomplishing and effectuating of this General Security Agreement and the provisions contained herein and each and every officer of the Lender is irrevocably appointed attorney to execute in the name and on behalf of the Assignor any document or instrument for the said purposes.

- 7. The Assignor shall permit the Lender at any time, either in person or by agent, to inspect the Assignor's books and records pertaining to the Collateral. The Assignor shall at all times upon request by the Lender furnish the Lender with such information concerning the Collateral and the Assignor's affairs and business as the Lender may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.
- 8. The Assignor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Assignor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:
 - (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation;
 - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Lender at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to the Lender thereafter arising.

E. Default

- 9. The Assignor shall be in default under this General Security Agreement upon the occurrence of any one of the following events:
 - (a) the nonpayment by the Assignor, when due, whether by acceleration or otherwise, of any of the Indebtedness;
 - (b) the death or a declaration of incompetency by a court of competent jurisdiction with respect to the Assignor, if an individual;
 - (c) the failure of the Assignor to observe or perform any covenant, undertaking or agreement heretofore or hereafter given to the Lender, whether contained herein or not;
 - (d) an execution or any other process of the Court becomes enforceable against the Assignor or a distress or an analogous process is levied upon the property of the Assignor or any part thereof;
 - (e) the Assignor becomes insolvent, commits an act of bankruptcy, makes an assignment in bankruptcy or a bulk sale of its assets, any proceeding for relief as a Assignor or liquidation, re-assignment or winding-up is commenced with respect to the Assignor or an application for a bankruptcy order is filed or presented against the Assignor and is not bona fide opposed by the Assignor;
 - (f) the Assignor ceases to carry on business;
 - (g) any representation or warranty of the Assignor contained herein or in any document or certificate furnished in connection herewith proves to have been untrue in any material respect at the time in respect of which it was made;
 - (h) an encumbrancer, whether permitted or otherwise, takes possession of any significant portion of the Collateral;
 - (i) an order is made or legislation enacted for the expropriation, confiscation, forfeiture, escheating or other taking or compulsory divestiture, whether or not with compensation, of all or a significant portion of the Collateral unless the same is being actively and diligently contested by the Assignor in good faith, the Assignor shall have provided to the Lender such security therefor as it may reasonably require and such order or legislation shall have been vacated, lifted, discharged, stayed or repealed within thirty days from the date of being entered, pronounced or enacted, as the case may be;
 - (j) the Assignor is liquidated, dissolved or its corporate charter expires or is revoked; or
 - (k) the Assignor defaults in the observance or performance of any provision relating to indebtedness of the Assignor to any creditor other than the Lender and thereby enables such creditor to demand payment of such indebtedness.
- 10. The Lender may in writing waive any breach by the Assignor of any of the provisions contained herein or any default by the Assignor in the observance or performance of any covenant or condition required by the Lender to be observed or performed by the Assignor; provided that no act or omission by the Lender in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

F. Remedies of the Lender

- 11. (a) Upon any default under this General Security Agreement, the Lender may declare any or all of the Indebtedness to be immediately due and payable and the Lender may proceed to realize the security hereby constituted and to enforce its rights by entry or by the appointment by instrument in writing of a receiver or receivers of all or any part of the Collateral and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any Bankruptcy, winding-up or other judicial proceedings relative to the Assignor.
- (b) Any such receiver or receivers so appointed shall have power:
 - (i) to take possession of the Collateral or any part thereof and to carry on the business of the Assignor;
 - (ii) to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Assignor;
 - (iii) to further charge the Collateral in priority to the Security Interest as security for money so borrowed; and
 - (iv) to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine.

In exercising any powers any such receiver or receivers shall be deemed to act as agent or agents for the Assignor and the Lender shall not be responsible for the actions of such agent or agents.
- (c) In addition, the Lender may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice, advertising or any other formality, all of which are hereby waived by the Assignor, and such sale shall be on such terms and conditions as to

credit or otherwise and as to upset or reserve bid or price as to the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken such possession of such Collateral.

- (d) No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other such remedy, and any one or more of such remedies may from time to time be exercised independently or in combination.
- (e) The term "receiver" as used in this General Security Agreement includes a receiver and manager.

G. Rights of the Lender

- 12. All payments made in respect of the Indebtedness and money realized from any securities held therefor may be applied on such part or parts of the Indebtedness as the Lender may see fit and the Lender shall at all times and from time to time have the right to change any appropriation of any money received by it and to re-apply the same on any other part or parts of the Indebtedness as the Lender may see fit, notwithstanding any previous application by whomsoever made.
- 13. The Assignor grants to the Lender the right to set off against any and all accounts, credits or balances maintained by it with the Lender, the aggregate amount of any of the Indebtedness when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.
- 14. The Lender, without exonerating in whole or in part the Assignor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from and may otherwise deal with the Assignor and all other persons and securities as the Lender may see fit.
- 15. The Lender may assign, transfer and deliver to any transferee any of the Indebtedness or any security or any documents or instruments held by the Lender in respect thereof provided that no such assignment, transfer or delivery shall release the Assignor from any of the Indebtedness; and thereafter the Lender shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Lender under such security, documents or instruments but the Lender shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Assignor shall not assign any of its rights or obligations hereunder without the prior written consent of the Lender.

H. Miscellaneous

- 16. This General Security Agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document or instrument now or hereafter held by the Lender or existing at law in equity or by statute.
- 17. Nothing herein shall obligate the Lender to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Assignor to the Lender.
- 18. This General Security Agreement shall be binding upon the Assignor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Assignor and shall enure to the benefit of the Lender and its successors and assigns.
- 19. In construing this General Security Agreement, terms herein shall have the same meaning as defined in the PPSA, as hereinafter defined, unless the context otherwise requires. Words importing gender shall include all genders. Words importing the singular number shall include the plural and vice versa.
- 20. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 21. The headings in this General Security Agreement are included herein for convenience of reference only and shall not constitute a part of this General Security Agreement for any other purpose.
- 22. Any notice or statement referred to herein may be delivered, sent by facsimile machine or providing that postal service throughout Canada is fully operative, may be mailed by ordinary prepaid mail to the Assignor at his last address known to the Lender and the Assignor shall be deemed to have received such notice or statement on the day of delivery, if delivered, one business day after transmission and confirmation received if sent by facsimile machine and three business days after mailing, if mailed.
- 23. Where any provision or remedy contained or referred to in this General Security Agreement is prohibited, modified or altered by the laws of any province or territory of Canada which governs that aspect of this General Security Agreement and the provision or remedies may be waived or excluded by the Assignor in whole or in part, the Assignor hereby waives and excludes such provision to the fullest extent permissible by law.
- 24. This General Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may be in effect from time to time including, where applicable, the Personal Property Security Act of that Province (as amended or substituted, the "PPSA"). For the purpose of legal proceedings this General Security Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this General Security Agreement and the Assignor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Lender from proceeding at this election against the Assignor in the Courts of any other Province, country or jurisdiction.
- 25. The Assignor acknowledges having received a copy of this General Security Agreement.

This General Security Agreement has been duly executed by the Assignor on the 30th day of May, 2022.

MONDE DEVELOPMENT GROUP INC.

To be completed
by incorporated
business

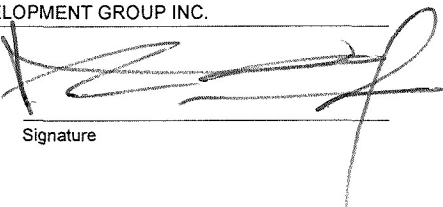
< Please print >

Name: Majid Hamid

Title: President and Secretary

Name:

Title:



Signature

Signature

I/We have the authority to bind the Corporation

< Please print >

Name: _____
Middle Initial: _____ Date of Birth (day month year): _____ Gender: _____
Address: _____

Signature of Witness _____ Signature of Assignor _____

Name: _____
Middle Initial: _____ Date of Birth (day month year): _____ Gender: _____
Address: _____

Signature of Witness _____ Signature of Assignor _____

To be completed
by sole propri-
etor or partners

Meridian™

Specific Resolution of the Board of Directors of
MONDE DEVELOPMENT GROUP INC.

Be it Resolved:

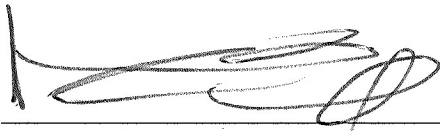
That as security for the existing and future liabilities of the Corporation to Meridian Credit Union Limited (herein "Meridian"), this Corporation executes and delivers to Meridian a General Security Agreement under the Personal Property Security Act, which shall serve as continuing security for all obligations of the Corporation to Meridian, in the form provided by Meridian; and

Any director and/or officer of the Corporation is/are hereby authorized to execute on behalf of this Corporation, documents of security and all other deeds, documents, instruments, and writings, if any, incidental or to give effect thereto, and to all other things, which they may consider to be necessary, desirable, or useful for fulfilling the Corporation's obligation to Meridian, including affixing the Corporation seal to all documents executed by them.

The undersigned Secretary of the Corporation hereby certifies the foregoing to be a true copy of a Resolution of the Board of Directors of the Corporation, passed at a meeting duly held on the 30th day of May, 2022.

Dated at Toronto this 30th day of May, 2022.

WITNESS the Corporate Seal of the Corporation



Secretary

c/s

OR

The undersigned being all if the Directors of _____
hereby sign the foregoing resolution this _____ day of _____, 20____.

This is Exhibit "F" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Jordyn Selznick". The signature is written in a cursive style.

85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Properties

PIN	26591 - 0010	LT	Interest/Estate	Fee Simple
Description	PT LT 31 CON 2 DARLINGTON AS IN D517064; S/T N157141; CLARINGTON; SUBJECT TO AN EASEMENT AS IN DR2039533			
Address	1607 KING STREET EAST CLARINGTON			

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	MONDE DEVELOPMENT GROUP INC.
Address for Service	302 Pinehurst Drive Oakville, Ontario L6J 4X3
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
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Name	MERIDIAN CREDIT UNION LIMITED
Address for Service	75 Corporate Park Drive St. Catharines, Ontario L2S 3W3

Statements

Schedule: See Schedules

Provisions

Principal	\$35,000,000.00	Currency	CDN
Calculation Period			
Balance Due Date	ON DEMAND		
Interest Rate	24.00%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200522		
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Oxana Mysyk	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Chargor(s)	Signed	2022 06 17
Tel	416-595-8500			
Fax	416-595-8695			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By

MILLER THOMSON	40 King Street West, Suite 5800 Toronto M5H 3S1	2022 06 17
Tel	416-595-8500	
Fax	416-595-8695	

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
----------------------------	---------

LRO # 40 **Charge/Mortgage**

Received as DR2144654 on 2022 06 17 at 11:00 112

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 2 of 4

<i>Fees/Taxes/Payment</i>	
<i>Total Paid</i>	\$66.30

<i>File Number</i>	
<i>Chargee Client File Number :</i>	204900.7 (FT/OM)

SCHEDULE FOR ALL COLLATERAL MORTGAGES

SCHEDULE "A"

PAYMENT PROVISIONS

This Charge is given as continuing security for payment to the Chargee of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Chargor to the Chargee (such debts and liabilities being hereinafter called the "liabilities"), but the Chargor's liability hereunder being limited to the sum of "the Credit Limit" (being the Principal Amount stated on Page 1 of this Charge/Mortgage) with interest at the rate hereinafter set out;

The Chargor covenants to pay each and every liability to the Chargee punctually as the same falls due; provided that this Charge is void upon payment on demand of the ultimate balance of the liabilities and all promissory notes, bills of exchange, guarantees and any other instruments whatsoever from time to time representing the liabilities or any part thereof, not exceeding the principal sum of "the Credit Limit" (being the Principal Amount stated on Page 1 of this Charge/Mortgage) together with interest thereon at the rate of 24.00 per centum per annum as well after as before maturity and both before and after default and all other amounts payable by the Chargor hereunder.

(SCHEDULE FOR COMMERCIAL / FARM / RESIDENTIAL / CONSTRUCTION MORTGAGES)

SCHEDULE “B”

ADDITIONAL PROVISIONS

RECEIVER

Notwithstanding anything herein contained it is declared and agreed that at any time and from time to time when there shall be default under the provisions of these presents the chargee may at such time and from time to time and with or without entry into possession of the charged premises or any part thereof by writing under its corporate seal appoint a receiver of the charged premises or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his stead and that, in making any such appointment or removal, the chargee shall be deemed to be acting as the agent or attorney for the chargor. Upon the appointment of any such receiver or receivers from time to time the following provisions shall apply:

1. That the statutory declaration of an officer of the chargee as to default under the provisions of these presents shall be conclusive evidence thereof.
2. That every such receiver shall be the irrevocable agent or attorney of the chargor for the collection of all rents falling due in respect of the charged premises or any part thereof whether in respect of any tenancies created in priority to these presents or subsequent thereto;
3. That every such receiver may, in the discretion of the chargee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the chargee;
4. That the chargee may from time to time by such writing fix the remuneration of every such receiver who shall be entitled to deduct the same out of the charged premises or the proceeds thereof;
5. That every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the chargor and in no event the agent of the chargee;
6. That the appointment of every such receiver by the chargee shall not incur or create any liability on the part of the chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the chargee a chargee in possession in respect of the charged premises or any part thereof;
7. That every such receiver shall from time to time have the power to rent any portion of the demised premises which may become vacant for such term and subject to such provisions as he may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the chargor and he shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the chargor and the chargor undertakes to ratify and confirm whatever any such receiver may do in the premises;
8. That every such receiver shall have full power to take all steps he deems appropriate to complete any unfinished construction upon the charged premises with the intent that the charged premises and the buildings thereof when so completed shall be the complete structure as represented by the chargor to the chargee for the purpose of obtaining this charge loan;
9. That every such receiver shall have full power to manage, operate, amend, repair, alter or extend the charged premises or any part thereof in the name of the chargor for the purpose of securing the payment of rental from the charged premises or any part thereof;
10. That no such receiver be liable to the chargor to account for monies or damages other than cash received by him in respect of the charged premises or any part thereof and out of such cash so received every such receiver shall in the following order pay:
 - (a) His remuneration aforesaid;
 - (b) All payments made or incurred by him in connection with the management, operation, amendment, repair, alteration or extension of the charged premises or any part thereof; or completion of any unfinished construction upon same;
 - (c) In payment of interest, principal and other money which may, from time to time, be or become charged upon the charged premises in priority to these presents, and all taxes, insurance premiums and every proper expenditure made or incurred by him in respect to the charged premises or any part thereof;
 - (d) The chargee in payment of all interest due or falling due under this charge and the balance to be applied upon principal due and payable and secured by this charge; and
 - (e) Thereafter any surplus remaining in the hands of every such receiver to the chargor, its successors and assigns.

Properties

PIN26591 - 0281 LT

DescriptionPART LOT 31, CONCESSION 2, TOWNSHIP OF DARLINGTON, PART 1 PLAN 40R32249; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 40R32249 AS IN DR2039533; SUBJECT TO AN EASEMENT AS IN DR2323809; MUNICIPALITY OF CLARINGTON

AddressCOURTICE

Consideration

Consideration\$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

NameMONDE DEVELOPMENT GROUP INC.

Address for Service302 Pinehurst Drive
Oakville, Ontario L6J 4X3

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)CapacityShare

NameMERIDIAN CREDIT UNION LIMITED

Address for Service75 Corporate Park Drive
St. Catharines, Ontario L2S 3W3

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.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, DR2144654 registered on 2022/06/17 to which this notice relates is deleted

Schedule: See Schedules

I Frank Anthony Torchia solicitor make the following law statement (1) The Applicant is the registered owner of the lands described under the Properties section of the within Notice (the Lands) and I confirm that this document effects an interest in the Lands; (2) I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the Lands; and (3) I hereby authorize the Land Registrar to delete the entry of this Notice upon the deletion of Charge No.DR2144654.

This document relates to registration number(s)DR2144654 and DR2144655

Signed By

Frank Anthony Torchia40 King Street West, Suite 5800 acting for Signed 2024 11 19
Toronto Applicant(s)
M5H 3S1

Tel416-595-8500

Fax416-595-8695

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

Submitted By

MILLER THOMSON40 King Street West, Suite 5800 2024 11 19
Toronto
M5H 3S1

Tel416-595-8500

Fax416-595-8695

Fees/Taxes/Payment

Statutory Registration Fee\$70.90

Total Paid\$70.90

LRO # 40 **Notice**

Registered as DR2363033 on 2024 11 19 at 16:48

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

File Number

Party To Client File Number : 204900.7 (FT/OM)

SCHEDULE**AMENDED AND RESTATED CHARGE****Recitals**

- A. MONDE DEVELOPMENT GROUP INC. (the “**Chargor**”) charged the lands described in the “Properties” field of the notice form to which this schedule is attached (the “**Property**”) in favour of MERIDIAN CREDIT UNION LIMITED (the “**Chargee**”) by a charge granted on June 17, 2022 in the principal amount of \$35,000,000 registered as Instrument No. DR2144654 (the “**Original Charge**”); and
- B. The Chargor and the Chargee wish to amend and restate the Original Charge as set out herein.

NOW THEREFORE, in consideration of the extension of credit by the Chargee to the Chargor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Chargor and the Chargee hereby agree as follows.

1. **Recitals:** The Chargor confirms the validity and truth of the above-noted recitals, which have the same force and effect as if repeated herein at length.
2. **Charge of the Property:** The Chargor hereby charges the Property to the Chargee (such charge of the Property, the “**Charge**”). The Chargor acknowledges the receipt of the herein Charge and the Standard Charge Terms (as hereinafter defined).
3. **Provisions:** The provisions of the herein Charge are as follows:

Principal:	\$36,000,000	Currency:	CDN
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4. **Additional Provisions:**

- a. In the event of inconsistency between the terms of this Charge, including the Standard Charge Terms, and the terms of an amended and restated credit agreement dated November 12, 2024, among the Chargor and the Chargee, as further amended, restated, supplemented, replaced or otherwise modified from time to time (collectively, the “**Credit Agreement**”), the terms of the Credit Agreement shall prevail.
- b. The herein Charge is hereby deemed to be a charge in the prescribed form for the purposes of the *Land Registration Reform Act* (“**LRRA**”), and, without limiting the foregoing, is deemed to include the implied covenants by the Chargor, for the Chargor and the Chargor’s successors, with the Chargee and the Chargee’s successors and assigns, as set out in section 7 of the LRRA.
- c. The herein Charge is deemed to include the Standard Charge Terms 200522 (as referenced in the Original Charge).
- d. It is hereby acknowledged by all parties that the general assignment of rents registered as Notice No. DR2144655 and any other security granted by the Chargor to the Chargee shall continue in full force and effect.
- e. The herein Charge is in addition to and not in substitution for any other security heretofore, now or hereafter held by the Chargee in respect of the obligations of the Chargor and the other borrowers under the Credit Agreement (the “**Secured Obligations**”). No rights or remedies of the Chargee pursuant to this Charge and such other security shall be exclusive or dependent upon any other, and the Chargee may from time to time exercise any one or more of such rights or remedies independently or in combination, such remedies being cumulative and not in the alternative.

- 2 -

- f. The Charge constituted hereby is and shall for all purposes be deemed to be a consolidation and restatement of the Original Charge. While the herein Charge shall supersede the Original Charge upon submission hereof for electronic registration, the herein Charge merely amends and restates the Original Charge (and amends same pursuant to the terms hereof) and does not constitute or result in a novation or rescission of the Original Charge, or any security or any other document, agreement or instrument issued in connection therewith. Without limiting the foregoing, the Chargor hereby ratifies and reaffirms the Secured Obligations and each of the Chargor's covenants, duties, indebtedness and liabilities under the Original Charge, which shall not merge upon but shall survive the amendment and restatement of the Original Charge constituted by this Charge.
- g. This Charge may be executed in several counterparts, each of such counterparts when executed shall constitute an original document, and such counterparts taken together shall constitute one and the same instrument and shall be considered validly executed and delivered by the undersigned provided the undersigned delivers an executed copy by telecopier or facsimile device, such telecopied or facsimiled copy shall be deemed to have the same force and effect as an original.

– 3 –

IN WITNESS WHEREOF the Chargor hereby sets its hands and seal as of this ^{15th} ~~xx~~ day of ~~October~~, 2024.

November

Chargor:

MONDE DEVELOPMENT GROUP INC.

Per:



Name: Majid Hamid

Title: President and Secretary

I have the authority to bind the corporation.

The Chargee hereby acknowledges, confirms and agrees to the terms and conditions of the herein Charge as of the dated noted above.

MERIDIAN CREDIT UNION LIMITED

Per:

Name:

Title:

Per:

Name:

Title:

I/We have the authority to bind the Credit Union.

IN WITNESS WHEREOF the Chargor hereby sets its hands and seal as of this 15th day of November, 2024.

Chargor:

MONDE DEVELOPMENT GROUP INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

The Chargee hereby acknowledges, confirms and agrees to the terms and conditions of the herein Charge as of the dated noted above.

MERIDIAN CREDIT UNION LIMITED

Per: Deepak Gupta
Name: Deepak Gupta
Title: Senior Relationship Manager
Per: Kanwar Singh
Name: Kanwar Singh
Title: Director and Team Lead

I/We have the authority to bind the Credit Union.

LAND REGISTRATION REFORM ACT, 1984
SET OF STANDARD CHARGE TERMS

Filed by Meridian Credit Union Limited

Filing Date: June 6, 2005
Filing Number: 200522

The following set of standard charge terms shall be deemed to be included in every Charge in which this set is referred to by its filing number and as provided in Section 9 of the Act.

STATUTORY COVENANTS EXCLUDED

1. The Covenants deemed to be included in the Charge under Sub-Section 7(1), Clauses 1 and 2 of the Land Registration Reform Act, 1984, are hereby expressly excluded and replaced by the following Covenants.

COVENANTS IN LIEU OF STATUTORY COVENANTS

2. The Chargor hereby Covenants, promises and agrees to and with the Chargee as follows:

(i) Authority to Charge the Lands and Premises

That the Chargor now has good right, full power and lawful and absolute authority to charge the Lands and to give the Charge to the Chargee upon the Covenants contained in the Charge.

(ii) No Act to Encumber

That the Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the Lands, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected, or encumbered in title, estate or otherwise, except as the records of the Land Registry Office disclose.

(iii) Good Title in Fee Simple

That the Chargor, at the time of the execution and delivery of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the Lands and the premises described in the Charge and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisoes, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

(iv) Lands and Buildings Not Contaminated

That the Buildings on the Lands are not insulated with urea formaldehyde foam and do not contain asbestos building materials, polychlorinated biphenyls, radioactive substances or other Hazardous Materials; no Hazardous Materials have been released into the natural environment from or through the Lands; to the best of the Chargor's knowledge, information and belief, after conducting all reasonable inquiries, no Hazardous Materials have been released into the natural environment from properties adjoining the Lands or from properties located within the immediate vicinity of the Lands, except as expressly permitted, licensed or authorized by Government Authority; the Lands have never been used as a land-fill or waste disposal site; no Hazardous Materials are or have ever been stored on or under the Lands; to the best of the Chargor's knowledge, information and belief, after having conducted all reasonable inquiries, no Hazardous Materials are or have ever been stored on or under properties adjoining the Lands or on or under properties within the immediate vicinity of the Lands; the condition of the soil on the Lands is such that it will not prevent or restrict future development of the Lands for commercial purposes.

"Hazardous Material" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environment, health and/or safety matters.

(v) Promise to Pay and Perform

That the Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations contained in the Charge. That the Chargor will comply with all orders issued by regulatory authorities and all environmental laws, regulations, and ordinances. That the Chargor will pay, as they fall due, all taxes, rates, assessments, and penalties, whether municipal, local, parliamentary, judicial, or administrative, which now or may hereafter be imposed, charged or levied upon the Lands or against the Chargor, and when required, produce for the Chargee receipts evidencing payment of the same.

The Chargee shall have the right from time to time to estimate the amount of taxes on the charged Lands and premises for each year and to require the Chargor to pay in each month a specified portion of such estimated amount in addition to the monthly instalments stipulated in this Charge (if any); and the Chargor covenants and agrees when so required to pay to the Chargee in addition to the monthly instalments herein mentioned (if any) such specified portion of the said taxes with each of the twelve succeeding monthly instalments herein mentioned next falling due, and the Chargor shall also pay to the Chargee on demand the amount, if any by which the actual taxes exceed such estimated amount. If the principal and interest are repayable on demand only, this amount on account of taxes shall be paid to the Chargee in each month on a day designated by the Chargee. If, before any amount on account of taxes so paid to the Chargee shall have been applied against taxes, there shall be arrears in the payment of principal and/or interest due and payable under this Charge, the Chargee may apply such amount paid on account of taxes instead towards payment of the arrears of principal and/or interest. The Chargee is not obligated to pay interest to the Chargor on amounts paid to the Chargee on account of taxes for the period of time immediately preceding the date the amounts are applied against taxes.

If the payment provisions in this Charge require the Chargor to make payments of principal and interest monthly, the Chargor and the Chargee may from time to time agree that payments of principal and interest (and any amount on account of taxes, if applicable) shall be made more frequently than monthly, in which case the Chargor shall comply with the terms of any such agreement instead of the payment provisions prescribed in this Charge.

If this Charge contains an interest adjustment date, the Chargor further covenants to pay, on such date, interest at the rate set forth in the Charge and all money advanced by the Chargee to the Chargor under the Charge, prior to such interest adjustment date.

(vi) **Obligation to Insure**

That the Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings and the land to the amount of not less than their full insurable value in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the Lands, and such insurance shall include not only insurance against loss or damage by fire, but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least three (3) days before the expiration thereof; otherwise, the Chargee may provide therefor and charge the premium paid and interest thereon, at the rate provided for in the Charge, to the Chargor and the same shall be payable forthwith and shall also be a Charge upon the Lands. It is further agreed that the Chargee may, at any time, require any insurance of the buildings to be cancelled and new insurance effected by a company to be named by the Chargee, and also of his own accord, may effect or maintain any insurance herein provided for in the Charge and the cost of effecting or maintaining same shall also be a Charge upon the Lands. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

(vii) **Obligation to Repair and to Remediate Environmental Contamination**

That the Chargor will keep the Lands and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent, enter upon and inspect the Lands and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the Lands prior to all claims thereon subsequent to the Charge.

That in the event that, for any reason whatsoever, the representations and covenants contained in subsections 2(iv) and 2(viii) (a) (ii) regarding the Lands are not true or are breached or shall become untrue or breached any time after the registration of this Charge, then the Chargor shall forthwith conduct appropriate removal/remedial action and such removal/remedial action shall be pre-approved by the Chargee, acting reasonably. The Chargor shall conduct such appropriate environmental assessments as the Chargee may reasonably require in its discretion in order to give its approval. If the Chargor fails to conduct such assessments and/or to take appropriate remedial action, the Chargor hereby permits the Chargee to enter upon the Lands to conduct the assessments and/or effect the remedial action, and the reasonable cost of such assessments and/or remediation shall be added to the principal amount and be payable forthwith and be a charge upon the Lands prior to all claims subsequent to the Charge.

(viii) **Alterations**

- (a) That the Chargor will not
 - (i) Permit waste to be committed or suffered on the charged premises;
 - (ii) Discharge or permit the discharge into the natural environment of the charged

premises and/or neighbouring lands of any contaminant in an amount, concentration or level in excess of that prescribed by the regulations under the Environmental Protection Act of Ontario, or any similar or successor legislation, or if the contaminant is likely to cause an adverse effect; and

(iii) Suffer or permit any change in the general nature of the occupancy of the charged premises.

(b) That it will not remove or destroy any of the buildings, plant, machinery and equipment comprised in the improvements other than as herein otherwise provided; provided that nothing herein shall prevent the removal of any such property from one part of the charged premises to another or the temporary removal of any such property for purposes of repair, and provided further that the Chargor may remove, dismantle, sell, exchange or otherwise dispose of any plant, machinery or equipment which has become obsolete, worn out, unserviceable or unnecessary for use in the conduct of any business conducted on the premises if such plant, machinery or equipment is replaced by plant, machinery and equipment of at least equal value or if the value of such plant, machinery or equipment so dealt with in one transaction and not so replaced does not exceed \$5,000; provided that such removal or other disposition does not impair the successful operation of the charged premises;

(c) That the Chargor will not make or permit to be made any alterations, additions to, or subtractions from the charged premises without the consent of the Chargee in writing, which consent shall not be unreasonably withheld.

(d) That the Chargor, if the purpose of the Charge is to finance an improvement to the lands and/or buildings, will make the improvement only in accordance with plans and specifications previously approved by the Chargee and complete the improvements as quickly as possible.

(ix) **Obligation to Notify Chargee of Changes**

That the Chargor will forthwith provide the Chargee with full particulars of any change or happening affecting any of the following, namely, (a) the spousal status of the Chargor, and (b) qualification of the said Lands as a matrimonial home within the meaning of the Family Law Act, as amended, the intention being that the Chargee shall be kept fully informed of the names and addresses of any spouse who is not an owner but who has a right of possession in the said Lands by virtue of the said Act. In furtherance of such intention, the Chargor agrees to furnish the Chargee with such evidence in connection with either of (a) and (b) above as the Chargee may, from time to time, request.

(x) **Membership in Meridian Credit Union Limited**

That during the currency of this Charge the Chargor will maintain at all times his status as a member in good standing of Meridian Credit Union Limited in accordance with its by-laws and resolutions.

(xi) **Obligation to Maintain an Account out of which Payments can be drawn**

That, if regular payments of principal and interest (and taxes, if applicable) are required by the provisions of this Charge, the Chargor will maintain, with a branch of Meridian Credit Union Limited, an account of a type satisfactory to the Chargee, and complete an authorization, in a form approved by the Chargee, whereby such account is automatically debited by an amount equal to each payment of principal and interest (and taxes, if applicable), when each payment is due. The Chargor covenants to ensure that such account always has sufficient funds on deposit to satisfy each such payment when due. If the Chargor breaches this covenant, or cancels the said authorization or closes the account, then any such action or omission shall constitute a default under this Charge. The Chargor agrees to pay to the Chargee its current administration and processing fees for breaches of this covenant.

(xii) **Prohibition Against Subsequent Encumbrances**

That the Chargor will ensure that the Lands will remain free and clear of all encumbrances, liens, mortgages, charges, Personal Property Security interests and financing agreements subordinate to the Chargee's interest throughout the term of this Charge and any renewal or renewals thereof, except those approved in writing.

(xiii) **Casualty, Legal or Environmental Claim**

That the Chargor will give immediate notice in writing to the Chargee of any damage caused by fire or any other casualty to, or legal claim against, the said Lands.

That the Chargor will give immediate notice in writing to the Chargee of the receipt of material governmental or third party notices of violation, claims, suits, orders, or permit or approval revocations relating to environmental risks, and of any discharges or spills on or emanating from said Lands within the meaning of the Environmental Protection Act of Ontario, or any similar or successor legislation.

(xiv) **Ontario New Home Warranties Plan Act**

That if the land and buildings are subject to the requirements of the Ontario New Home

Warranties Plan Act of Ontario, or any similar successor legislation, the Chargor will comply with such requirements and reimburse the Chargee for any costs which it may incur in effecting compliance or enforcing the Chargor's rights on its behalf if it fails to do so.

CHARGEES RIGHT TO ACCELERATE PAYMENT OF PRINCIPAL AND INTEREST

3. In the event of:
- (i) The Chargor selling, conveying, transferring or leasing, or entering into any agreement to complete the same, of the title to any interest in the Lands hereby charged to a purchaser, grantee, transferee, or lessee not approved in writing by the Chargee;
 - (ii) The failure of such a purchaser, grantee, transferee or lessee to:
 - (a) Apply for and receive the Chargee's written approval as aforesaid;
 - (b) Personally assume all the obligations of the Chargor under this Charge; and
 - (c) Execute an Assumption Agreement in the form required by the Chargee;
 - (iii) The death or total permanent disability of the Chargor;
 - (iv) The insolvency of the Chargor or any Guarantor;
 - (v) The expiration of three (3) months following the Chargor's withdrawal or expulsion from membership in Meridian Credit Union Limited;
 - (vi) The winding up or dissolution of the Chargor or any Guarantor (if applicable); or
 - (vii) The Chargor neglecting to keep the buildings, erections and improvements in good condition and repair, or permitting any act of waste in the land (as to which the Chargee shall be sole judge), or making default as to any of the covenants, provisoes, agreements or conditions contained in the Charge or in any Charge to which this Charge is subject;

All monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest, as in the case of payment before maturity, the power of entering upon and leasing or selling the Lands and Premises hereby given and all the remedies herein contained may be exercised forthwith. The exercise of the said option by the Chargee shall not be valid unless expressed in writing and signed by an employee of the Chargee.

CHARGEES RIGHTS ON DEFAULT

- 4.
- (i) **Interest After Default**

In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within three months from the time of default, a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity and so on from time to time, and all such interest and compound interest shall be a Charge upon the land.
 - (ii) **Right to Distrain**

If the Chargor shall make default in payment of any part of the interest payable under the Charge, at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expense attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
 - (iii) **Waiver of Default**

The Chargor agrees that the Chargee may, in writing, at any time or times after default, waive such default and upon such waiver the time or times for payment of said principal amount shall be as set out in this Charge, and further that any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
 - (iv) **Extensions, Renewals and Variations in Terms Not to Prejudice**

Unless the Chargee agrees in writing to the contrary, the obligations hereunder of the original Chargor and the Guarantors shall survive the granting by the Chargee to the original Chargor or anyone claiming under him, including subsequent owners of the lands or of any part thereof, of any extension of time or renewal or variation in terms in respect of the Charge (whether by informal

arrangement or by way of a formal Extension, Renewal, or Amending Agreement signed by the Chargor, or subsequent owner, as the case may be). The Charge may be Renewed, Extended or Amended by an Agreement in writing, prior to, at, or after maturity for any term, with or without an increased rate of interest, between the Chargee and the original Chargor, or subsequent owner, as the case may be, with or without notice to, or the concurrence of, the Guarantors, if any, or any subsequent encumbrancers, and/or the original Chargor in the case of an Agreement with a subsequent owner. A Renewal or Extension of this Charge shall be deemed to not create a new Charge, but rather is an extension of this Charge, notwithstanding that a Renewal or Extension Agreement may amend the effective date of this Charge. It shall not be necessary to register any such Agreement in order to retain priority for the Charge so altered over any instrument registered subsequent to the Charge. Provided that nothing contained in this paragraph shall infer any right of renewal upon the Chargor.

(v)

Entry on Default

From and after default shall happen to be made of or in the payment of the principal amount, or the interest payable thereon, or any part of either thereof, as provided in this Charge, of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations contained herein contrary to the true intent and meaning of this Charge, then and in every case it shall and may be lawful to and for the said Chargee to peaceably and quietly enter into, have, hold, use, occupy, possess, and enjoy the lands hereby charged free and clear and freely and clearly acquitted, exonerated and discharged of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizances, and of and from all manner of other charges or encumbrances whatsoever without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whatsoever.

If the default includes a breach by the Chargor of his covenant to complete an improvement in accordance with the plans and specifications previously approved by the Chargee, the Chargee may, at its discretion, complete the improvement, subject to such reasonable changes in plans and specifications as a prudent owner would make under the circumstances.

(vi)

Power of Sale

The Chargee, on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the Lands or sell the Lands. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgages Act. In the event that the giving of such notice shall not be required by law, or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the Lands, if occupied, or by placing it on the Lands, if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in a county or district in which the land is situate; and such notice shall be sufficient, although not addressed to any person or persons by name or designations; and notwithstanding that any person could be affected thereby may be unknown, unascertained, or under disability. Provided further, that in case default be made in a payment of the principal amount or interest or any part thereof, and such default continues for two months after any payment of either falls due, then the Chargee may exercise the foregoing powers of entering, leasing or selling, or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law, then notice shall be given to such persons and in such manner and form, within such time as so required by law. It is hereby further agreed that the whole or any part of parts of the Lands may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of, managing, repairing and improving in accordance with the terms of this Charge, and inspecting the Lands or by reason of non-payment or procuring the payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid, same shall be paid to the Chargor, or as he may direct. The costs, charges, and expenses referred to above shall include, but not be limited to, reasonable administration fees charged by the Chargee to the Chargor for the labour of employees expended in managing and inspecting the Lands and premises on behalf of the Chargee in its capacity as chargee in possession. The Chargee may sell any of the Lands, on such terms as to credit and otherwise as shall appear to him most advantageous, and for such prices as can reasonably be obtained therefor, and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contracts for the sale of the whole or any part of the Lands, and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers, after the satisfaction of the claim to the Chargee, and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see the propriety or regularity of any sale or lease, or be affected by express notice that any sale or lease is improper, and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

(vii)

Further Assurances

From and after default in the payment of the principal amounts secured by the Charge, or the interest thereon, or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then, and in every such case,

the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Lands shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer and execute, or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the Lands unto the Chargee, as by the Chargee or his solicitor, shall or may be lawfully and reasonably devised, advised or required.

ADDITIONAL TERMS AND CONDITIONS

5.

(i) **Costs Added to Principal**

The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges, which shall from time to time fall due and be unpaid in respect of the Lands, and that such payments together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of, managing, repairing and improving the Lands and premises in accordance with the terms of this Charge, and inspecting the Lands and of negotiating the charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in selling or leasing the Lands or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien upon the land, which payments with interest at the rate provided for in the Charge, shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee, as aforesaid, shall be added to the principal amount secured by the Charge and shall be payable forthwith, with interest, at the rate provided for in the Charge.

(ii) **Partial Releases**

The Chargee may, at his discretion, at all times, release any part or parts of the Lands or any other security or any surety for the money secured under the Charge, either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Lands or any person from the Charge or from any of the covenants contained in the Charge, and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the Lands is or may hereafter be divided, does and shall stand charged for the whole monies secured under the Charge, and no person shall have the right to require the mortgage monies to be apportioned.

(iii) **Discharge**

Upon repayment in full of the monies secured hereby, all accrued interest and charges, and any bonus, if applicable, the Chargee shall sign a cessation of this Charge or, if requested by the Chargor, a transfer of the Charge, and send it to the Chargor within a reasonable time. The Chargor shall pay to the Chargee its usual administrative fee for preparing and signing the Cessation of Charge or Transfer of Charge, whether the Cessation or Transfer is prepared by the Chargee or by the Chargor or his solicitor. The Chargor is solely responsible for registering the Cessation or Transfer on title, at his own expense.

(iv) **Other Security**

This Charge is, in addition to and not in substitution for, any other security held by the Chargee for all or any part of the monies secured hereby. It is understood and agreed that the Chargee may pursue its remedies thereunder or hereunder concurrently or successively, at its option, in the event of default. Any judgment or recovery thereunder or hereunder shall not affect the right of the Chargee to realize upon this or any other security.

(v) **No Right of Prepayment**

This Charge is closed in that the Chargor shall have no right to prepay any part or parts of the monies secured hereby, at any time or times, prior to the date of maturity, provided however, that the Chargee may, in its sole discretion,

- (a) Apply towards payment of the monies secured hereby, any monies received by it under any policy of group insurance carried by it on the lives of its borrowing members; and
- (b) Calculate interest on a daily basis on the unpaid balance remaining outstanding, on the last previous payment date stipulated herein, and shall then apply said payment received first, in payment of interest so calculated to be due, and the balance, to be applied in reduction of the principal sum, upon receiving a payment from the Chargor, on any date or dates, other than the dates stipulated herein.

(vi) **Non-Merger of Covenants**

The taking of a judgment or judgments on any of the covenants herein, shall not operate as a merger of the covenants, or affect the Chargee's right to interest, at the rate and times provided for in the Charge; and further that any judgment shall provide that interest shall thereon be computed, at the same rate and in the same manner as provided in the Charge, until the judgment shall have been fully paid and satisfied.

(vii) **Date of Charge**

If this Charge contains an interest adjustment date, the date of this Charge shall be deemed to be the interest adjustment date stated in the Charge, notwithstanding that the Charge may have been executed on an earlier date. If this Charge does not contain an interest adjustment date, the date of this Charge shall be deemed to be the date of signature thereof by the first named Chargor.

(viii) **Recovery of Fees**

The Chargor agrees to pay to the Chargee, when due, the Chargee's then current administration and processing fees in connection with the preparation of any Mortgage Statement for Assumption purposes, Amending or other Agreements, statements for information purposes, any fees referred to in Paragraph 4(VI), charges for cheques relating to this Charge where payment has been refused due to insufficient funds or for any other reason and generally any fees in connection with the proper administration of this Charge. Any such fees and charges, if unpaid, shall be added to the principal outstanding pursuant to this Charge, and shall bear interest at the rate required by this Charge. The amount of any such fees or charges in effect at any particular time is available from any branch of Meridian Credit Union Limited, upon request.

CONDOMINIUM

6. If the charged Lands is a condominium unit and its appurtenant interest in the common areas, pursuant to the Condominium Act of Ontario, the following provisions shall form part of this Charge:

The Chargee is hereby irrevocably authorized and empowered to exercise the right of the Chargor as an Owner of the Lands, to vote or consent in all matters relating to the affairs of the Condominium Corporation named in the Charge, provided that:

- (i) The Chargor shall be entitled to exercise the right to vote or consent, unless the Chargee gives notice of its intention to exercise such rights. Any such notice may be for an indeterminate period of time, or for a limited period of time, or for a specific meeting or matter.
- (ii) The Chargee shall not, by virtue of the assignment to the Chargee of the right to vote or consent, be under any obligation to vote or consent or protect the interests of the Chargor.
- (iii) The exercise of the right to vote or consent shall not constitute the Chargee a mortgagee in possession.

GUARANTEE CLAUSE

7. IN CONSIDERATION of the making, by the Chargee to the Chargor, the loan hereby secured, the Guarantors who have duly executed page one of this Charge:

- (i) Agree to be jointly and severally liable with the Chargor, for the due payment of all monies payable hereunder, at the times and in the manner herein provided;
- (ii) Unconditionally guarantee full performance and discharge by the Chargor of all of his obligations pursuant to the provisions hereof, at the times and in the manner herein provided; notwithstanding that the obligations of the Chargor hereunder may be void or unenforceable at law or in equity or pursuant to statute.
- (iii) Agree to indemnify and save harmless the Chargee against and from all losses, damages, costs and expenses which the Chargee may sustain, incur, or become liable for, by reason of:
 - (a) The failure, for any reason whatsoever, of the Chargor to pay the money expressed to be payable pursuant to the provisions of this Charge;
 - (b) The failure, for any reason whatsoever, of the Chargor to do and perform any other act, matter or thing pursuant to the provisions of this Charge;
 - (c) Any act, action, or proceeding of or by the Chargee, for or in connection with the recovery of the said monies, or the obtaining of performance by the Chargor or any other act, matter or thing pursuant to the provisions of this Charge;
- (iv) Agree that the Chargee may at any time, and from time to time, and without notice to the Guarantors, or any consent or concurrence by them, make any settlement, extension, renewal or variation in terms of the said Charge (whether by informal arrangement or by way of a formal Extension, Renewal or Amending Agreement signed by the original Chargor or a subsequent owner prior to, at or after maturity) or take surrender any security, and that no such thing done by the Chargee nor any carelessness or neglect by the Chargee in asserting its rights, nor any other thing of the foregoing, loss by operation of law of any right of the Chargee against the Chargor, nor the loss or destruction of any security, shall in any way release or diminish the liability

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of the Guarantors hereunder, so long as any monies expressed by this Charge to be payable remain unpaid or the Chargee has not been reimbursed for all such losses, damages, costs, charges and expenses as aforesaid, and

- (v) Agree that the Chargee shall not be obliged to proceed against the Chargor, or to enforce or exhaust any security before proceeding to enforce its obligations herein set out, and that enforcement of such obligations may take place before, after or contemporaneously with the enforcement of any debt or obligation of the Chargor, or the enforcement of any security for any such debt or obligation.

INTERPRETATION

8.

It is hereby agreed, that in construing this Charge, the words "Chargor", "Chargee" and "Guarantors", and the personal pronouns "he", "his", "him", "they" or "them" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", "Guarantor" or "Guarantors", and "he", "she", "it" or "they", "his", "her", "its" or "their" and "him", "her", "it" or "them" respectively, as the number and gender of the party or parties referred to in each case require, and the number and the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. Furthermore, all rights, advantages, privileges, immunities, powers and things hereby secured to the "Chargor" or "Chargors", "Chargee" or "Chargees", shall be equally secured to and exercisable by his, her its or their heirs, executors, administrators and assigns or successors and assigns, as the case may be. All covenants, liabilities and obligations entered into or imposed hereunder upon the "Chargor" or "Chargors", "Chargee" or "Chargees", "Guarantor" or "Guarantors" shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be; and all such covenants, liabilities and obligations shall be made by the Chargors or Guarantors jointly and severally, unless the Charge specifies otherwise.

DEFINED TERMS

9.

It is hereby further agreed that all words appearing in this Charge that are defined in Section 1 of the Land Registration Reform Act, 1984, except the word "successor", shall be read and construed as having the meaning assigned to them by Section 1 of the Land Registration Reform Act, 1984.

ACKNOWLEDGEMENT OF RECEIPT

I/We, the undersigned, hereby acknowledge receipt of a copy of these Standard Charge Terms, this _____ day of _____.

This is Exhibit "G" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

LRO # 40 **Notice Of Assignment Of Rents-General**

Received as DR2144655 on 2022 06 17 at 11:00

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

yyyy mm dd Page 1 of 3

Properties

PIN 26591 - 0010 LT
Description PT LT 31 CON 2 DARLINGTON AS IN D517064; S/T N157141; CLARINGTON; SUBJECT
 TO AN EASEMENT AS IN DR2039533
Address 1607 KING STREET EAST
 CLARINGTON

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 MONDE DEVELOPMENT GROUP INC.
Address for Service 302 Pinehurst Drive
 Oakville, Ontario L6J 4X3

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 MERIDIAN CREDIT UNION LIMITED
Address for Service 75 Corporate Park Drive
 St. Catharines, Ontario
 L2S 3W3

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, DR2144654 registered on 2022/06/17 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Oxana Mysyk	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Applicant(s)	Signed	2022 06 17
Tel	416-595-8500			
Fax	416-595-8695			
I have the authority to sign and register the document on behalf of all parties to the document.				
Oxana Mysyk	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Party To(s)	Signed	2022 06 17
Tel	416-595-8500			
Fax	416-595-8695			
I have the authority to sign and register the document on behalf of all parties to the document.				

Submitted By

MILLER THOMSON	40 King Street West, Suite 5800 Toronto M5H 3S1	2022 06 17
Tel	416-595-8500	
Fax	416-595-8695	

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

File Number

Party To Client File Number : 204900/7 (FT/OM)

THIS ASSIGNMENT made the 30th day of May, 20 22 .

BETWEEN

MONDE DEVELOPMENT GROUP INC.
(hereinafter called the "Assignor")

OF THE FIRST PART

-and-

MERIDIAN CREDIT UNION LIMITED
(hereinafter called the "Assignee")

OF THE SECOND PART

WITNESSES:

1. WHEREAS the Assignor is the registered owner of the lands and premises described as PT LT 31 CON 2 DARLINGTON AS IN D517064; S/T N157141; CLARINGTON; SUBJECT TO AN EASEMENT AS IN DR2039533 including the buildings erected or to be erected thereon (herein called the "Lands"), subject to a Charge to the Assignee which Charge secures the principal amount of \$ 35,000,000.00 (THIRTY FIVE MILLION ----- Dollars).
2. **NOW THEREFORE** in consideration of Five Dollars (\$5.00) and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor transfers and assigns to the Assignee, its successors and assigns, as security only (and not absolutely) for payment of the Principal Amount and interest secured by the said Charge, all its rights, benefits, title and interest under, in and to, and all claims of whatsoever nature or kind which the Assignor now has or may hereafter have under or pursuant to:
- (a) the benefit of all present and future leases, subleases, agreements to occupy or use and licenses in respect of the whole or any part(s) of the Lands (the "Leases");
 - (b) all present and future incomes, rents, accounts and other moneys reserved or payable under the Leases (the "Rents"); and
 - (c) the benefit of every existing and future guarantee with respect to the Leases of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands.
3. **THE ASSIGNOR COVENANTS AND AGREES THAT:**
- (a) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;
 - (b) none of such rights, remedies and obligations are or will be affected by any other agreement, document or understanding or by any reduction, abatement, defence, set-off, or counterclaim;
 - (c) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, has been or will be amended, assigned, encumbered, discounted or anticipated by any instrument which might rank prior to or pari passu with the security hereby created or intended to be created save for those that will be discharged out of the advance of funds under the said Charge;
 - (d) none of the Rents has been or will be paid in advance (except those in respect of the first and/or the last months of the terms of any of the Leases when so required thereunder);
 - (e) none of the remainder of the Rents has been or will be paid prior to the due date for payment thereof;
 - (f) there is no current default under any of the Leases by any of the parties thereto;
 - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto; and
 - (h) the Assignor will observe and perform all of his obligations under each of the Leases.
4. **PROVIDED**, however, and it is hereby specifically agreed as follows:
- (a) The Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each such Leases, unless and until there is default under the Charge and the Assignee has given notice to the tenant, user, occupier, licensee or guarantor thereunder requiring it to pay the Rents to the Assignee; but nothing herein contained shall permit or authorize the Assignor to collect any of the rents contrary to clauses (d) and (e) above; and
 - (b) Nothing herein contained shall have the effect of making the Assignee, its successors and assigns, responsible for the collection of the Rents or any of them or for the performance of any of the obligations or conditions under or in respect to the Leases or any of them to be observed and performed by the Assignor, and the Assignee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee pursuant to the Charge.
5. **THE** Assignor agrees to execute at the Assignor's expense such further assurances as may reasonably be required by the Assignee from time to time to perfect this assignment and, without limiting the generality of the foregoing, whenever any of the Leases not now existing is made or arises, the Assignor will forthwith at the request of the Assignee give the Assignee a specific assignment of the Rents and/or the Leases thereunder similar to this assignment and will obtain from any other parties thereto acknowledgments, such acknowledgments to be in such form as may reasonably be required by the Assignee.

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6. **THE** Assignor agrees to specifically assign to the Assignee at the Assignor’s expense and in registrable form, any of the Leases of part or parts of the Lands whether now existing or which may be created in the future and which the Assignee may from time to time require assigned to it.
7. **THE** Assignor further agrees that he will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable to the Assignor than those, which a prudent landlord would expect to receive for the premises to be leased.
8. **PROVIDED** that upon repayment of the whole of the moneys secured by the Charge and upon performance of all those covenants therein contained, these presents shall be void and of no further force or effect. The delivery of an executed full and final discharge of the Charge shall operate as a re-assignment of the Rents and Leases to the Assignor.
9. **IT IS HEREBY AGREED** that in construing this assignment the words “Assignor” and “Assignee” and the pronoun “it” relating thereto and used therewith, shall be read and construed as “Assignor” or “Assignors”, “Assignee” or “Assignees”, and “it”, “its”, “he”, “she”, “his”, “her”, “they”, “their” or “them” respectively, as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.
10. **THIS ASSIGNMENT** shall enure to the benefit of and be binding upon the respective heirs, estate trustees, executors, administrators, successors and assigns of the parties hereto. In the event the Assignor is more than one party, all covenants and liabilities and obligations of the Assignor shall be joint and several.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first above written.

MONDE DEVELOPMENT GROUP INC.

X

DocuSigned by:

Majid Hamid

7951C304CD954BF

Name: Majid Hamid

Title: President and Secretary

I have the authority to bind the corporation.

X

Name:

Title:

I have the authority to bind the corporation.

This is Exhibit "H" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

ASSIGNMENT OF CONSTRUCTION CONTRACTS

THIS AGREEMENT made the 30th day of May, 2022.

B E T W E E N:

MONDE DEVELOPMENT GROUP INC.
(hereinafter referred to as the "**Assignor**")

OF THE FIRST PART

- and -

MERIDIAN CREDIT UNION LIMITED
(hereinafter referred to as "**Assignee**")

OF THE SECOND PART

WHEREAS the Assignor is the registered owner of certain lands and premises located at 1607 King Street East, Clarington, Ontario and legally described as Part Lot 31, Concession 2 Darlington, as in D517064; S/T N157141; Clarington, Subject to An Easement as in DR2039533, being all of PIN 26591-0010 (LT) (the "**Lands**");

AND WHEREAS the Assignor has entered into or will be entering into certain contracts for the provision of materials, equipment and services to the Lands in connection with the construction of a 6-storey 89-unit condominium upon the Lands (the "**Project**");

AND WHEREAS pursuant to a credit agreement dated February 13, 2022 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**") the Assignee is making certain credit facilities available to the Assignor for the construction of the Project; and

AND WHEREAS pursuant to the Credit Agreement, the Assignor has agreed to assign to Assignee all of its rights, benefits, title and interest in, to, and under the plans, specifications, permits, architectural, engineering, consulting, construction and supply contracts and all agreements for the Project;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to the Assignor (the receipt and sufficiency of which are hereby acknowledged by the Assignor) the parties hereby covenant and agree with each other as follows:

1. **Recitals Correct:**

The Assignor confirms the validity and truth of the above-noted recitals, which have the same force and effect as if repeated herein at length.

2. **Assignment:**

As continuing and additional security for the payment to Assignee of all amounts (the “**Indebtedness**”) owing from time to time by the Assignor to Assignee:

- (a) under, arising out of, from or in connection with the Credit Agreement and as continuing and additional security for the due performance of the obligations of the Assignor under the Credit Agreement and the security documents described in the Credit Agreement; and
- (b) under, arising out of, from or in connection with all other agreements entered into between the Assignor and Assignee, made by the Assignor in favour of Assignee or assigned by the Assignor to Assignee and as continuing and additional security for the due performance of the obligations of the Assignor thereunder;

the Assignor hereby assigns, sets over and transfers to Assignee all its rights, benefits, title and interest in and to, and all claims of whatsoever nature or kind which the Assignor now has or may hereafter have under or pursuant to:

- (c) the plans and specifications for the Project;
- (d) all present and future approvals, licences, building permits, demolition permits, foundation permits, excavation permits, construction permits, and other permits now or hereafter issued or required to be issued by any public authority in order to permit the construction of the Project in accordance with the plans and specifications for the Project; and
- (e) all present and future architectural, engineering, consulting, construction and supply contracts, agreements of purchase and sale and all other contracts and agreements, present and future, entered into by or on behalf of the Assignor in respect of or in any way relating to the construction and development of the Project or the sale of units on the Project, including but not limited to those contracts as set out in Schedule “A” hereto attached.

and any amendments, extensions, renewals and replacements which have been made or may hereafter be made thereto, together with:

- (f) all benefits, proceeds and advantages which now are or may hereafter be derived therefrom, including without limitation all guarantees and warranties included therein or in respect thereof;
- (g) all debts, demands, choses in action and claims which are now or may hereafter be or become due, owing or accruing due to the Assignor therefrom; and
- (h) all books, accounts, invoices, letters, papers, drawings, plans and specifications, blue prints, permits, licences, and documents in any way evidencing or relating thereto;

all of the foregoing described in paragraph (c), (d), (e), (f), (g) and (h) above, together with the proceeds therefrom, being hereinafter collectively called the “Premises hereby assigned”.

3. **Acknowledgment of Assignor:**

The Assignor acknowledges that neither this Agreement nor the assignment set out herein:

- (a) shall in any way lessen or relieve the Assignor from:
 - (i) the obligations of the Assignor to observe, satisfy and perform each and every term, agreement, provision, condition, obligation and covenant set out in, or required to be observed by the Assignor in order to fulfill its obligations pursuant to, any of the Premises hereby assigned; and
 - (ii) any liability of the Assignor to Assignee or to any other person, firm or corporation;
- (b) imposes any obligation on Assignee to assume any liability or obligation under, or to observe, perform or satisfy any term, agreement, provision, condition, obligation or covenant set out in any of the Premises hereby assigned;
- (c) imposes any liability on Assignee for any act or omission on its part in connection with this Agreement or the assignments constituted hereby including, without limitation, the fulfilment or non-fulfilment by Assignee of the obligations, covenants and agreements of the Assignor set out in any of the Premises hereby assigned;
- (d) obligates Assignee to give notice of this Agreement and the assignments constituted hereby to any person, firm or corporation whatsoever; provided that Assignee may, in its absolute discretion, give any such notice at any time or from time to time without further notice to the Assignor; and
- (e) authorizes the Assignor to dispose of or transfer by way of conveyance, mortgage, lease, assignment or otherwise, the Premises hereby assigned or any part thereof or any interest therein.

4. **Positive Covenants of the Assignor:**

The Assignor covenants and agrees:

- (a) to observe, perform and satisfy each and every term, agreement, provision, condition, obligation and covenant set out in, or required to be observed, performed and satisfied by it in order to fulfil its obligations under or pursuant to, the Premises hereby assigned;
- (b) to deliver to Assignee a copy of all written notices, demands or requests given under, in connection with or pursuant to the Premises hereby assigned that are:
 - (i) received by the Assignor, forthwith upon receipt of same; and
 - (ii) delivered by the Assignor, contemporaneously with the delivery of same;
- (c) to indemnify and save Assignee harmless from and against any liabilities, losses, costs, charges, expenses (including legal fees and disbursements on a solicitor and his own client basis), damages, claims, demands, actions, suits, proceedings, judgments and forfeitures suffered, incurred or occasioned by Assignee in connection with, on account of or by reason of:
 - (i) the assignment to Assignee of the Premises hereby assigned or any part thereof;

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- (ii) any alleged obligation of Assignee to observe, perform or satisfy any term, agreement, provision, condition, obligation or covenant set out in any of the Premises hereby assigned;
 - (iii) any failure of the Assignor to observe, perform or satisfy its covenants, agreements, warranties and representations set out in this Agreement; and
 - (iv) the enforcement by Assignee of any of the assignments constituted by this Agreement;
- (d) to notify Assignee in writing as soon as the Assignor becomes aware of any Dispute (as that term is defined in subparagraph 7(b) hereof), claim or litigation in respect of any of the Premises hereby assigned or of any breach or default by the Assignor or any other person, firm or corporation in the observance, performance or satisfaction of any of the terms, agreements, provisions, conditions, obligations or covenants set out in any of the Premises hereby assigned;
- (e) to obtain such consent from third parties as may be necessary or required pursuant to any of the Premises hereby assigned in connection with the Assignments constituted by this Agreement and, in addition, such other consents from third parties as Assignee may require or desire;
- (f) that each of the warranties and representations of the Assignor set out in this Agreement are now and will continue to be true and correct until the Indebtedness is paid in full; and
- (g) that it will pay or cause to be paid to Assignee or pursuant to Assignee's direction, upon demand, all costs, charges, fees and expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis, court costs and any other out-of-pocket costs and expenses incurred by Assignee in connection with or arising out of or with respect to this Agreement:
 - (i) the negotiation, preparation, execution and enforcement of this Agreement and all documents, agreements and other writings incidental or ancillary hereto
 - (ii) any act done or taken pursuant to this Agreement including without limitation, recovering the Indebtedness and registering, discharging and reassigning this Agreement;
 - (iii) the preservation, protection, enforcement or realization of the Premises hereby assigned including without limitation, retaking, holding, repairing, preparing for disposition and disposing of the Premise hereby assigned;
 - (iv) any action or other proceeding instituted by the Assignor, Assignee or any other person, firm or corporation in connection with or in any way relating to:
 - (A) this Agreement or any part thereof;
 - (B) the preservation, protection, enforcement or realization of the Premises hereby assigned: or
 - (C) the recovery of the Indebtedness; and

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(v) all amounts incurred or paid by Assignee pursuant to paragraph 7 hereof;

together with interest thereon from the date of the incurring of such expenses at the rate set forth in the Credit Agreement. Whether any action or any judicial proceedings to enforce the aforesaid payments has been taken or not, the amount owing to Assignee under this Section shall be added to the Indebtedness.

5. **Negative Covenants of the Assignor:**

The Assignor covenants and agrees that it shall not without the prior written consent of Assignee:

- (a) sell, assign, transfer or dispose of the Premises hereby assigned or any part thereof;
- (b) pledge, charge, mortgage, hypothecate, create a security interest in or otherwise encumber the Premises hereby assigned or any part thereof;
- (c) cancel or terminate any of the Premises hereby assigned or any part thereof;
- (d) waive, amend, modify or vary any of the terms, conditions or provisions set out in the Premises hereby assigned or any part thereof, or otherwise agree or consent to any waiver, amendment, modification or variation of any of them, whether by way of collateral agreement or otherwise, except in the ordinary course of business;
- (e) waive or agree to waive any failure of any party to any of the Premises hereby assigned to observe, perform or satisfy any of the terms, agreements, provisions, conditions, obligations or covenants set out in the Premises hereby assigned or any part thereof;
- (f) give any consent or approval contemplated by, or required or permitted to be given pursuant to, any of the Premises hereby assigned or any part thereof, except in the ordinary course of business; or
- (g) settle or resolve any Dispute (as that term is defined in subparagraph 7(b) hereof).

6. **Representations and Warranties of the Assignor:**

The Assignor represents and warrants to Assignee that:

- (a) each of the Premises hereby assigned is in full force and effect, unamended, and all of the parties thereto are in good standing thereunder and there are no defaults thereunder;
- (b) the Assignor has good, valid and legal right to assign and transfer to Assignee the Premises hereby assigned, free and clear of all assignments, mortgages, charges, pledges, security interests and other encumbrances;
- (c) the Assignor has taken all necessary action, corporate or otherwise, to authorize the execution, delivery and performance of its obligations set out in each of the Premises hereby assigned and in this Agreement;
- (d) neither the execution nor the delivery of this Agreement by the Assignor, nor the

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consummation by it of the transactions herein contemplated, nor the compliance by it with the terms, conditions and provisions hereof will conflict with or result in a breach of any of the terms, conditions or provisions of:

- (i) the constating documents of the Assignor;
- (ii) any agreement, instrument or arrangement to which the Assignor is a party or by which the Assignor or any of its property is, or may be, bound, or constitute a default thereunder, or result thereunder in the creation or imposition of any security interest, mortgage, lien, charge or encumbrance of any nature whatsoever upon the Project or any part thereof or upon any of the other properties or assets of the Assignor;
- (iii) any judgment, order, writ, injunction or decree of any court relating to the Assignor; or
- (iv) any applicable law or governmental regulation relating to the Project;
- (e) this Agreement has been duly executed and when delivered, will be in full force and effect and constitutes a legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms;
- (f) there is no pending or threatened litigation, action, claim or fact known to the Assignor and not disclosed to Assignee in writing which adversely affects or could adversely affect any of the Premises hereby assigned or the rights of the Assignor thereunder or the rights of Assignee under this Agreement;
- (g) none of the Premises hereby assigned in existence on the date hereof is incapable of assignment to Assignee in accordance with the provisions of this Agreement, nor is any of the Premises hereby assigned incapable of further assignment by Assignee or by any receiver or receiver and manager, nor is the consent of any third party required for any assignment set out in this Agreement or in connection with any further assignment by Assignee; and
- h) no payments, proceeds, receipts or other distributions due or to become due on any date subsequent to the date of this Agreement have been collected in advance of the time when the same became due under the terms of any of the Premises hereby assigned.

7. **Enforcement Upon Default:**

Without limiting in any manner whatsoever Assignee's rights, remedies and recourses pursuant to this Agreement, by operation of law or otherwise, if the Assignor has defaulted in the performance, fulfilment or satisfaction of any of the terms, agreements, provisions, conditions, obligations or covenants set out in this Agreement, the Credit Agreement, the security documents described in the Credit Agreement or in any of the agreements referred to in subparagraph 2(b) hereof (hereinafter collectively called a "**Default**") Assignee may, from time to time and at any time, in its own name or in the name of the Assignor and without notice to the Assignor, do any one or more the following:

- (a) observe, perform or satisfy any term, agreement, provision, condition, obligation or covenant which, pursuant to the Premises hereby assigned or any of them, could or should be observed, performed or satisfied by the Assignor;

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- (b) exercise any of the rights, powers, authority and discretion which, pursuant to any of the Premises hereby assigned, by operation of law or otherwise could be exercised, observed, performed or satisfied by the Assignor including, without limitation, amending or renewing any of the Premises hereby assigned or participating in all settlement negotiations and arbitration proceedings resulting from a dispute (the "Dispute") arising out of, in connection with or pursuant to any of the Premises hereby assigned; and
- (c) collect any proceeds, receipts or income arising from or out of the Premises hereby assigned including, without limitation, the institution of proceedings, whether in the name of the Assignor or Assignee or both for the collection of same.

The Assignor acknowledges and agrees that all costs, charges and expenses incurred by Assignee in connection with doing anything permitted in this paragraph 7 including, without limitation, legal fees and disbursements on a solicitor and his own client basis, shall be forthwith paid by the Assignor to Assignee.

8. **Assignee Not Liable:**

Assignee shall not be bound to exercise any of the rights afforded to it hereunder, nor to collect, dispose of, realize or enforce any of the Premises hereby assigned. Assignee shall not be liable or responsible to the Assignor or any other person for the fulfilment or non-fulfilment of this Agreement or the terms, obligations, covenants or agreements set out in the Premises hereby assigned or for any loss or damage incurred or suffered by the Assignor or any other person, firm or corporation as a result of:

- (a) any delay by, or any failure of, Assignee to:
 - (i) exercise any of the rights afforded to it under this Agreement; or
 - (ii) collect, dispose of, realize or enforce any of the Premises hereby assigned; or
- (b) the negligence of any officer, servant, agent, counsel or other attorney or substitute employed by Assignee in the exercise of the rights afforded to Assignee hereunder, or in the collection, disposition, realization or enforcement of the Premises hereby assigned.

9. **Application of Funds:**

Any amount received by Assignee arising out of or from the collection, disposition, realization or enforcement of any of the Premises hereby assigned, after all costs, charges and expenses incurred by Assignee in connection therewith have been deducted therefrom, shall be applied in reduction of the Indebtedness. Notwithstanding the generality of the foregoing, Assignee shall be entitled to apply all or any part of such amounts received by it on account of such part or parts of the Indebtedness, in such manner and at such times or from time to time, as Assignee deems best and Assignee may at any time and from time to time change any such application.

10. **Further Assurances:**

The Assignor covenants and agrees to execute all such further assignments and other documents and to do all such further acts and things including obtaining any consents which are required by Assignee, from time to time, to more effectively assign, set over and transfer the

Premises hereby assigned to Assignee including, without limitation, execute and deliver one or more specific assignments of the Assignor's rights, benefits, title and interest in any of the agreements, documents, commitments and other writings that constitute the Premises hereby assigned in form, substance and execution satisfactory to Assignee, to perfect and keep perfected the security interest constituted hereby and to assist in the collection, disposition, realization or enforcement thereof, and Assignee is hereby irrevocably constituted the true and lawful attorney of the Assignor, with full power of substitution, to execute in the name of the Assignor any assignment or other document for such purposes.

11. **Information:**

The Assignor covenants and agrees that from time to time forthwith upon the request of Assignee it shall furnish to Assignee in writing all information requested by Assignee relating to the Premises hereby assigned.

12. **Authority to Collect Monies:**

Until a Default occurs and subject to the terms and conditions of the Credit Agreement:

- (a) the Assignor shall have the authority to collect any monies payable or arising out of or from the Premises hereby assigned; and
- (b) subject to paragraph 5 hereof, the Assignor shall have the authority to exercise, in good faith, all of the benefits, advantages and powers under the Premises hereby assigned;

and upon the occurrence of a Default such authority shall immediately cease without further notice and thereafter, any such monies received by or on behalf of the Assignor shall be received and held in trust for Assignee and forthwith remitted to Assignee.

13. **No Novation:**

This assignment and transfer to Assignee of the Premises hereby assigned:

- (a) is continuing security granted to Assignee, without novation or impairment of any other existing or future security held by Assignee in order to secure payment to Assignee of the Indebtedness and the due performance of the obligations of the Assignor referred to in subparagraphs 2(a) and (b) hereof;
- (b) is in addition to and not in substitution for any other security now or hereafter granted to or held by Assignee in connection with the Indebtedness; and
- (c) shall remain in full force and effect without regard to and shall not be affected or impaired by:
 - (i) any amendment or modification of or addition or supplement to the Credit Agreement, this Agreement or any other security or securities (the "**Additional Securities**") now or hereafter held by or on behalf of Assignee in connection with the Indebtedness or any part thereof;
 - (ii) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or the Additional Securities;

- (iii) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or the Additional Securities;
- (iv) any default by the Assignor under, or any invalidity or unenforceability of, or any limitation on the liability of the Assignor or on the method or terms of payment under, or any irregularity or other defect in, the Credit Agreement or the Additional Securities;
- (v) any merger, consolidation or amalgamation of the Assignor into or with any other corporation or company; or
- (vi) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

14. **Re-assignment:**

Upon the Indebtedness being paid in full Assignee shall, within a reasonable time following its receipt of a written request from the Assignor and at the sole cost and expense of the Assignor, reassign the Premises hereby assigned to the Assignor including, without limitation, all of Assignee's rights, benefits, title and interest in and to the Premises hereby assigned.

15. **Enurement:**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

16. **Notices:**

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party for whom it is intended, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail:

- (a) if to the Assignor, addressed to it at:

Monde Development Group Inc.
302 Pinehurst Drive
Oakville, Ontario L6J 4X3

- (b) if to Assignee, addressed to it at:

Meridian Credit Union Limited
75 Corporate Park Drive
St. Catharines, Ontario
L2S 3W3
Attention: CBC Security Support

Any of the parties hereto may, from time to time, change its address or stipulate another address from the address described above in the manner provided in this paragraph. The date of

receipt of any such notice, demand, request, consent, agreement or approval, if served personally, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the fourth Business Day following the date of mailing. For the purposes hereof, "Business Day" means each day other than a Saturday, Sunday, or any other day on which Assignee's Ontario divisional office is not open for business in the Province of Ontario. For the purposes hereof, personal service on the Assignor shall be effectively given by delivery to an officer, director or employee of the Assignor at its address set out above. If on the date of mailing or on or before such fourth Business Day thereafter, there is a general interruption in the operation of postal service in Canada which does or is likely to delay delivery by mail, then to the extent possible, the communication aforesaid shall be served personally.

17. **Waiver:**

No consent or waiver, express or implied, by Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by the Assignor of its obligations hereunder. Failure on the part of Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by Assignee of its rights hereunder.

18. **Amendments:**

This Agreement may not be modified or amended except with the written consent of Assignee and the Assignor.

19. **Entire Agreement:**

This Agreement constitutes the entire agreement between Assignee and the Assignor pertaining to the assignment of the Premises hereby assigned and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, relating thereto.

20. **Assignment:**

Assignee may assign, transfer, negotiate, pledge or otherwise hypothecate this Agreement, any of the Premises hereby assigned, any of its rights hereunder or any part thereof and all rights and remedies of Assignee in connection with the interest so assigned shall be enforceable against the Assignor as the same would have been by Assignee but for such assignment.

21. **No Agency, Joint Venture or Partnership:**

Assignee is not the agent, representative, partner or joint-venturer with the Assignor, and the Assignor is not the agent or representative of Assignee, and this Agreement shall not be construed to make Assignee liable to any person or persons for goods or services furnished to, on behalf of or for the benefit of the Assignor nor the debts, liability or claims accruing therefrom against the Assignor.

22. **Rights, Powers and Remedies:**

Each right, power and remedy of Assignee provided for herein or available at law or in equity or in any other agreement shall be separate and in addition to every other such right, power and

remedy. Any one or more and/or any combination of such rights, remedies and powers may be exercised by Assignee from time to time and no such exercise shall exhaust the rights, remedies or powers of Assignee or preclude Assignee from exercising any one or more of such rights, remedies and powers or any combination thereof from time to time thereafter or simultaneously.

23. **Survival:**

All covenants, undertakings, agreements, representations and warranties made by the Assignor in this Agreement and any certificates, reports, statements, information, data, documents or instruments delivered pursuant to or in connection herewith shall survive the execution and delivery of this Agreement and any advances under the Credit Agreement made by Assignee, and shall continue in full force and effect until the Indebtedness is paid in full. All representations and warranties made by the Assignor shall be deemed to have been relied upon by Assignee.

24. **Severability:**

Any term, condition or provision of this Agreement which is or is deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom, be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions, and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

25. **Governing Law:**

This Agreement, and the interpretation, construction, application and enforcement of this Agreement, shall be governed by and construed, in all respects, exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

26. **Headings:**

The insertion in this Agreement of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

27. **Number and Gender:**

All nouns and personal pronouns relating thereto shall be read and construed as the number and gender may require and the verb shall be read and construed as agreeing with the noun and pronoun.

28. **Extended Meanings:**

The words "the Agreement", "this Agreement", "hereby", "herein", "hereof", "hereto" and similar expressions used in any paragraph of this Agreement relate or refer to the whole of this Agreement and not to that paragraph only, unless otherwise expressly provided.

29. **Counterparts**

This Agreement may be executed in counterparts and when each party has executed a counterpart each of such counterparts shall be deemed to be an original and all of each such

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counterparts when taken together shall constitute one and the same Agreement.

30. **Registrations:**

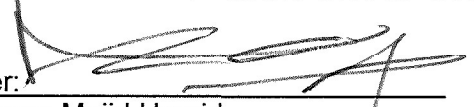
Neither the preparation, execution nor any registrations or filings with respect hereto, shall bind Assignee to make an advance under the Credit Agreement.

31. **Receipt of Copy:**

The Assignor hereby acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date and year first above written.

MONDE DEVELOPMENT GROUP INC.

Per: 

Name: Majid Hamid

Title: President and Secretary

I have authority to bind the corporation.

SCHEDULE "A"

All plans, agreements and contracts relating to the development of the Lands municipally known as 1607 King Street East, Clarington, Ontario, as may be in effect at the execution of this Assignment or which the Assignor may contract for or enter into in future from time to time.

This is Exhibit "I" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Jordyn Selznick". The signature is written in a cursive style.

85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

ASSIGNMENT OF RIGHTS UNDER AGREEMENTS OF PURCHASE AND SALE

THIS AGREEMENT made this 30th day of May, 2022.

BETWEEN:

MONDE DEVELOPMENT GROUP INC.
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

MERIDIAN CREDIT UNION LIMITED
(hereinafter called the "Assignee")

OF THE SECOND PART;

WHEREAS the Assignor is the registered and beneficial owner of the lands the municipally known as 1607 King Street East, Clarington, Province of Ontario, more particularly described in Schedule A attached hereto (the "Property");

AND WHEREAS the Assignor has entered into or may in future be entering into certain agreements of purchase and sale (hereinafter called the "Agreements of Purchase and Sale") with respect to a proposed development including 6-storey 89-unit condominium to be constructed on the Property (the "Project");

AND WHEREAS the Assignee is making available to the Assignor certain credit facilities for the construction of Project pursuant to a credit agreement issued by the Assignor to the Assignee dated February 13, 2022 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Credit Agreement"), and, as security for such credit facilities, the Assignor has agreed to assign to the Assignee, upon the terms and conditions hereinafter set out, all of its right, title and interest in and to the Agreements of Purchase and Sale;

NOW THEREFORE THIS INDENTURE WITNESSETH that, for good and valuable consideration and the sum of TWO (\$2.00) DOLLARS paid by the Assignee to the Assignor, receipt and adequacy whereof is hereby acknowledged,,

1. Subject to the rights of The Sovereign General Insurance Company in respect of all purchaser deposits held by Robins Appleby LLP pursuant to the Deposit Trust Agreement dated December 23, 2021, the Assignor
 - a. hereby transfers, assigns and sets over unto the Assignee all of its right, title and interest in and to the Agreements of Purchase and Sale and all benefits and

Page 2

advantages to be derived therefrom and including any deposits as general and continuing security for the repayment of the said indebtedness to the Assignee and all interest thereon and all costs, charges and expenses arising therefrom; and

- b. the Assignor shall provide to the Assignee, copies of such Agreements of Purchase and Sale and any Amending Agreements thereto, forthwith upon execution of same by the Assignor.
2. The Assignee and its nominees are hereby empowered to exercise and enjoy all rights and powers conferred to the Assignor pursuant to the Agreements of Purchase and Sale, provided that nothing herein contained shall obligate the Assignee to so do nor shall anything contained herein be deemed to have the effect of making the Assignee responsible for the performance of the obligations of the Assignor pursuant to the Agreements of Purchase and Sale.
3. Any and all rights of the Assignee under this Agreements may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee.
4. This Agreement and the security interest hereby conferred in favour of the Assignee are in addition to not in substitution for any other security held by the Assignee and shall not operate as a merger of any debt or suspend the fulfilment of, or effect the rights, remedies and powers of the Assignee in respect of the indebtedness of the Assignor to the Assignee or in respect of any securities held by the Assignee for the fulfilment thereof.
5. Upon payment in full of the indebtedness of the Assignor to the Assignee and all other costs, charges and expenses related thereto, the Assignee shall execute and deliver a re-assignment of the Agreements of Purchase and Sale upon the request and at the expense of the Assignor.
6. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until default shall occur under the terms and provision of this Agreement or a default shall occur in the repayment of the aforesaid indebtedness or under the terms of the security documents executed by the undersigned in connection with the indebtedness, but upon the occurrence of any such default, the Assignee shall immediately be entitled to exercise any of the rights and privileges afforded it pursuant to this Agreement.
7. The Assignor covenants and agrees that it will from time to time at the request of the Assignee and at the Assignor's cost do such further and other things and execute and deliver such further and other documents, assignments and assurances as the Assignee may require in order to more fully and effectually give force and effect to the within Agreement.
8. This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor" and "Assignee" wherever used herein and designated as such and their respective heirs, administrators, successors and assigns and all words and phrases shall be taken to include the singular

Page 3

or plural and masculine, feminine or neuter gender, as may fit the case.

THIS AGREEMENT shall be binding upon the Assignor and its successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF the Assignor has duly executed this Assignment.

MONDE DEVELOPMENT GROUP INC.



Per:
Name: Majid Hamid
Title: President and Secretary
I have authority to bind the corporation.

Page 4

SCHEDULE “A”

Part Lot 31, Concession 2 Darlington, as in D517064; S/T N157141; Clarington, Subject to An Easement as in DR2039533, being all of PIN 26591-0010 (LT) (LT) and municipally known as 1607 King Street East, Clarington, Ontario.

This is Exhibit "J" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

ASSIGNMENT OF INTEREST IN INSURANCE POLICIES AND PROCEEDS

TO: MERIDIAN CREDIT UNION LIMITED

RE: Loan from Meridian Credit Union Limited (the “**Lender**”) to Monde Development Group Inc. (the “**Borrower**”) secured by, inter alia, a collateral first charge granted by the Borrower over lands known municipally as 1607 King Street East, Clarington, Ontario as denoted in PIN 26591-0010 (LT) (the “**Property**”)

IN CONSIDERATION OF the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned, the undersigned hereby transfers, assigns and sets over to the Lender all of its right, title and interest in or to the policies of insurance affecting the Property, certificates of which are attached hereto as Schedule “A”, and to all monies which may become payable to it under or by virtue of them to the extent of any monies then owing to the Lender.

[Signatures on Following Page]

DATED this 30th day of May, 2022

MONDE DEVELOPMENT GROUP INC.

Per:

Name: Majid Hamid

Title: President and Secretary

I have the authority to bind the corporation

SCHEDULE “A”
POLICIES OF INSURANCE

61413748.1

This is Exhibit "K" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gowling WLG (Canada) LLP - Toronto - Mar
Docket : G10104369
Search ID : 1069372
Date Processed : 2/9/2026 12:58:54 PM
Report Type : PPSA Electronic Response
Search Conducted on : MONDE DEVELOPMENT GROUP 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

RESPONSE CONTAINS: APPROXIMATELY 6 FAMILIES and 10 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 500032944 EXPIRY DATE : 06NOV 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20231106 1422 1902 9347 REG TYP: P PPSA REG PERIOD: 06
02 IND DOB : IND NAME:
03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
OCN :
04 ADDRESS : 219 DUFFERIN ST.
CITY : TORONTO PROV: ON POSTAL CODE: M6K 3J1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MERIDIAN ONECAP CREDIT CORP.
09 ADDRESS : 204 - 3185 WILLINGDON GREEN
CITY : BURNABY PROV: BC POSTAL CODE: V5G 4P3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 30DEC1899
YEAR MAKE MODEL V.I.N.
11 2023 BOBCAT T770 AT6344343
12

GENERAL COLLATERAL DESCRIPTION

13 COMPACT TRACK LOADER(S), LOADER(S) TOGETHER WITH ALL ATTACHMENTS
14 ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
15 IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
16 AGENT: MERIDIAN ONECAP
17 ADDRESS : 4710 KINGSWAY
CITY : BURNABY PROV: BC POSTAL CODE: V5H 4M2

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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 6 ENQUIRY PAGE : 2 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 500032944 EXPIRY DATE : 06NOV 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20231106 1422 1902 9347 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

13 INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
14 RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
15 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 6 ENQUIRY PAGE : 3 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 500032944 EXPIRY DATE : 06NOV 2029 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20231106 1422 1902 9347 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
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GENERAL COLLATERAL DESCRIPTION
13 COLLATERAL.
14
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 6 ENQUIRY PAGE : 4 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 522404865 EXPIRY DATE : 28NOV 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20251128 1501 1031 1006 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
OCN :
04 ADDRESS : 302 PINEHURST DR
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTRY OF FINANCE
09 ADDRESS : 400-130 DUFFERIN AVENUE
CITY : LONDON PROV: ON POSTAL CODE: N6A 6G8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X 5834
YEAR MAKE MODEL V.I.N.
11 2016 HARLEY DAVIDSON VNA 5HD1HHHA7GC804756
12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH, 105-134-417, MOL

17 ADDRESS : 400-130 DUFFERIN AVENUE, (130/746)

CITY : LONDON PROV: ON POSTAL CODE: N6A 6G8

END OF FAMILY

*** 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 6 ENQUIRY PAGE : 5 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 780005475 EXPIRY DATE : 28JAN 2032 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20220128 1654 1793 0777 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
 OCN :
 04 ADDRESS : 302 PINEHURST DRIVE
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6J4X3
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 THE SOVEREIGN GENERAL INSURANCE COMPANY
 09 ADDRESS : ONE YORK STREET, SUITE 1400
 CITY : TORONTO PROV: ON POSTAL CODE: M5J0B6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION

13 SECURITY INTEREST IN DEPOSIT MONIES PURSUANT TO A DEPOSIT TRUST
 14 AGREEMENT DATED DECEMBER 23, 2021 WITH RESPECT TO AN 89 UNIT
 15 CONDOMINIUM COMPLEX LOCATED AT 1607 KING STREET EAST, COURTICE AND
 16 AGENT: ROBINS APPLEBY LLP (AWEAVER - 2200008)
 17 ADDRESS : 120 ADELAIDE ST. WEST SUITE 2600
 CITY : TORONTO PROV: ON POSTAL CODE: M5H1T1

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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 6 ENQUIRY PAGE : 6 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 780005475 EXPIRY DATE : 28JAN 2032 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220128 1654 1793 0777 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 KNOWN AS "MONDRIA 1"
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 6 ENQUIRY PAGE : 7 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 781550676 EXPIRY DATE : 30MAR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220330 0850 1590 4998 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
OCN :
04 ADDRESS : 302 PINEHURST DRIVE
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3
05 IND DOB : 24SEP1967 IND NAME: MAJID HAMID
06 BUS NAME:
OCN :
07 ADDRESS : 302 PINEHURST DRIVE
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3

08 SECURED PARTY/LIEN CLAIMANT :
MARSHALLZEHR GROUP INC.
09 ADDRESS : 412 ALBERT ST., SUITE 100
CITY : WATERLOO PROV: ON POSTAL CODE: N2L 3V3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CHAITONS LLP (GSA/JW/69614)

17 ADDRESS : 5000 YONGE STREET, 10TH FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2N 7E9

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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 6 ENQUIRY PAGE : 8 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 781550676 EXPIRY DATE : 30MAR 2027 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20220330 0850 1590 4998 REG TYP: REG PERIOD:
02 IND DOB : 22SEP1971 IND NAME: HINA MAJID
03 BUS NAME:
OCN :
04 ADDRESS : 302 PINEHURST DRIVE
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 6 ENQUIRY PAGE : 9 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 781550685 EXPIRY DATE : 30MAR 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20220330 0851 1590 4999 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
OCN :
04 ADDRESS : 302 PINEHURST DRIVE
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
MARSHALLZEHR GROUP INC.
09 ADDRESS : 412 ALBERT ST., SUITE 100
CITY : WATERLOO PROV: ON POSTAL CODE: N2L 3V3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CHAITONS LLP (GAR/JW/69614)

17 ADDRESS : 5000 YONGE STREET, 10TH FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2N 7E9

END OF FAMILY

*** 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: MONDE DEVELOPMENT GROUP INC.

FILE CURRENCY: February 8, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 6 ENQUIRY PAGE : 10 OF 10

SEARCH : BD : MONDE DEVELOPMENT GROUP INC.

00 FILE NUMBER : 783400248 EXPIRY DATE : 27MAY 2032 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20220527 1626 1590 4420 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: MONDE DEVELOPMENT GROUP INC.
 OCN :
 04 ADDRESS : 302 PINEHURST DRIVE
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 4X3
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 MERIDIAN CREDIT UNION LIMITED
 09 ADDRESS : 75 CORPORATE PARK DRIVE
 CITY : ST. CATHARINES PROV: ON POSTAL CODE: L2S 3W3
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.
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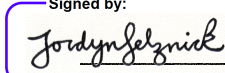
GENERAL COLLATERAL DESCRIPTION

13 NOTICE - SECURITY AGREEMENT CONTAINS COVENANT BY DEBTOR NOT TO GRANT
 14 SECURITY INTEREST IN OR TRANSFER TO THIRD PARTIES THE COLLATERAL
 15 WITHOUT THE CONSENT OF THE SECURED PARTY.
 16 AGENT: MILLER THOMSON LLP (TORONTO)
 17 ADDRESS : 5800-40 KING ST W
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3S1
 LAST SCREEN

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

This is Exhibit "L" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

A handwritten signature in black ink that reads "Jordyn Selznick". The signature is written in a cursive style with a loop at the end of the last name.

85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Guarantee and Postponement of Claim

To: MERIDIAN CREDIT UNION LIMITED:
(hereinafter called the "Credit Union")

For Valuable Consideration Majid Hamid
(hereinafter called the "Guarantor")

hereby guarantees payment of the liabilities of Monde Development Grop Inc.
(hereinafter referred to as the "Member")

to the Credit Union and agrees to the following Terms and Conditions:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all necessary grammatical changes, each reference to the Guarantor shall include each and every one of the undersigned severally and this Guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. The Credit Union may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Member, with other parties and with securities as the Credit Union may see fit. The Credit Union may apply all moneys received from the Member or others, or from securities, upon such part of the Member's liability as it may think best, without prejudice to and without in any way limiting or lessening the liability of the Guarantor under this Guarantee.
3. Neither the failure of the Credit Union to take any security that the parties hereto contemplated it would take nor the failure of the Credit Union to perfect any security taken shall prejudice, or in any way limit or lessen the liability of the Guarantor under, this Guarantee.
4. No loss of or in respect of securities received by the Credit Union from the Member or any other person, whether occasioned through the fault of the Credit Union or otherwise, shall discharge pro tanto, limit or lessen the liability of the Guarantor under this Guarantee.
5. This Guarantee shall be binding on the Guarantor as a continuing guarantee and shall cover any present liabilities of the Member to the Credit Union, all liabilities incurred after the date hereof whether from dealings between the Credit Union and the Member or from any other dealings by which the Member may become in any manner whatever liable to the Credit Union and any ultimate balance due or remaining due to the Credit Union. The Guarantor, or the executors, administrators or successors of the Guarantor, may determine further liability under this Guarantee by written notice to the Credit Union; and this Guarantee shall not apply to any liabilities of the Member to the Credit Union incurred after the expiration of thirty days from the date of receipt of such notice by the Credit Union.
6. Any change in the name of the Member, or any change in the membership of the Member's firm, shall not affect or in any way limit or lessen the liability of the Guarantor hereunder. This Guarantee shall also extend to any person, firm or corporation acquiring or from time to time carrying on the business of the Member.
7. All moneys, advances, renewals and credits in fact borrowed or obtained from the Credit Union shall be deemed to form part of the liabilities hereby guaranteed notwithstanding any incapacity, disability or lack or limitation of status or of power of the Member or of the directors, partners or agents thereof, notwithstanding that the Member may not be a legal entity, and notwithstanding any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits. Any amount which may not be recoverable from the Guarantor on the basis of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Credit Union after demand therefor has hereinafter provided.
8. Any account settled or stated by or between the Credit Union and the Member shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Member to the Credit Union is so due.
9. Should the Credit Union receive from the Guarantor any payment or payments, either in full or on account of the liability under this Guarantee, the Guarantor shall not be entitled to claim repayment against the Member or the Member's estate until the Credit Union's claims against the Member have been paid in full. In case of any liquidation, winding up or bankruptcy of the Member, or in the event that the Member shall make a sale of any of the Member's assets within the bulk transfer provisions of any applicable legislation, or in the case of any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue liable up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Credit Union by the Member. In the event of the valuation by the Credit Union of any of its securities and/or the retention thereof the Credit Union, such valuation and/or retention shall not, as between the Credit Union and the Guarantor, be considered as a purchase of such securities, or as payment, satisfaction or reduction of the Member's liabilities to the Credit Union, or any part thereof.
10. The Guarantor shall make payment to the Credit Union of the amount of the liability of the Member forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when an envelope containing the demand and addressed to the Guarantor at the last address of the Guarantor known to the Credit Union is deposited, postage prepaid and registered, in the Post Office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the liabilities of the Member to the Credit Union. Furthermore, when demand for payment has been made, the Guarantor shall also be liable to the Credit Union for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Credit Union resulting from any action instituted on the basis of this Guarantee.
11. For the further security of the Credit Union the Guarantor agrees that:
 - (a) Any debts and claims against the Member now or at any time hereafter held by the Guarantor are and shall be held by the Guarantor for the further security of the Credit Union, and as between the Guarantor and the Credit Union are hereby postponed to the debts and claims against the Member now or at any time hereafter held by the Credit Union. Any such debts and claims of the Guarantor shall be held in trust for the Credit Union, shall be collected, enforced or proved subject to and for the purposes of this agreement and any moneys received by the Guarantor in respect thereof shall be paid over to the Credit Union on account of the Credit Union's debts and claims. No such debt or claim of the Guarantor against the Member shall be released or withdrawn by the Guarantor unless the Credit Union's written consent to such release or withdrawal is first obtained. The Guarantor shall not permit the prescription of any such debt or claim by any statute of limitations, assign any such debt or claim to any person other than the Credit Union, or ask for or obtain any security, negotiable paper or other evidence of any such debt or claim except for the purpose of delivering the same to the Credit Union. The Credit Union may at any time give notice to the Member requiring the Member to pay to the Credit Union all or any of such debts or claims of the Guarantor against the Member, and in such event such debts and claims are hereby assigned and transferred to the Credit Union. In the event of the liquidation, winding up or bankruptcy of the Member, or in the event that the Member shall make a sale of any of the Member's assets within the bulk transfer provisions of any applicable legislation, or in the event of any composition with creditors or scheme of arrangement, any and all dividends or other moneys which may be due or payable to the Guarantor in respect of the debts or claims of the Guarantor against the Member are hereby assigned and transferred to

and shall be due and be paid to the Credit Union, and for such payment to the Credit Union this shall be a sufficient warrant and authority to any person making the same. The Guarantor shall, at any time and from time to time at the request of and as required by the Credit Union, make execute and deliver all statements of claims, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Credit Union under and by virtue of this instrument.

- (b) The provisions of this clause are independent of and severable from the provisions of clauses 1-10 of this Guarantee and Postponement of Claim and shall remain in force whether or not the Guarantor is liable for any amount under clauses 1-10 and clause 18 and whether or not the Credit Union has received the notice referred to in paragraph 5. The provisions of this clause may, however, be terminated by the Guarantor, by written notice given to the Credit Union at any time when the Guarantor is not liable for any amount under clauses 1-10 and clause 18 by reason of the fact that the Member is not indebted or liable to the Credit Union.
- 12. The Credit Union shall not be bound to exhaust its recourse against the Member, other parties or the securities it may hold before being entitled to payment from the Guarantor under this Guarantee.
- 13. This Guarantee is given in addition to and without prejudice to any securities of any kind, including any guarantees and postponement agreements, whether or not in the same form as this instrument, now or hereafter held by the Credit Union.
- 14. There are no representations, collateral agreements or conditions with respect to this instrument, or affecting the Guarantor's liability hereunder, other than those contained herein.
- 15. The terms and conditions set out in this Guarantee shall not merge with any judgment which may be obtained against the Guarantor or the Member.
- 16. This instrument shall be construed in accordance with the laws of the Province of Ontario. The Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of Ontario, and the Guarantor hereby agrees to accept and submit to the jurisdiction of the said courts, to acknowledge their competence, and to be bound by any judgement thereof. Nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.
- 17. This Guarantee and Postponement of Claim shall extend to and enure to the benefit of the successors and assigns of the Credit Union, and shall be binding upon the Guarantor and the heirs, executors and administrators or the successors and assigns of the Guarantor.
- 18. WITH RESPECT TO THE LIABILITIES OF Monde Development Grop Inc.

The liability of the Guarantor hereunder shall be unlimited
and shall bear interest from the date of demand for payment as heretofore provided.

Signed, Sealed and Delivered this 30th day of May, 2022 at Toronto, Ontario

To be completed
by individuals,
partners or sole
proprietors

Signature of Witness

Signature of Guarantor

Signature of Witness

Signature of Guarantor

To be completed
by incorporated
businesses

Per
Authorized Signing Official

Title

Per
Authorized Signing Official

Title

Meridian™ Majit Hamid
Resolution of Directors - Corporate Guarantee

WHEREAS it is deemed expedient and in the best interest of the Corporation that it lend assistance to Monde Development Grop Inc. in connection with its borrowings both present and future, from **MERIDIAN CREDIT UNION LIMITED.**

1. That the Corporation do guarantee payment to **MERIDIAN CREDIT UNION LIMITED** of all present and future debts and liabilities, including interest, at any time owing by Monde Development Grop Inc. to the said Credit Union, and, that the liability of the Corporation shall be unlimited together with interest from the date of demand for payment. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the liabilities of the member to the Credit Union.
2. That the Corporation do further secure **MERIDIAN CREDIT UNION LIMITED** by postponing all debts and claims, present and future, of the Corporation against Monde Development Grop Inc. to the debts and claims of the said Credit Union against Monde Development Grop Inc.
3. That the Guarantee and Postponement of Claim upon the said Credit Union's form no. 3051 a copy of which has been submitted to the Corporation, be and it is hereby approved as containing a correct statement of the terms and conditions upon which the said Guarantee and Postponement are to be made and that the said Guarantee and Postponement of Claim be executed for and in the name of the Corporation and under its corporate seal by the _____ with such alterations, additions, amendments and deletions as they may approve; and execution by them shall be conclusive evidence of such approval and that the Guarantee and Postponement of Claim authorized by this resolution.
4. That to secure the obligation and liability of this Corporation to the Credit Union under the aforementioned guarantee, this Corporation give security to the Credit Union by way of _____ a specimen of which has been submitted to the Corporation.

Where no security will be taken to support the Guarantee, "Delete" and "Initial"

CERTIFICATE

It is hereby certified by the undersigned, Secretary of Majit Hamid that the foregoing is a true copy of a resolution of the directors of the above-named Corporation in accordance with the Charter and/or Articles and the By-laws of the Corporation and all other laws governing the Corporation, and that the said resolution was in full force and effect at the time the guarantee was signed, and, that there were, at the time of signing of the guarantee, no unanimous shareholder agreements which restrict or limit the ability of the Corporation to enter into or forfeit the terms of the guarantee.

It is further certified that at the time the guarantee was signed by _____ who held the office(s) of _____ in the above-named Corporation.

Given at _____ this _____ day of _____, 20____.

Secretary c/s

OR

The undersigned being all if the Directors of Majit Hamid hereby sign the foregoing resolution this _____ day of _____, 20____.

Guarantee and Postponement of Claim

To: MERIDIAN CREDIT UNION LIMITED:
(hereinafter called the "Credit Union")

For Valuable Consideration Hina Majid
(hereinafter called the "Guarantor")

hereby guarantees payment of the liabilities of Monde Development Group Inc.
(hereinafter referred to as the "**Member**")

to the Credit Union and agrees to the following Terms and Conditions:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all necessary grammatical changes, each reference to the Guarantor shall include each and every one of the undersigned severally and this Guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. The Credit Union may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Member, with other parties and with securities as the Credit Union may see fit. The Credit Union may apply all moneys received from the Member or others, or from securities, upon such part of the Member's liability as it may think best, without prejudice to and without in any way limiting or lessening the liability of the Guarantor under this Guarantee.
3. Neither the failure of the Credit Union to take any security that the parties hereto contemplated it would take nor the failure of the Credit Union to perfect any security taken shall prejudice, or in any way limit or lessen the liability of the Guarantor under, this Guarantee.
4. No loss of or in respect of securities received by the Credit Union from the Member or any other person, whether occasioned through the fault of the Credit Union or otherwise, shall discharge pro tanto, limit or lessen the liability of the Guarantor under this Guarantee.
5. This Guarantee shall be binding on the Guarantor as a continuing guarantee and shall cover any present liabilities of the Member to the Credit Union, all liabilities incurred after the date hereof whether from dealings between the Credit Union and the Member or from any other dealings by which the Member may become in any manner whatever liable to the Credit Union and any ultimate balance due or remaining due to the Credit Union. The Guarantor, or the executors, administrators or successors of the Guarantor, may determine further liability under this Guarantee by written notice to the Credit Union; and this Guarantee shall not apply to any liabilities of the Member to the Credit Union incurred after the expiration of thirty days from the date of receipt of such notice by the Credit Union.
6. Any change in the name of the Member, or any change in the membership of the Member's firm, shall not affect or in any way limit or lessen the liability of the Guarantor hereunder. This Guarantee shall also extend to any person, firm or corporation acquiring or from time to time carrying on the business of the Member.
7. All moneys, advances, renewals and credits in fact borrowed or obtained from the Credit Union shall be deemed to form part of the liabilities hereby guaranteed notwithstanding any incapacity, disability or lack or limitation of status or of power of the Member or of the directors, partners or agents thereof, notwithstanding that the Member may not be a legal entity, and notwithstanding any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits. Any amount which may not be recoverable from the Guarantor on the basis of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Credit Union after demand therefor has hereinafter provided.
8. Any account settled or stated by or between the Credit Union and the Member shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Member to the Credit Union is so due.
9. Should the Credit Union receive from the Guarantor any payment or payments, either in full or on account of the liability under this Guarantee, the Guarantor shall not be entitled to claim repayment against the Member or the Member's estate until the Credit Union's claims against the Member have been paid in full. In case of any liquidation, winding up or bankruptcy of the Member, or in the event that the Member shall make a sale of any of the Member's assets within the bulk transfer provisions of any applicable legislation, or in the case of any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue liable up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Credit Union by the Member. In the event of the valuation by the Credit Union of any of its securities and/or the retention thereof the Credit Union, such valuation and/or retention shall not, as between the Credit Union and the Guarantor, be considered as a purchase of such securities, or as payment, satisfaction or reduction of the Member's liabilities to the Credit Union, or any part thereof.
10. The Guarantor shall make payment to the Credit Union of the amount of the liability of the Member forthwith after demand therefor is made in writing. Such demand shall be deemed to have been made when an envelope containing the demand and addressed to the Guarantor at the last address of the Guarantor known to the Credit Union is deposited, postage prepaid and registered, in the Post Office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the liabilities of the Member to the Credit Union. Furthermore, when demand for payment has been made, the Guarantor shall also be liable to the Credit Union for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Credit Union resulting from any action instituted on the basis of this Guarantee.
11. For the further security of the Credit Union the Guarantor agrees that:
 - (a) Any debts and claims against the Member now or at any time hereafter held by the Guarantor are and shall be held by the Guarantor for the further security of the Credit Union, and as between the Guarantor and the Credit Union are hereby postponed to the debts and claims against the Member now or at any time hereafter held by the Credit Union. Any such debts and claims of the Guarantor shall be held in trust for the Credit Union, shall be collected, enforced or proved subject to and for the purposes of this agreement and any moneys received by the Guarantor in respect thereof shall be paid over to the Credit Union on account of the Credit Union's debts and claims. No such debt or claim of the Guarantor against the Member shall be released or withdrawn by the Guarantor unless the Credit Union's written consent to such release or withdrawal is first obtained. The Guarantor shall not permit the prescription of any such debt or claim by any statute of limitations, assign any such debt or claim to any person other than the Credit Union, or ask for or obtain any security, negotiable paper or other evidence of any such debt or claim except for the purpose of delivering the same to the Credit Union. The Credit Union may at any time give notice to the Member requiring the Member to pay to the Credit Union all or any of such debts or claims of the Guarantor against the Member, and in such event such debts and claims are hereby assigned and transferred to the Credit Union. In the event of the liquidation, winding up or bankruptcy of the Member, or in the event that the Member shall make a sale of any of the Member's assets within the bulk transfer provisions of any applicable legislation, or in the event of any composition with creditors or scheme of arrangement, any and all dividends or other moneys which may be due or payable to the Guarantor in respect of the debts or claims of the Guarantor against the Member are hereby assigned and transferred to

and shall be due and be paid to the Credit Union, and for such payment to the Credit Union this shall be a sufficient warrant and authority to any person making the same. The Guarantor shall, at any time and from time to time at the request of and as required by the Credit Union, make execute and deliver all statements of claims, proofs of claim, assignments and other documents and do all matters and things which may be necessary or advisable for the protection of the rights of the Credit Union under and by virtue of this instrument.

- (b) The provisions of this clause are independent of and severable from the provisions of clauses 1-10 of this Guarantee and Postponement of Claim and shall remain in force whether or not the Guarantor is liable for any amount under clauses 1-10 and clause 18 and whether or not the Credit Union has received the notice referred to in paragraph 5. The provisions of this clause may, however, be terminated by the Guarantor, by written notice given to the Credit Union at any time when the Guarantor is not liable for any amount under clauses 1-10 and clause 18 by reason of the fact that the Member is not indebted or liable to the Credit Union.
12. The Credit Union shall not be bound to exhaust its recourse against the Member, other parties or the securities it may hold before being entitled to payment from the Guarantor under this Guarantee.
13. This Guarantee is given in addition to and without prejudice to any securities of any kind, including any guarantees and postponement agreements, whether or not in the same form as this instrument, now or hereafter held by the Credit Union.
14. There are no representations, collateral agreements or conditions with respect to this instrument, or affecting the Guarantor's liability hereunder, other than those contained herein.
15. The terms and conditions set out in this Guarantee shall not merge with any judgment which may be obtained against the Guarantor or the Member.
16. This instrument shall be construed in accordance with the laws of the Province of Ontario. The Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of Ontario, and the Guarantor hereby agrees to accept and submit to the jurisdiction of the said courts, to acknowledge their competence, and to be bound by any judgment thereof. Nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.
17. This Guarantee and Postponement of Claim shall extend to and enure to the benefit of the successors and assigns of the Credit Union, and shall be binding upon the Guarantor and the heirs, executors and administrators or the successors and assigns of the Guarantor.
18. WITH RESPECT TO THE LIABILITIES OF Monde Development Group Inc.

The liability of the Guarantor hereunder shall be limited to the sum of \$ 3,000,000.00
and shall bear interest from the date of demand for payment as heretofore provided.

Signed, Sealed and Delivered this 30th day of May, 2022 at Toronto, Ontario

To be completed by individuals, partners or sole proprietors

Signature of Witness

Signature of Guarantor

Signature of Witness

Signature of Guarantor

To be completed by incorporated businesses

Per Authorized Signing Official Title

Per Authorized Signing Official Title

Meridian™

Hina Majit

Resolution of Directors - Corporate Guarantee

WHEREAS it is deemed expedient and in the best interest of the Corporation that it lend assistance to Monde Development Group Inc. in connection with its borrowings both present and future, from MERIDIAN CREDIT UNION LIMITED.

1.

That the Corporation do guarantee payment to MERIDIAN CREDIT UNION LIMITED of all present and future debts and liabilities, including interest, at any time owing by Monde Development Group Inc. to the said Credit Union, and, that the liability of the Corporation shall be limited to the sum of \$ 3,000,000.00 together with interest from the date of demand for payment. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the liabilities of the member to the Credit Union.
2.

That the Corporation do further secure MERIDIAN CREDIT UNION LIMITED by postponing all debts and claims, present and future, of the Corporation against Monde Development Group Inc. to the debts and claims of the said Credit Union against Monde Development Group Inc.
3.

That the Guarantee and Postponement of Claim upon the said Credit Union's form no. 3051 a copy of which has been submitted to the Corporation, be and it is hereby approved as containing a correct statement of the terms and conditions upon which the said Guarantee and Postponement are to be made and that the said Guarantee and Postponement of Claim be executed for and in the name of the Corporation and under its corporate seal by the with such alterations, additions, amendments and deletions as they may approve; and execution by them shall be conclusive evidence of such approval and that the Guarantee and Postponement of Claim authorized by this resolution.
4.

That to secure the obligation and liability of this Corporation to the Credit Union under the aforementioned guarantee, this Corporation give security to the Credit Union by way of a specimen of which has been submitted to the Corporation.

Where no security will be taken to support the Guarantee, "Delete" and "Initial"

CERTIFICATE

It is hereby certified by the undersigned, Secretary of Hina Majit that the foregoing is a true copy of a resolution of the directors of the above-named Corporation in accordance with the Charter and/or Articles and the By-laws of the Corporation and all other laws governing the Corporation, and that the said resolution was in full force and effect at the time the guarantee was signed, and, that there were, at the time of signing of the guarantee, no unanimous shareholder agreements which restrict or limit the ability of the Corporation to enter into or forfeit the terms of the guarantee.

It is further certified that at the time the guarantee was signed by who held the office(s) of in the above-named Corporation.

Given at this day of , 20 .

c/s
Secretary

OR

The undersigned being all if the Directors of Hina Majit hereby sign the foregoing resolution this day of , 20 .

LETTER OF INDEPENDENT LEGAL ADVICE

To: MERIDIAN CREDIT UNION LIMITED
75 Corporate Park Drive
St Catharines, ON L2S 3W2
Date: June 2, 2022

Re: Meridian Credit Union Limited (the "Lender") loan to Mondo Development Group Inc. as
guaranteed by Majid Hamid and Hina Majid (the "Obligant") pursuant to a credit agreement dated
as of February 13, 2022

Dear Sirs and/or Mesdames:

I have been consulted by the Obligant as to the liability which she would incur by taking the
following action: namely, signing and/or endorsing the following the security documents in favour of the
Lender:

- 1. a Limited Guarantee;
- 2. a Environmental Undertaking and Indemnity Agreement;
- 3. a Non-Mortgage Acknowledgement; and
- 4. a Guar. Covenant and Protect Completion Agreement.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant
would incur by taking it, and the manner in which that liability could be enforced. The Obligant
understands the nature and effect of and the liability which would arise from the taking by the Obligant of
that action. I have given this advice to the Obligant as solicitor for and in the Obligant's interest only and
without regard to or consideration for the interests of the Borrower and/or the Lender. I have not given
any legal advice either to the Borrower and/or to the Lender in connection with this matter.

(Name, address and telephone number of law firm)

Eli Gutsstadt, Seon Gutsstadt, Lash LLP
19073 Hurontario Street, Caledon,
Ontario L7X 1X3
647.395.1947

Yours truly,

Eli Gutsstadt

I hereby acknowledge that all the statements made in the foregoing letter are true and correct.
Neither the Borrower, Majid Hamid and/or the Lender nor any of the officers, employees or agents of
either of the Borrower and/or the Lender have used any compulsion or made any threat or exercised any
undue influence to induce me to take the action mentioned in the above letter. Eli Gutsstadt the writer of
such letter in advising me as stated herein, was consulted by me as my personal solicitor and in my own
interest only.


Hina Majid

cc: Hina Majid

This is Exhibit "M" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Jordyn Selznick

85DECE931990255

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



LAND
REGISTRY
OFFICE #40

26591-0281 (LT)

PAGE 1 OF 3
PREPARED FOR osamsonova01
ON 2026/06/01 AT 08:06:44

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

<u>PROPERTY DESCRIPTION:</u>	PART LOT 31, CONCESSION 2, TOWNSHIP OF DARLINGTON, PART 1 PLAN 40R32249; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 40R32249 AS IN DR2039533; SUBJECT TO AN EASEMENT AS IN DR2323809; MUNICIPALITY OF CLARINGTON		
<u>PROPERTY REMARKS:</u>	FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2023/07/05.		
<u>ESTATE/QUALIFIER:</u>	<u>RECENTLY:</u>	<u>PIN CREATION DATE:</u>	
FEE SIMPLE	RE-ENTRY FROM 26591-0280	2023/07/05	
LT ABSOLUTE PLUS			
<u>OWNERS' NAMES</u>	<u>CAPACITY</u>	<u>SHARE</u>	
MONDE DEVELOPMENT GROUP INC.	ROWN		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
N107317	1982/05/31	AGREEMENT			THE CORPORATION OF THE TOWN OF NEWCASTLE	C
N125623	1985/12/19	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
DR1783396	2019/03/29	TRANSFER	\$1,225,000	CMRAS INVESTMENTS LTD.	5013264 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
DR1954688	2020/12/11	APL CH NAME OWNER		5013264 ONTARIO INC.	MONDE DEVELOPMENT GROUP INC.	C
DR2039533	2021/08/16	TRANSFER EASEMENT	\$2	MONDE DEVELOPMENT GROUP INC.	ROGERS COMMUNICATIONS INC.	C
DR2095838	2022/02/01	NOTICE		THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON	MONDE DEVELOPMENT GROUP INC.	C
REMARKS: SITE PLAN						
DR2117363	2022/04/01	CHARGE	\$12,000,000	MONDE DEVELOPMENT GROUP INC.	THE SOVEREIGN GENERAL INSURANCE COMPANY	C
DR2119823	2022/04/08	CHARGE	\$8,000,000	MONDE DEVELOPMENT GROUP INC.	MARSHALLZEHR GROUP INC.	C
DR2119843	2022/04/08	NO ASSGN RENT GEN		MONDE DEVELOPMENT GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: DR2119823						
DR2119864	2022/04/08	POSTPONEMENT		THE SOVEREIGN GENERAL INSURANCE COMPANY	MARSHALLZEHR GROUP INC.	C
REMARKS: DR2117363 TO DR2119823						
DR2144654	2022/06/17	CHARGE	\$35,000,000	MONDE DEVELOPMENT GROUP INC.	MERIDIAN CREDIT UNION LIMITED	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 #40

26591-0281 (LT)

PAGE 2 OF 3
PREPARED FOR osamsonova01
ON 2026/06/01 AT 08:06:44

* 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
DR2144655	2022/06/17	NO ASSGN RENT GEN		MONDE DEVELOPMENT GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2144654.						
DR2144663	2022/06/17	POSTPONEMENT		THE SOVEREIGN GENERAL INSURANCE COMPANY	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2117363 TO DR2144654, DR2144655.						
DR2144664	2022/06/17	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2119823 TO DR2144654, DR2144655.						
DR2204147	2023/01/16	NOTICE		THE REGIONAL MUNICIPALITY OF DURHAM		C
40R32249	2023/07/05	PLAN REFERENCE				C
DR2243647	2023/07/05	APL ABSOLUTE TITLE		MONDE DEVELOPMENT GROUP INC.	MONDE DEVELOPMENT GORUP INC.	C
REMARKS: DR2221425						
DR2323809	2024/06/11	TRANSFER EASEMENT	\$2	MONDE DEVELOPMENT GROUP INC.	ENBRIDGE GAS INC.	C
DR2363032	2024/11/19	POSTPONEMENT	\$2	MARSHALLZEHR GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2119843 TO DR2144654, DR2144655						
DR2363033	2024/11/19	NOTICE		MONDE DEVELOPMENT GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2144654						
DR2363039	2024/11/19	POSTPONEMENT		THE SOVEREIGN GENERAL INSURANCE COMPANY	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2117363 TO DR2363033						
DR2363040	2024/11/19	POSTPONEMENT	\$2	MARSHALLZEHR GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2119823 TO DR2363033						
DR2363041	2024/11/19	POSTPONEMENT		MARSHALLZEHR GROUP INC.	MERIDIAN CREDIT UNION LIMITED	C
REMARKS: DR2119823, DR2119843 TO DR2363033						
DR2411748	2025/06/12	NOTICE		MONDE DEVELOPMENT GROUP INC.	MARSHALLZEHR GROUP INC.	C
REMARKS: DR2119823						
DR2411749	2025/06/12	POSTPONEMENT	\$210,933	THE SOVEREIGN GENERAL INSURANCE COMPANY	MARSHALLZEHR GROUP INC.	C
REMARKS: DR2117363 TO DR2411748						
DR2469339	2026/02/03	CONSTRUCTION LIEN	\$210,933	PRAXY CLADDING CORP.		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 #40

26591-0281 (LT)

PAGE 3 OF 3
PREPARED FOR osamsonova01
ON 2026/06/01 AT 08:06:44

* 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
DR2470230	2026/02/06	CONSTRUCTION LIEN	\$200,527	2037012 ONTARIO INC.		C
DR2470731	2026/02/10	CONSTRUCTION LIEN	\$956,216	RESTORATION AID INC.		C
DR2473197	2026/02/23	CONSTRUCTION LIEN	\$61,174	YORK1 WASTE SOLUTIONS LTD.		C
DR2481313	2026/04/02	CERTIFICATE		RESTORATION AID INC.		C
DR2481901	2026/04/08	CERTIFICATE		YORK1 WASTE SOLUTIONS LTD.		C
DR2485834	2026/04/28	CERTIFICATE		2037012 ONTARIO INC.		C
DR2488890	2026/05/11	CERTIFICATE		PRAXY CLADDING CORP.	MONDE DEVELOPMENT GROUP INC. CAPITAL PROJECTS CONSTRUCTION INC. 59 PROJECT MANAGEMENT INC. THE SOVEREIGN GENERAL INSURANCE COMPANY MARSHALLZEHR GROUP INC. MERIDIAN CREDIT UNION LIMITED	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.

This is Exhibit "N" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5... Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

Property Mondria 1 - 1607 King St. E, Courtice

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a pre-construction condominium unit¹. You should be aware of the possibility that it may never be completed.

Important information about your purchase is set out in this document.

You should review your purchase agreement including this document with a lawyer familiar with condominium transactions.

Remember that you have a 10-day period to cancel your purchase.²

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is 09/01/2023 (Month/Day/Year). This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain – It Can Be Terminated by the Vendor³

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Condominium Addendum. In general terms, the Vendor can end your purchase if:

- a. By 05/01/2023 (Month/Day/Year), a set level of sales for the project has not been achieved.
- b. By N/A (Month/Day/Year), certain zoning and/or development approvals have not been obtained.
- c. By 05/01/2023 (Month/Day/Year), satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Condominium Addendum.

1 This information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2) 2 and 4. of the *Condominium Act, 1998*).

2 See *Condominium Act, 1998*, s.73.

3 **Note to Vendor:** insert "n/a" in the date area if any of paragraphs 3(a), (b) or (c) do not apply.



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998⁴. Other recourse (monetary or otherwise) may be limited – you should speak to your lawyer.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

- a. The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ☒ YES ☐ NO
- b. If No, that is, if such a restriction exists, the Vendor's explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. Zoning Status

The Vendor represents, warrants and declares that:

- a. The Vendor has obtained appropriate Zoning Approval for the Building. ☒ YES ☐ NO
- b. If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

- a. Commencement of Construction: has occurred; or, ☒ is expected to occur by 04/01/2022 (Month/Day/Year).
- b. If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

⁴ Interest required to be paid on deposit monies returned to a purchaser is governed by the *Condominium Act, 1998* – see section 82, and section 19 of O. Reg. 48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada rate recalculated every 6 months.



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the Condominium Act, 1998. This document⁵ together with the Condominium Addendum⁶, forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

Prior to signing the purchase agreement or any amendment to it, you should seek advice from a lawyer with respect to the purchase agreement or any amending agreement to the proposed transaction. Also review with your lawyer the disclosure statement required by the condominium act, 1998.

2021-07-03 | 14:35:01 EDT

DATED _____ (Month/Day/Year).

I/We the undersigned acknowledge having received and read this document.

DocuSigned by:

2820484 ONTARIO INC. BILLY SINGH

236E7393EAD344...

Purchaser Signature

2820484 ONTARIO INC. BALWINDER SINGH

Purchaser Name

DocuSigned by:

Steve Ciechan

18BCFE608ACA41C...

Vendor Signature

Monde Development Group Inc.

Vendor Name

⁵ HCRA's expectation is that this document be placed at the front of the purchase agreement. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement.

⁶ This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the *Ontario New Home Warranties Plan Act*.

CONSENT

Vendor: MONDE DEVELOPMENT GROUP INC.

Re: Agreement of Purchase and Sale Re Unit in Mondria 1

I/We consent to receiving commercial electronic messages regarding upcoming communities, current communities, news, events, promotions and all other related communications from MONDE DEVELOPMENT GROUP INC. and or any related entity or entities.

Date: 2021-07-03 | 14:35:01 EDT

I/We reserve our right to withdraw my/our consent at any time which I/we understand can be done by providing written notification to mondria@bakersales.info.

I/We understand that I/we are not required to execute this Consent and that it is not a precondition of entering into the Agreement of Purchase and Sale.

DocuSigned by:

2820484 ONTARIO INC. BILLY SINGH

230E7393EAD344...

Purchaser 2820484 ONTARIO INC. BILLY SINGH

Purchaser

Purchaser

AGREEMENT OF PURCHASE AND SALE

MONDRIA 1

Suite: 201
Unit: 01
Level: 2
Model: Drummond
No. of Parking Unit(s): 1
No. of Locker Unit(s): 1

1. The undersigned, 2820484 ONTARIO INC. BALWINDER SINGH (collectively the "**Purchaser**"), agrees with **Monde Development Group Inc.** (the "**Vendor**" or the "**Declarant**") to purchase the above-described residential unit to be constructed by the Vendor in the condominium building on the Property known as "Mondria 1" and approximately as shown on the sketch annexed hereto as Schedule "Y", including (i) the undivided interest in the common elements appurtenant thereto, (ii) the exclusive use of certain common elements, if any, as set forth in the Condominium Documents, (iii) only if noted above, a parking unit as set out above, (iv) only if noted above, a locker unit as set out above, (items iii and iv to be allocated prior to interim occupancy by the Vendor in its sole discretion) (collectively, the "**Unit**").

2. The Purchaser agrees with the Vendor to purchase the Unit on the terms and conditions contained in this Agreement and the purchase price (the "**Purchase Price**") for the Unit shall be:

\$ 624,900.00 of lawful money of Canada, payable to **Robins Appleby LLP, in trust** (the "**Vendor's Solicitor**" or "**Escrow Agent**") in the following amounts at the following times, by cheque, electronic funds transfer ("**EFT**") or bank draft:

- (a) \$5,000, as an initial deposit due and payable upon the execution of this Agreement of Purchase and Sale (the "Purchase Agreement" or "Agreement");
- (b) \$ 26,245.00, as a further deposit due and payable on the 30th day following execution of this Purchase Agreement, representing together with the amount paid pursuant to Section 2(a), **5.0%** of the Purchase Price;
- (c) \$ 15,623.00, as a further deposit due and payable on 2021-09-26, representing a further **2.5%** of the Purchase Price;
- (d) \$ 15,623.00, as a further deposit due and payable on 2021-12-25, representing a further **2.5%** of the Purchase Price;
- (e) \$ 15,623.00, as a further deposit due and payable on 2022-03-25, representing a further **2.5%** of the Purchase Price;
- (f) \$ 15,623.00, as a further deposit due and payable on 2022-06-28, representing a further **2.5%** of the Purchase Price;
- (g) \$ 31,245.00, as a further deposit by way of a wire transfer, certified cheque or bank draft delivered on the Occupancy Date (as defined herein) representing a further **5.0%** of the Purchase Price; and
- (h) the balance of the Purchase Price, subject to any remaining adjustments, to the Vendor's Solicitor or as the Vendor may in writing direct, on the Unit Transfer Date (as defined herein).

3. The amounts payable under Sections 2(a) to 2(f) (inclusive) are herein each referred to as a "**Deposit**" and collectively, as the "**Deposits**". All Deposits are to be credited towards the Purchase Price on the Unit Transfer Date. The Purchaser shall deliver post-dated cheques, bank drafts or EFT authorizations for the sums set out in Sections 2(a) to 2(f) upon execution of this Purchase Agreement. The Deposits may be released by the Escrow Agent to the Vendor in accordance with Section 8 of Schedule "A" of this Purchase Agreement.

4. Schedules "A1" (if applicable), "A", "B", "C", "X", "Y", and _____ of this Purchase Agreement, as well as all other schedules and amendments included in or attached to this Purchase Agreement, together with the *Ontario New Home Warranty Plan Act's* 'Statement of Critical Dates' and 'Addendum to Agreement of Purchase and Sale' as well as the appendices and/or schedules to the Addendum outlining permitted Early Termination Conditions and Adjustments (collectively, the "**Addendum**"), TARION's Warranty Information Sheet, Ontario's Residential Condominium Buyers' Guide (the "**Guide**"), and HCRA's Condominium Information Sheet, which are attached and form an integral part of this Purchase Agreement. The Purchaser confirms it has read and agrees to be bound by the Schedules, the Addendum, Tarion's Warranty Information Sheet, the Guide and HCRA's Condominium Information Sheet. The Purchaser confirms receipt of those documents referred to in Schedule "C" as may be amended from time to time.

5. This offer to purchase shall be irrevocable by the Purchaser until one minute before midnight on the day which is fifteen (15) days after the date of execution hereof by the Purchaser, as noted below, after which time, if not accepted, this offer shall be null and void and the Deposit referred to in paragraph 2(a) above shall be returned to the Purchaser without interest or deduction. When accepted, this offer shall constitute a binding agreement of purchase and sale wherein time shall in all respects be of the essence. The parties acknowledge and agree that acceptance of this offer shall be conclusively deemed to have been made if this Purchase Agreement is executed by the Vendor and delivered by electronic mail to the Purchaser via the E-mail address provided below or made available for pick up by the Purchaser at the Vendor's sales office on or before the irrevocable date herein set forth, without requiring that notice of acceptance or delivery of a fully executed counterpart of this Agreement be delivered to the Purchaser. This offer to purchase and all accompanying documentation may be prepared by the Vendor and presented to the Purchaser on an electronic device and the execution of all documents may be completed by the parties using an electronic document signature platform.

DATED	2021-07-03		14:35:01	EDT	DocuSigned by:	
						2820484 ONTARIO INC. BILLY SINGH
					PURCHASER'S SIGNATURE:	236E7393EAD3444...
					D.O.B.	1965-03-12 SIN #
					PURCHASER'S SIGNATURE:	
					D.O.B.	SIN #
					E-mail:	bsingh@terraprobe.ca
					PURCHASER'S SOLICITOR:	
					NAME:	
					ADDRESS:	
				PHONE:	Bus: Facsimile:	
				E-mail:		

DATED 2021-07-03 | 18:15:13 EDT

VENDOR'S SOLICITOR ROBINS APPLEBY LLP
Suite 2600 - 120 Adelaide Street West, Toronto, Ontario M5H 1T1
Attn: Tara Welat, Solicitor, or Audrey Weaver, Law Clerk
Phone: (416) 868-1080 Fax: (416) 868-0306
E-mail: aweaver@robapp.com

Monde Development Group Inc.
Per: *Steve Ciechan*
18BCFE608AC41C...

I have authority to bind the Corporation

SCHEDULE "A"
TERMS OF AGREEMENT

DEFINITIONS

6. The following definitions shall have the meanings ascribed to them as set forth below:

- (a) **"Act"** means the Condominium Act, 1998, S.O. 1998, C. 19, as amended;
- (b) **"Agreement"** and/or **"Purchase Agreement"** shall mean this agreement and all schedules thereto as amended from time to time;
- (c) **"Addendum"** has the meaning set out in Section 4 of the Purchase Agreement;
- (d) **"Business Day"** has the meaning set out in the Definitions of the Addendum;
- (e) **"Condominium"** means the condominium which will be registered against the whole or a portion of the Property pursuant to the Act and which will include the Unit;
- (f) **"Condominium Documents"** means the declaration and description which are intended to be registered to create the Condominium, as may be amended from time to time;
- (g) **"Deposit"** or **"Deposits"** has the meaning set out in Section 3 of the Purchase Agreement;
- (h) **"Disclosure Documents"** means the Disclosure Statement together with documentation which includes, *inter alia*, the Condominium's proposed budget for the first year of operation, the proposed declaration, the proposed by-laws, the proposed rules and regulations and the proposed Condominium management agreement provided pursuant to section 72 of the Act;
- (i) **"Disclosure Statement"** means the disclosure statement provided pursuant to section 72 of the Act;
- (j) **"Extras/Upgrades"** has the meaning set out in Section 32(f);
- (k) **"HCRA"** means the Home Construction Regulatory Authority, designated by the *New Home Construction Licensing Act*, 2017, S.O. 2017, c. 33, Sched. 1, as the regulatory authority responsible for regulating and licensing Ontario's home builders and vendors;
- (l) **"HST"** means the harmonized sales tax payable pursuant to the HST Legislation and as of the date of execution of the Purchase Agreement is the rate of 13%;
- (m) **"HST Legislation"** means the *Excise Tax Act* (Canada) and the statutes and regulations that are enacted and passed in order to implement the HST;
- (n) **"HST Rebate"** means the new housing rebates, refunds, credits or the like that are permitted pursuant to the HST Legislation;
- (o) **"ITA"** means the *Income Tax Act* (Canada);
- (p) **"Municipality"** means the municipality in which the Property is situate, being in this case the Municipality of Clarington;
- (q) **"Net HST"** means the difference between the HST included in the Purchase Price and the HST Rebates;
- (r) **"Occupancy"** means the right to use or occupy the Unit in accordance with the Purchase Agreement;
- (s) **"Occupancy Agreement"** has the meaning set out in Section 12;
- (t) **"Occupancy Date"** means the date the Purchaser is provided Occupancy of the Unit;
- (u) **"Occupancy Fees"** has the meaning set out in Section 11(b);
- (v) **"ONHWP"** means the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31, and the regulations thereunder, as may be amended from time to time;
- (w) **"Property"** means the lands and premises upon which the Condominium is constructed or shall be constructed and legally described in Schedule "A" to the proposed Declaration;
- (x) **"Purchaser"** means the purchaser(s) as defined on Section 1 of this Purchase Agreement;
- (y) **"Region"** means the Regional Municipality of Durham;
- (z) **"TARION"** means the Tarion Warranty Corporation designated by the ONHWP to administer the terms and provisions of the ONHWP;
- (aa) **"Unit"** means collectively the Residential Unit described on page 1 of the Agreement as well as all other Parking Unit(s), and/or Locker Unit(s) (if any) included in this Agreement, or by amendment, regardless whether the costs of same are included in or in addition to the Purchase Price, together with their appurtenant common interests;
- (bb) **"Unit Transfer Date"** or **"Closing"** or **"Closing Date"** means that date designated by the Vendor's Solicitor as the final closing date on which a registrable deed/transfer of title to the Unit will be delivered to the Purchaser, which date shall be at least Ten (10) days after written notice is given, in accordance with Section 58 of the Purchase Agreement, by the Vendor's Solicitor to the Purchaser or his or her solicitor that the Condominium Documents (as hereinafter defined) have

been registered. The Unit Transfer Date may be extended from time to time, upon the delivery of five (5) days written notice to the Purchaser, in accordance with Section 58 of the Purchase Agreement;

- (cc) “**Vendor**” means the vendor as defined on Section 1 of this Purchase Agreement, and its successors and assigns.
- (dd) “**Vendor’s Solicitor**” means the firm as defined on section 1 of this Purchase Agreement.

ACKNOWLEDGEMENT OF LISTING AGENT

7. Purchasers acknowledge that the interests of the Vendor are represented by **Baker Real Estate Incorporated**, or such other agent or brokerage as may be engaged by the Vendor from time to time.

DEPOSITS AND DEPOSIT SECURITY

8. All Deposits paid by the Purchaser shall be held by the Escrow Agent in a designated trust account and shall be released only in accordance with the provisions of Section 81(7) of the Act and the regulations thereto, as amended. Without limiting the generality of the forgoing, and for greater clarity, it is understood and agreed that with respect to any Deposit monies received from the Purchaser, the Escrow Agent shall be entitled to withdraw such Deposit monies from said designated trust account prior to the Unit Transfer Date if and only when the Vendor obtains a Certificate of Deposit from TARION for Deposit monies up to \$20,000.00 and with respect to Deposit monies in excess of \$20,000.00, one or more excess condominium deposit insurance policies (issued by any insurer as may be selected by the Vendor, authorized to provide excess condominium deposit insurance in Ontario) insuring the Deposit monies so withdrawn (or intended to be withdrawn), and delivers the said excess condominium deposit insurance policies (duly executed by or on behalf of the insured and the Vendor) to the Escrow Agent holding the Deposit monies which said polices have been provided as security in accordance with the provisions of Section 21 of O.Reg. 48/01, as may be amended.

9. The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or Unit Transfer Date at the Vendor’s sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Vendor’s Solicitor or the trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of section 81(6) of the Act compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence in accordance with Section 58 of the Purchase Agreement. The Purchaser further acknowledges and agrees that any cheques or EFT authorizations provided to the Vendor on account of the Purchase Price will not be deposited or accessed as the case may be and accordingly, interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the ITA. If the Purchaser is not a resident of Canada for the purposes of section 116 of the ITA, the Vendor shall be entitled to withhold and remit to Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of the Deposits paid hereunder, under the ITA.

10. Should the Purchaser be entitled to a refund of the Deposits, the Purchaser covenants and agrees to execute and deliver to the Vendor a mutual release and termination agreement (drawn on a form approved by TARION) prior to the release of such Deposits.

OCCUPANCY FEES

11.

- (a) The Purchaser shall take Occupancy of the Unit on the Occupancy Date for an occupancy fee paid monthly in advance to the Vendor, determined as set forth herein and said monthly occupancy fees shall not be credited as payments toward the Purchase Price.
- (b) The monthly occupancy fees to be charged by the Vendor for the Purchaser's Occupancy of the Unit from the Occupancy Date to the Unit Transfer Date (the “**Occupancy Fees**”) shall be payable monthly, in advance on the 1st day of the month and shall be the aggregate of the following: (i) interest calculated on a monthly basis on the unpaid balance of the Purchase Price at the applicable interest rate chargeable under the Act; (ii) a reasonable estimate on a monthly basis for municipal taxes attributable to the Unit; and (iii) the projected monthly common expense contribution for the Unit, calculated in accordance with the Act. With respect to the components on which the monthly Occupancy Fees are required to be based, it is acknowledged that all of them are subject to recalculation and readjustment from time to time by the Vendor and, accordingly, the monthly Occupancy Fees may be increased or decreased at any time(s) prior to the Unit Transfer Date, with any readjustment to be made Thirty (30) days after the Vendor's demand therefor and with a final readjustment to be made on the Unit Transfer Date, and subject to adjustment after the Unit Transfer Date. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fees at any time prior to the Unit Transfer Date, (or adjust monthly Occupancy Fees on the Unit Transfer Date to reflect the foregoing, at its option) and adjust on Closing any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the Occupancy Date and all tax bills after the Unit Transfer Date applicable to the Unit.

TERMS OF OCCUPANCY

12. The Purchaser's Occupancy shall be subject to the following terms and conditions (the "**Occupancy Agreement**"):

- (a) The Purchaser shall pay the Occupancy Fees as required under Section 11(b);
- (b) The Purchaser's Occupancy of the Unit shall be governed by the provisions of the Condominium Documents (as if the proposed declaration of the Condominium was registered and the proposed rules and by-laws of the Condominium were approved by the Condominium's board of directors) and the provisions of this Purchase Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents, and the proposed rules and by-laws of the Condominium and for no other purpose;
- (c) The Purchaser shall maintain the Unit in a clean, first class state of repair and condition and shall make no alterations, additions, or changes of any nature or kind whatsoever to the Unit (including exclusive use common elements) without obtaining the prior written approval of the Vendor, which approval may be withheld;
- (d) The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the neglect, damage or use by the Purchaser or anyone for whom the Purchaser is responsible, the Purchaser will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- (e) The Purchaser shall have no right to assign the occupancy rights granted or sublet same without the Vendor's written consent, which may be unreasonably withheld. The Purchaser acknowledges that administrative and legal fees will be payable to the Vendor each time the Purchaser wishes to assign the occupancy rights or sublet same;
- (f) The Purchaser shall, as a condition of Occupancy, from and after the Occupancy Date, set-up, and pay all telephone, sub-metering, BTU metering, utility and other charges, expenses and deposits billed directly to the Purchaser of the Unit or the Vendor specifically for that Unit, by the supplier of such services, unless same are included as a proposed common expense;
- (g) The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or upgrades made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, from and after the Occupancy Date to insure the improvements or upgrades to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Purchaser shall be required to obtain appropriate insurance for contents and third party liabilities and to include the Vendor as loss payee as its interest occurs. The Purchaser shall add the Vendor as an additional insured to all insurance policies secured for the Unit. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or any other casualty, unless caused by the Vendor's willful conduct;
- (h) The Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Condominium, or the Unit or damage to property of the Purchaser or its tenant or of others located on the Condominium or the Unit, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, even if any death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons from whom it may at law be responsible. Without limiting the generality of the foregoing, the Vendor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Condominium or the Unit or from the pipes, appliances, plumbing, works, roof or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Vendor shall not be liable for any such damage caused by other owners, occupants, tenants, invitees or any other person on the Condominium or by occupants of adjacent property thereto, or the public, or caused by construction or any private, public or quasi public work. All property of the Purchaser kept or stored on the Condominium or on or in the Unit shall be kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers;
- (i) In the event of damage to the Unit (or any portion thereof) by fire, lightning, tempest or any other insurable peril occurring during the period of occupancy which renders the Unit uninhabitable as a result of an act or omission for which the Vendor is at law responsible, the damage relating to the Unit (and not any chattels, personal belongings, or improvements made by the Purchaser) shall be repaired by the Vendor and the Occupancy Fees shall abate during the making of such repairs;
- (j) The Purchaser's right to occupy the Unit shall be terminated by the Vendor if the Purchaser is in default under this Purchase Agreement or the Occupancy Agreement, or if this Purchase Agreement has been terminated. If the Occupancy Agreement or this Purchase Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) The Vendor shall have the right to enter the Unit at all reasonable times for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (l) The Purchaser agrees that it shall not interfere with the completion by the Vendor of other units

and the common elements. Until the Condominium has been completed and all units in the Condominium have been sold and conveyed, the Vendor may make such use of the Condominium as may facilitate such completion and sale, including without limitation the maintenance of any sales or administration offices, model units, parking spaces and the ability by the Vendor to display signs, advertise and show the said units for sale;

- (m) Notwithstanding any other terms, covenants and conditions contained in this Purchase Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against any and all loss (including loss of all occupancy payments payable by the Purchaser pursuant to this Purchase Agreement), claims actions, damages, liability and expense in connection with loss of life, personal injury, damaged property or any other loss or injury whatsoever arising from or out of this Purchase Agreement, or any occurrence in, upon or at the Condominium, or the Unit, or the occupancy or use by the Purchaser of the Condominium or any part thereof or the Unit, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the proposed Condominium or the Unit by the Purchaser, even if the Vendor or any of its servants, agents, employees or others from whom it is in law responsible has acted negligently. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify and hold the Vendor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Vendor in connection with such litigation; and
- (n) The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, the Purchaser will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.

13. On the Occupancy Date, and the Unit Transfer Date (in respect of Section 13(b) only), the Purchaser shall deliver to the Vendor:

- (a) a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office in which the Unit is located; and
- (b) a series of Twelve (12) post dated cheques (or such greater number as the Vendor may require) or equivalent EFT authorization, each in the amount of the monthly Occupancy Fee, for the next Twelve (12) months (or more) immediately following the Stub Period (as hereinafter defined), together with a certified cheque for the Occupancy Fee with respect to the period between the Occupancy Date and the last day of the month following the month in which the Occupancy Date occurs (the "**Stub Period**"), as well as an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Unit, accompanied by the date of birth and social insurance number of each person approved by the Vendor to take title to the Unit.

TITLE

14. Provided that the title to the Unit is good and free from all encumbrances, save as otherwise stated in this Purchase Agreement, the Purchaser specifically agrees to accept title subject to all restrictions, easements, encroachment agreements, existing encroachments from nearby properties, conditions or covenants that run with the land and subject to all rights, licenses and easements now registered or to be registered hereafter for the supply and installation of antennae, telephone services, electricity, gas, sewers, water, television, internet, wi-fi, and/or cable facilities, recreational and shared facilities, and other services to or for the benefit of the Condominium or any adjacent or nearby properties, if any, or which may be required by the Vendor, or any owners of adjacent or neighbouring properties for access to or entry from such properties (including, without limitation, easements, rights-of-way and/or agreements for access, service, support, amenities, cost-sharing and the like for and with adjacent or neighbouring property owners), agreements with adjoining owners for crane swing rights, tiebacks and shoring, restrictive covenant agreements with the Municipality and/or the Region, to limit noise or other activities and to otherwise ensure certain aesthetics and landscaping are maintained and further, subject to all development, site plan, subdivision or other municipal agreements such as agreements under Section 37 of the *Planning Act*, Ontario, or Section 111 of the *Municipal Act*, Ontario, or similar agreements entered into with any other governmental authorities including the conservation authorities, and any agreements by which the Condominium may agree to comply with the terms thereof (all such agreements being hereinafter collectively referred to as the "**Development Agreements**") and subject to the terms and conditions contained in the registered Condominium Documents and any agreements entered into or to be entered into by the Condominium which are authorized pursuant to any of the Condominium Documents; THE VENDOR SHALL NOT BE OBLIGATED TO OBTAIN NOR REGISTER ON TITLE TO THE UNIT A RELEASE OF ANY OF THE DEVELOPMENT AGREEMENTS OR OF THE AFOREMENTIONED REGISTERED RESTRICTIONS, COVENANTS, EASEMENTS, ENCROACHMENTS OR OTHER AGREEMENTS AND THE PURCHASER SHALL SATISFY HIMSELF AS TO COMPLIANCE THEREWITH. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions and covenants registered on title. The Purchaser further acknowledges and agrees that retention by the municipality or by any other relevant governmental authorities of security (in the form of letter(s) of credit, performance bond(s), etc. satisfactory to such municipality and/or governmental authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for all purposes of the purchase and sale transaction contemplated herein, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser further agrees to accept title subject to one or more blanket mortgages registered against the Unit and the Vendor's only obligation on the Unit Transfer Date in regard thereto shall be to deliver to the Purchaser:

- (a) the Vendor's Solicitor's written undertaking to obtain and register partial discharges of the blanket

- mortgages from title to the Unit within a reasonable time after the Unit Transfer Date;
- (b) a mortgage discharge statement from the blanket mortgagee; and
 - (c) a direction to pay the amount to such blanket mortgagee in accordance with the discharge statement.

15. The Purchaser shall examine the title to the Unit at his own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates nor any other proof or evidence of the title to the Unit or its fit for occupancy, except such copies thereof as are in the Vendor's possession. The Purchaser shall satisfy himself that the Unit may be occupied in accordance with applicable municipal requirements and shall be allowed to submit his requisitions as to title and any other matters contemplated hereby no later than ten (10) days prior to the Unit Transfer Date; and if within that time the Purchaser shall furnish the Vendor in writing any valid objection to title or to any outstanding work order which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, then this Purchase Agreement shall, notwithstanding any intervening acts or negotiations be null and void and the Deposit paid shall be returned with interest at the prescribed rate pursuant to the Act and without deduction, and the Vendor shall have no further obligation hereunder and shall not be liable for any costs or damages to the Purchaser. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Unit. The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants, Development Agreements and agreements referred to in this Purchase Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on Unit Transfer Date. In the event there is a title matter which the Vendor is required to satisfy and can not reasonably do so to the Purchaser's satisfaction, if such matter can be titled insured in favour of the Purchaser, the Vendor may do so and the Purchaser agrees to pay the premium thereof. In such event, the title requisition shall be deemed satisfied.

16. In the event that the Purchaser named in this Purchase Agreement is a firm, partnership, company, corporation or trust, the person executing this Purchase Agreement on behalf of such firm, partnership, company, corporation or trust covenants and agrees to indemnify the Vendor and save the Vendor harmless from and against any and all damages, losses and costs whatsoever incurred by the Vendor as a result of the default under this Purchase Agreement by the Purchaser named in this Purchase Agreement. In addition, the Purchaser covenants and agrees to provide to the Vendor within fourteen (14) days of request by the Vendor and, again, on the Occupancy Date and the Unit Transfer Date, a personal guarantee and indemnification agreement, in Vendor's form, from an individual who is satisfactory to the Vendor, guaranteeing all of the obligations of the Purchaser hereunder and under any mortgage being taken back by the Vendor. The Purchaser acknowledges that a firm, partnership, company or corporation shall not be eligible for the HST Rebate and in such event, the Vendor shall be credited in the Statement of Adjustments with the amount of such Rebate on the Unit Transfer Date. In the event that the person(s) executing this Purchase Agreement as Purchaser has/have done so on behalf of a disclosed or an undisclosed beneficiary or principal, such person(s) executing this Purchase Agreement shall nevertheless be fully liable to the Vendor for compliance with all of the Purchaser's obligations under this Purchase Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability. The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Purchase Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Purchase Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

17. The Purchaser acknowledges and agrees that the purchase of units within the Condominium "in trust" for another party is prohibited.

18. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Disclosure Documents which were given to the Purchaser when entering into this Purchase Agreement. The Purchaser further acknowledges that the registered Condominium Documents and final budget statement for the One (1) year period immediately following registration of the Condominium may vary from the proposed Disclosure Documents and budget statement given to the Purchaser when entering in this Purchase Agreement, and specifically, that the Budget contemplates increases to the overall Budget due to inflationary factors, utility costs, insurance premiums, and other increases as specifically set out therein.

19. On the Occupancy Date or the Unit Transfer Date, as the case may be, or any extensions of the Occupancy Date or the Unit Transfer Date, this transaction shall be completed without holdback by the Purchaser (who shall be deemed to be a "home buyer" pursuant to the provisions of the *Construction Act* of any amount and the Purchaser will not claim any lien or other holdback on the Occupancy Date or the Unit Transfer Date, notwithstanding that the Vendor has not fully completed the Unit or any portion thereof or the common elements and the Vendor shall complete such outstanding work within a reasonable time after the Occupancy Date or the Unit Transfer Date, as the case may be, having regard to weather conditions and the availability and supply of materials. In any event, the Purchaser acknowledges that failure to complete the parking unit and/or the locker unit allocated for the Unit, if any, or any portion of the common elements on or before the Occupancy Date or the Unit Transfer Date shall not be deemed to be a basis for the Purchaser's failure to complete this transaction.

ADJUSTMENTS

20. The Purchase Price shall be adjusted as of the Unit Transfer Date, at the Vendor's sole and unfettered discretion, for the following charges, all of which shall be payable by the Purchaser to the Vendor on the Unit Transfer Date:

- (a) The cost of water meter installations, water and sewer service connection charges or water discharge fees and hydro and gas meter (or check-meter) installation and connection, energization charges or any prepaid utility charges for the Condominium and/or, the Unit. Should the said costs not be directly assessed against the Unit, the Purchaser's portion of such costs shall be calculated by dividing the total amount of such charges and costs by the number of residential units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and cost. A certificate from the Vendor specifying the said charges and costs shall be final and binding on the Purchaser;
- (b) The Purchase Price includes all Municipal, Regional, educational or other governmental development charges that are in effect as of **May 15, 2021** (the "**Effective Date**"). The Purchaser shall pay to the Vendor, as an adjustment on closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the Property or construction of the Unit ("**Levies**") after the Effective Date and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the Property or construction of the Unit after the Effective Date (any such increase or such new fees, charges, etc. collectively referred to as the "**Increase**") and if the Increase or any other adjustment contemplated herein relates to the Property and not to the Unit, the Purchaser's share shall be the product obtained by multiplying the amount of the Increase or such other adjustment by the percentage of Common Interests allocated to the Unit in schedule "D" of the Declaration;
- (c) Tarion's warranty enrolment fee (together with any provincial or federal taxes exigible with respect thereto);
- (d) HCRA's Regulatory Oversight Fee (together with any provincial or federal taxes exigible with respect thereto) currently in the amount of one hundred and forty five dollars (\$145.00) per each new home;
- (e) Realty taxes (including local improvement charges) for the calendar year in which the Unit Transfer Date occurs and/or any subsequent year(s) after the Closing Date and/or the Unit Transfer Date or for realty taxes not otherwise recovered as part of the Occupancy Fees;
- (f) Projected common expenses for the month in which the Unit Transfer Date occurs shall be apportioned to the Vendor in respect of the period prior to the Unit Transfer Date and to the Purchaser for the period thereafter;
- (g) Occupancy Fees for the period to and including the Unit Transfer Date shall be apportioned to the Vendor and prepaid Occupancy Fees for the period after the Unit Transfer Date shall be apportioned to the Purchaser;
- (h) The amount or value of any parks levy and/or other contribution(s) or charges (including contributions in lieu of cash) assessed against or attributable to the Unit (or assessed against the Property or a portion thereof and attributable to the Unit by pro-rating same in accordance with the proportion of common interests attributable thereto), which have been paid or are payable or required to be conveyed to, or are contributed to, or at the request of the Municipality, the Region, or any other relevant governmental authority or agency thereof, with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development;
- (i) An amount representing interest on the balance of the Purchase Price calculated at the Vendor's borrowing rate from its principal banker from the Unit Transfer Date to and including the next following banking date;
- (j) The amount of \$65.00 plus HST per Deposit charged or to be charged by the Vendor's Solicitor or the Escrow Agent to the Vendor for the delivery to the Purchaser of written evidence of the receipt of each of the Purchaser's Deposits hereunder, in compliance with subsection 81(6) of the Act;
- (k) The Purchaser agrees to pay \$200.00 plus HST towards the cost of obtaining (partial) discharge of mortgages not intended to be assumed by the Purchaser;
- (l) A \$350.00 plus HST administration fee to the Vendor for any cheque paid or EFT authorization for a Deposit or the monthly occupancy fee which is returned "NSF" or upon which "stop payment" has been ordered;
- (m) The charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument, plus applicable taxes which are currently \$75.00 plus HST;
- (n) The amount of \$100.00 plus HST, for the preparation and delivery of a Status Certificate on the Unit Transfer Date;
- (o) The amount estimated by the Vendor to be equivalent of two (2) months common expenses immediately after the Unit Transfer Date, which shall be paid by Vendor to the Corporation after the Unit Transfer Date and credited to the reserve fund of the Condominium;

- (p) The amount of \$300.00 plus HST shall be charged to the Purchaser on account of an agent of the Vendor conducting the Pre-Delivery Inspection pursuant to Section 31(i).
- (q) The price of all Extras/Upgrades (as such term is defined herein) purchased from the Vendor pursuant to an amendment, schedule or addendum to this Purchase Agreement and not previously paid for including any HST, imposed thereon;
- (r) Vendor's reasonable solicitor's fees in respect of preparation of any security for the Purchaser's Financing if Section 41 of this Purchase Agreement applies;
- (s) The amount of \$250.00 plus HST, charged or to be charged by the Vendor's Solicitor for completing the conveyance of title to the Unit on the Unit Transfer Date via electronic registration;
- (t) In the event that there are any changes in the *Ontario Building Code Act*, the *Building Code*, the *Fire Code*, *Electrical Code* or any other building or construction code, legislation, regulation or requirement that affects the design and/or construction of the Unit, Property and/or Condominium and increases the cost of same to the Vendor or owner of the Property, or if the Municipality or Region imposes any architectural, landscaping, site plan or other amendments to the Unit, Condominium or Property after the date of this agreement then the Purchaser agrees to reimburse the Vendor for such increased costs, either based on the direct costs applicable to the unit or on a proportionate share basis as determined by the Vendor. A declaration or certificate from an officer of the Vendor shall be final and binding with respect to such increased costs;
- (u) The charges, fees, costs, etc., imposed by the Municipality for the issuance of any building permit or other permit required for the occupancy of the Units or any one of them; the charges, fees, costs, etc., imposed by the Municipality for the issuance of any permit required authorizing and/or approving the occupancy of the Condominium and/or Units. In addition, the Purchaser shall reimburse the Vendor for all costs, fees and expenses imposed by Canada Post (if any) in connection with establishing postal addresses for the Subdivision and/or Units and/or installing any postal facilities serving the Condominium, Units and and/or Property;
- (v) In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium, is required to pay or provide any utility or service supplier with cash security or a letter of credit (hereinafter the "**Utility Security Deposit**"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the Common Interest percentage allocation referable to the Unit, as set forth in the Declaration. If the Unit is separately metered for hydro/electricity, water and/or gas consumption or other utility service, then the Purchaser shall pay and be solely responsible for all such metered utilities, from and after the Occupancy Date;
- (w) Any new taxes imposed on the Unit that are applied to the sale of the Unit or any component, building material or service relating to the construction or sale of the Unit or the Property in which the Unit is located, by the federal, provincial, or municipal governments after the Effective Date;
- (x) Any de-watering and/or waste water charges, ground water discharge charges and/or sanitary discharge charges incurred by the Vendor with respect to the Property prior to closing and/or security or monies required to be paid or posted by the Vendor with respect to the Property with respect to any such charges arising both before and and/or after closing;
- (y) Any amounts (or reimbursement of amounts) representing any merchant fees or similar fees or charges incurred by the Vendor relating to or resulting from the Purchaser's use of a credit card to make payment for any payment for any upgrades or extra, including deposits in respect thereof, or other payments under the Agreement (but without there being any obligation whatsoever on the part of the Vendor to approve of, or to allow for such payment method by the Purchaser;
- (z) Any and all taxes, including HST, applicable to any adjustments and/or reimbursements; and
- (aa) Any charges or fees payable to the Vendor or the Vendor's Solicitor as a condition of any consent for re-sale, assignment, advertisement, leasing, etc. provided such consent is not guaranteed and at the complete discretion of the Vendor.

21. In the event that the Vendor receives any rebate, credit, recovery, adjustment, discount or similar benefit from any party or parties in respect of any item that the Vendor is entitled to charge the Purchaser for in accordance with this Agreement, then the Vendor shall be entitled to retain any such rebate, credit, recovery, adjustment, discount or similar benefit for its own use and as its own property absolutely and shall not be obliged to credit or adjust with the Purchaser for any such rebate, credit, recovery, adjustment, discount or similar benefit. All adjustable items (as opposed to reimbursable items or specific charges payable by the Purchaser as hereinafter set out) shall be apportioned and allowed to the Occupancy Date and/or the Unit Transfer Date, as the case may be, with that day itself apportioned to the Purchaser. A certificate of an officer of the Vendor shall be final and binding as to the amount of any adjustment, payment amount or reimbursement due and payable to the Vendor.

22. The Vendor shall be entitled to a vendor's lien for any unpaid purchase monies or interest thereon and for any other adjustments or payments required to be made by the Purchaser and for the amount of any rebate not assigned pursuant to the terms of this Purchase Agreement and not made at the time of the Unit Transfer Date. The Purchaser hereby consents to registration of the Vendor's lien provided for herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's lien within a reasonable time after receipt by the Vendor of the final advance of the monies secured by the Vendor's lien plus interest at the prime rate of interest of the Bank of Montreal in Toronto from time to time plus five percent (5%).

23. The adjustments for realty taxes, utility rates and projected common expenses shall be apportioned to the Vendor in respect of the period prior to the Unit Transfer Date and to the Purchaser for the period thereafter, the Unit Transfer Date to be for the account of the Purchaser. Realty taxes (including local improvement charges) may be estimated by the Vendor for the calendar year in which the Unit Transfer Date occurs (and the next year) as if the Unit had been assessed and taxed as fully completed in such year and the following year, and shall be adjusted as if paid by the Vendor notwithstanding that such taxes may not by the Unit Transfer Date have been assessed, levied or paid; subject, however, to readjustment forthwith upon the actual amount thereof being ascertained. The Vendor has the right, as an alternative to the foregoing, to require the Purchaser to be liable for any supplementary realty taxes levied with respect to the Unit applicable to the period commencing on the Occupancy Date, provided that the Purchaser has not been charged, or if it has been charged, it has been refunded that part of the monthly occupancy fees relating to the portion of estimated taxes for the Unit representing, if any, such supplementary taxes (which will exclude applicable land taxes). The aforesaid estimated amount for taxes shall be re-adjusted within One Hundred Eighty (180) days following the Vendor's receipt of the final tax assessment/levy, if applicable, and the Purchaser's completion of the Purchaser's other outstanding obligations hereunder. If any adjustments described herein assessed against the development or the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of same equivalent to the proportionate common interest allocation attributable to the Unit. Purchaser further agrees to pay from the Unit Transfer Date any utility security deposits payable to the applicable utility provider, and any charges for BTU metering, hydro, fuel and other property services, including any security alarm system, and execute any rental or purchase contract therefore.

24. If the Purchaser has received a credit or reduction against the Purchase Price in order to induce the sale or the completion of this transaction, accelerate the Occupancy Date or change/modify any critical dates or other Addendum information or other details of this transaction or to change or alter the construction specification of the Unit and thereafter the Purchaser fails to complete this transaction, all damages shall be assessed as if such credit or reduction had not been granted.

25. Subject to Section 26, Purchaser shall be responsible to pay all business transfer tax, value added tax, Goods and Services Tax, harmonized sales tax, sales tax or similar method of taxation imposed by any federal, provincial and/or municipal government and applied to the sale of the Unit or any component, building material or service relating to the construction of the Unit, or the property in which the Unit forms a part. In the event such tax or taxes are applied to the sale of the Unit or any component, building material or service relating to the construction of the Unit, or the property in which the Unit forms a part, after the date of execution of this Purchase Agreement or in the event the amount of any existing or imposed taxes are increased, then notwithstanding anything herein contained the Purchaser agrees that the Purchase Price has been computed without taking into account any such tax or increase in tax and that the Purchase Price shall be increased by the amount of such tax or increase in tax exigible or payable, whether by the Vendor or Purchaser in respect of the Unit or with respect to any component, building material or service relating to the construction of the Unit or the property in which the Unit forms a part, the amount of such tax and/or increase is to be paid on the Unit Transfer Date. The same shall also apply in the event that any taxes are combined by a government to cause such increase.

HARMONIZED SALES TAX

26. Notwithstanding anything to the contrary contained in this Purchase Agreement, the Purchaser agrees as follows:

- (a) It is understood and agreed that the Purchase Price set forth in this Purchase Agreement includes Net HST and that the actual consideration for the Property, exclusive of requested changes or adjustments as herein provided, is the amount derived by subtracting Net HST payable with respect to the within transaction from the Purchase Price (the "**Consideration**"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration of the conveyance of the Property that the Vendor delivers to the Purchaser on the Unit Transfer Date. The amount of the Consideration of the conveyance shall be determined in accordance with the provisions of and rules prescribed by the *Land Transfer Tax Act* R.S.O. 1990. Subject to the foregoing provision and any other applicable subsections of this paragraph, the Purchaser covenants and agrees to pay the HST, as required by the HST Legislation.
- (b) The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall personally occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of Closing Date, for such period of time as shall then be required in order to entitle the Purchaser to the HST Rebate. The Purchaser shall execute all documents, including a sworn declaration attesting to the foregoing (the "**Sworn Declaration**") and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebate or fail to provide the Sworn Declaration on the Closing Date, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for such Rebate and Vendor shall have a charge upon the Property for such amount, such charge being enforceable in the same manner as a mortgage in default; in the event that such failure to qualify is known on or before Closing, the Vendor shall be credited in the Statement of Adjustments with the amount of such Rebate on Closing.
- (c) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor, or to such other entity as may be directed by the Vendor that is entitled to account for HST pursuant to the HST Legislation, any and all rights the Purchaser may have to the HST Rebate available with respect to the within transaction of purchase and sale pursuant to the HST Legislation respectively. Such rebate may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after the Unit Transfer Date, on demand of the Vendor, execute and deliver to the Vendor the GST/HST New Housing Rebate

Application and any assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive the HST Rebate. In addition, the Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner which would legally minimize the amount of HST payable by the Vendor.

- (d) The Purchaser acknowledges that the purchase of any Extras/Upgrades (as defined herein) from the Vendor may result in the reduction of the HST Rebate otherwise payable to the Vendor. In such event, the Vendor shall, on the Unit Transfer Date, receive a credit on the statement of adjustments for such reduction.
- (e) In the event that, for any reason, the Purchaser shall fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified. In the event that there are separate assignments and rebates of the provincial and/or federal portion of the HST with respect to this transaction, the Purchaser shall execute and deliver all applications, assignments, declarations, documents and/or other assurances (in the form required by the Vendor or the Government of Canada and/or the Province of Ontario) to the Vendor required to establish and assign all of his or her right, title and interest in the HST Rebate or any portion thereof. The Purchaser covenants and agrees that the Vendor shall have the right in its complete discretion to determine whether the Purchaser qualifies for any HST Rebates (including determining that the Purchaser does not qualify for the HST Rebate as a result of being an assignee of this agreement) and the Vendor's determination of such entitlement shall be final and binding.
- (f) Despite the above, the Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing or Unit Transfer Date, such credit shall be reflected as a reduction in the Consideration so as to minimize the amount of HST payable.
- (g) Notwithstanding that the Purchase Price stipulated in this Purchase Agreement is inclusive of HST, the Purchaser shall at the Purchaser's own cost and expense, be responsible for payment of HST on all closing adjustments, amounts payable for extras, amounts payable for any other item in this Purchase Agreement and any increase in the rate of HST after the date hereof. The Vendor shall, however, be entitled to include in the calculation of the HST Rebate all HST payable, including those for extras and closing adjustments.
- (h) Notwithstanding anything contained in this Purchase Agreement to the contrary, the Vendor, in its sole and unfettered discretion, may require that the Purchaser apply directly for the HST Rebate after the Unit Transfer Date and in such event the Purchaser shall pay to the Vendor by certified cheque or bank draft on Closing or the Unit Transfer Date, at the Vendor's option, the amount of the HST Rebate in addition to the amount otherwise payable and the HST Rebate shall not be assigned by the Purchaser to the Vendor on Closing or Unit Transfer Date.
- (i) At the option of the Vendor, the Vendor shall be solely responsible for the payment of Net HST to the appropriate governmental authority.
- (j) The provisions of this paragraph supersede any provisions with respect to HST to the contrary contained in this Purchase Agreement.

PURCHASER COVENANTS

27. The Purchaser covenants that it shall not list for sale or advertise for sale, transfer, assign, sell or lease his interest under this Purchase Agreement or in the Unit or enter into any lease of the Unit at any time until after the Unit Transfer Date without the prior written consent of the Vendor, which consent may be arbitrarily withheld. On or prior to the Unit Transfer Date, the Purchaser agrees to execute a sworn declaration confirming compliance with this Section 27 if required by the Vendor. The Purchaser acknowledges and agrees that once a breach of the Purchaser's preceding covenant occurs, such breach shall be a fundamental breach of this Purchase Agreement and is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Purchase Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Purchase Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

28. The Purchaser agrees that this Purchase Agreement shall be subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any Development Agreements referred to herein to which title may be subject and to all of the Condominium Documents. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor.

29. This Purchase Agreement is personal to the Purchaser and shall not be deemed to have created in the Purchaser any interest in the Property or the Unit and Purchaser acknowledges that, prior to Unit Transfer Date, the Purchaser has no registrable interest in title. The Purchaser will not at any time register or permit to be registered on title to the Property or the Unit, this Purchase Agreement or a notice or assignment or transfer thereof or a caution, purchaser's lien or certificate of pending litigation or any encumbrance or cloud or other document whatsoever, and any such registration shall permit the Vendor to exercise any of its remedies set forth in this Purchase Agreement or at law, including the right of the Vendor to terminate this Purchase Agreement subject to the provisions of TARION, whereupon the Deposits may, in addition to any other remedy hereunder or at law available to the Vendor, be forfeited as liquidated damages. If any such registration is not removed within 14 days of notice from the Vendor or the Vendor's Solicitor to the Purchaser or the Purchaser's solicitor, then the Purchaser, by the execution of this Purchase Agreement, hereby expressly appoints any officer or director of the Vendor as the Purchaser's lawful attorney to execute any transfers, releases or applications to have the said registration removed, released or deleted.

from title to the Unit or the Condominium or the Property at the Purchaser's expense.

30. The Purchaser acknowledges the Vendor's unilateral right to assign this Purchase Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor with HCRA and upon any such assignee assuming all obligations under this Purchase Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment. If such assignment is made, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Purchase Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been the original party to his Purchase Agreement, in the place and stead of the Vendor.

CONSTRUCTION

31.

- (a) The Purchaser acknowledges that the Condominium will be constructed to *Ontario Building Code* requirements at the time of issuance of the building permit. The Vendor shall complete the common elements as soon as reasonably practicable, but the failure of the Vendor to complete the common elements or to complete the Unit beyond the minimum standards required by the local municipality in order to permit occupancy thereof on or before the Occupancy Date shall in no event entitle the Purchaser to refuse to take possession of the Unit and/or to refuse to close the within transaction on the Occupancy Date and/or the Unit Transfer Date or to fail to remit to the Vendor the purchase moneys required to be paid by the Purchaser herein.
- (b) The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as required by any governmental authority or the Construction Lender, or in accordance with good construction practices as determined by the project architect or engineer, change, vary or modify the elevations, façade, building specifications, design plans and specifications pertaining to the Unit or the Condominium (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) or pertaining to any recreational or other amenities situated within the Condominium from the plans and specifications existing at the inception of the project or as they exist at the time the Purchaser has entered into this Purchase Agreement (**save and except for material changes**) or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, and the Purchaser shall have absolutely no claim or cause of action against the Vendor for any such changes, variances or modifications nor shall the Purchaser be entitled to any notice thereof.
- (c) The Purchaser acknowledges that the Vendor may substitute such other materials in the construction of the Unit and the common elements of the Condominium from time to time from those specified or contemplated in the aforesaid plans and specifications, provided that any substituted materials are equal to or better than the materials originally indicated in the said plans or specifications.
- (d) The Purchaser acknowledges that the distances and views from the proposed Condominium shown on any site plan, artist's renderings or scale model are approximate and/or may be modified or obstructed during construction. No representation or warranty is given, whether contained herein or in any marketing materials or via verbal representations, as to any potential views from the proposed building.
- (e) The Purchaser acknowledges and agrees that the dimensions of the Unit, including the floor area or square footage thereof, are calculated by the Vendor's surveyor or architect in accordance with all required and customary guidelines and requirements, including the ONHWP, and such dimensions, whether used in this Purchase Agreement or in any brochure, sketch, floor plan, or other advertising material (collectively, the "**printed material**"), are approximate and may differ from the actual dimensions after the completion of the construction of the Unit. The Purchaser further acknowledges and agrees that the actual usable/livable floor area or square footage of the Unit may vary from the floor area or square footage contained in the printed material. If the dimensions of the Unit, after construction thereof, differ from the dimensions contained in the printed material, it is understood and agreed that there shall not be any adjustment or change of the Purchase Price and the Purchaser shall not have any claim for an adjustment of the Purchase Price or for any compensation whatsoever, regardless of the extent of any variance or discrepancy in or with respect to such dimensions. For clarity, the Purchaser acknowledges that plumbing stacks or other utility boxes may be installed on walls in accordance with proper construction practices and with respect to any ceiling height dimensions contained in the printed material, ceiling heights may vary generally and that where ceiling bulk heads are installed within the Unit and/or drop ceilings are required in accordance with proper construction practices and/or where there may be plumbing, mechanical systems, electrical or HVAC equipment located in the ceiling and/or where there is included noise attenuation features, floor finishings, ceiling details, lighting and HVAC grills, such matters will affect the ceiling height of the Unit so that such ceiling height will be less than as stated in the printed material and the Purchaser agrees to accept the same without any abatement in the Purchase Price or claim for compensation in any manner whatsoever.
- (f) The Purchaser acknowledges that parking units and locker units will vary in size, shape and convenience of location. The Vendor shall have the right to reassign and/or renumber the parking units and locker units in its sole and absolute discretion prior to the Unit Transfer Date. The Purchaser acknowledges that some parking units and locker units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.
- (g) The Purchaser acknowledges and agrees that the filing of the architect's or consulting engineer's certificate with the municipality or the issuance by the municipality of an occupancy certificate or

such other confirmation that the Unit may be occupied shall constitute complete evidence that the Unit may be, subject to the terms of the Addendum, lawfully occupied.

- (h) The Purchaser further acknowledges and agrees that any warranties of workmanship or materials in respect of any aspect of the construction of the Unit or the common elements of the Condominium, whether implied by this Purchase Agreement or at law or in equity or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by a vendor under the ONHWPA in effect as of the date construction commenced on the Unit and shall extend only for the time period and in respect of those items covered or provided by the ONHWPA in effect as of the date construction commenced on the Unit. There shall be no implied or other warranty of any nature and the Vendor, nor any other party engaged by it, shall have no other liability for any type of damage whatsoever in the event of a deficiency in relation to the construction of the Unit, whether in contract or in tort, save as per the ONHWPA. The Purchaser hereby releases the Vendor and all parties engaged by it in the construction of the Unit from any and all claims and causes of action (whether in tort or contract) arising from the construction and sale of the Unit and the Condominium in which it is located, save as prescribed under the ONHWPA.
- (i) The parties hereto agree that no more than two (2) persons shall attend on behalf of the Purchaser, which two (2) persons shall include the Purchaser or the Purchaser's designate authorized in writing in the form specified by TARION, a meeting with the Vendor's representative at the date and time designated by the Vendor within seven (7) days prior to the Occupancy Date (or the Unit Transfer Date, if possession of the Unit is being given at that time), in order to conduct a pre-delivery inspection of the Unit (hereinafter referred to as the "**Pre-Delivery Inspection**"), and to list all incomplete, deficient or missing items with respect to the Unit, on the Pre-Delivery Inspection Form ("**PDI Form**") and to complete and sign the TARION Certificate of Completion and Possession ("**CCP**"), in the forms prescribed from time to time by (and required to be completed pursuant to the provisions of) the ONHWPA, and the regulations promulgated thereunder. Information on the homeowner's warranty rights and obligations, the warranty process is available by contacting Tarion or obtaining same from the Learning Hub on Tarion's website at www.Tarion.com.
- (j) The Vendor hereby undertakes to complete or rectify any incomplete, deficient or missing items listed on the PDI Form and CCP within a reasonable period of time after the Occupancy Date and/or after the Unit Transfer Date having regard to weather conditions and availability of equipment, supplies and labour, subject to unavoidable delays and otherwise in accordance with applicable TARION Regulations and Bulletins. In no event shall the Purchaser have the right to set off or hold back any monies on the Occupancy Date or on the Unit Transfer Date, otherwise payable to the Vendor under the terms of this Purchase Agreement for such incomplete, deficient or missing items. Delivery of the PDI Form and the CCP by the Purchaser as aforesaid to the Vendor shall not be regarded as acceptance by the Vendor that any items listed thereon are in fact incomplete, deficient or missing.
- (k) No work shall be done by, or for the Purchaser in or to the Unit prior to the Unit Transfer Date ("**Unauthorized Work**"). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole option, to take any of the following actions: i) declare the Purchaser to be in breach of this Purchase Agreement whereupon the Vendor shall be entitled to exercise any rights that it may have pursuant to this Purchase Agreement or at law as a result of the same, ii) finish the Unit to the extent possible, as determined by the Vendor in its sole discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work. iii) remove and/or repair the Unauthorized Work, and any other portion of the Unit thereby affected, and to receive compensation therefore as an adjustment on the Unit Transfer Date in an amount to be determined by the Vendor in its sole discretion, including without limitation any compensation for time lost by the delay resulting from the Unauthorized Work and the Purchaser acknowledges that the Unauthorized Work may cause to be void the whole or any part of the warranty provided by TARION. Further, the Purchaser acknowledges that the Vendor's warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work. Notwithstanding anything to the contrary in this Purchase Agreement contained, the Vendor, in its sole and absolute discretion, may authorize the Purchaser or the Purchaser's agents to perform work at the Unit prior to the Unit Transfer Date, such authorization to be in writing, signed by the Vendor and subject to such terms and conditions as the Vendor may deem appropriate.
- (l) The Vendor shall have no liability whatsoever for work done by a third party trade at the behest of the Purchaser, either before or after the Occupancy Date or the Unit Transfer Date, whether or not such third party trade was referred to the Purchaser by the Vendor.
- (m) The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney in the Purchaser's name, place and stead in order to execute the ONHWPA deposit receipt, if applicable, the CCP and PDI Form, if applicable, if the Purchaser fails to do so as required in Section 31(i) as well as in order to execute any excess deposit insurance bonds and the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

FEATURES AND FINISHES

- 32.
- (a) The Purchase Price shall include those features and finishes more particularly described in Schedule “B” hereto. The Purchaser acknowledges that the finishing materials contained in any model suite, customer service office, or sales office are for display purposes only, and may not reflect the actual type, quality or grade of materials and/or finishes included in the Unit.
 - (b) Within seven (7) days of the Vendor’s request, the Purchaser covenants and agrees to make colour and material choices from the Vendor’s standard selections and to properly complete and deliver to the Vendor the Vendor’s colour and materials selection form(s) evidencing such choices. If the Purchaser fails to do so within such time period, the Vendor may treat same as a default herein or, at its option, the Vendor may either extend such 7-day period, or, at any time thereafter, without notice, irrevocably exercise all of the Purchaser’s rights to make colour and material selections hereunder and the Purchaser shall be deemed to accept and be bound by same absolutely and without qualification.
 - (c) Upon the selection of the colours and materials in accordance with Section 32(b), no further changes, revisions, or deletions to the décor, upgrades, and chattels by the Purchaser will be permitted, save and except for the possible reselection of any discontinued items from a selection that may be provided by the Vendor. If the Vendor requests that the Purchaser make a reselection of any discontinued items, then, within seven (7) days of the Vendor’s request (as same may be extended by the Vendor), the Purchaser covenants and agrees to make his choices from the Vendor’s selections and to properly complete and deliver to the Vendor the Vendor’s colour and materials selection form(s) evidencing such choices. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser’s rights to make colour and material selections hereunder and the Purchaser shall be deemed to accept and be bound by same absolutely and without qualification.
 - (d) Notwithstanding anything herein, the Vendor shall have the right to substitute other materials and items for those provided in Schedule “B” provided that such materials and items are of equal quality to or better than the materials and items set out therein.
 - (e) The Purchaser acknowledges that there shall be no reduction in the Purchase Price or credit for any standard feature listed in Schedule “B” which is omitted at the Purchaser’s request.
 - (f) Pursuant to this Purchase Agreement or a supplementary agreement or purchase order, the Purchaser may request that the Vendor (or a person designated by the Vendor) construct or install additional features or finishes within the Unit which are in the nature of an extra or upgrade (the “**Extras/Upgrades**”). Subject to the ONHWPA, if, as a result of the installation of any Extras/Upgrades or any condition of the installer(s) of such Extras/Upgrades, the Unit is not substantially completed sufficient to permit Occupancy thereof by the Occupancy Date, the Vendor shall not be held liable for same and the Purchaser shall, on the Occupancy Date: (i) pay to the Vendor those sums required pursuant to this Purchase Agreement, and (ii) execute and deliver to the Vendor all documents and instruments required pursuant to this Purchase Agreement.
 - (g) It is understood and agreed that the Vendor shall not be responsible or liable in any way to the Purchaser for the quality of (and/or the workmanship with respect to) any Extras/Upgrades unless same are supplied and/or constructed directly by the Vendor, and then only if the Vendor specifically agrees in writing to be liable for same.
 - (h) The Purchaser acknowledges and agrees that insofar as the wood finishes, carpeting, doors, hardwood/laminate flooring, tiles (including any stone, marble or granite slabs used for flooring, walls or counter purposes), kitchen and bathroom cabinetry and/or manufactured finishing materials installed within the Unit are concerned:
 - (i) the colour, texture and/or shading of any wood/laminate finishes, carpet, tiles, kitchen and bathroom cabinetry or other manufactured finishing materials may vary from that of those selected by the Purchaser from the Vendor’s samples due to minor variations or shading in dye-lots produced or manufactured by the suppliers;
 - (ii) the colour, finish, grain and/or veining of wood products (including hardwood flooring) and/or natural stone materials may vary from that of the wood and/or stone materials selected by the Purchaser from the Vendor’s samples, inasmuch as wood and stone are natural materials which inherently cannot be precisely replicated or matched with other pieces or samples, thereby accounting for variations of colour, finish, grain and/or veining even within the same lot or section of wood or stone (as the case may be);
 - (iii) the various types of flooring that may be installed within the Unit (such as carpeting, marble, granite, ceramic tile, laminate and/or hardwood floors, etc.) may result in different floor heights or levels (which shall be established by the Vendor in its sole and unfettered discretion) between rooms or areas within the Unit having different flooring materials (for example, a height or level differential between ceramic floor tiles in the kitchen and hardwood flooring in the adjacent room), and in this regard the Vendor shall be entitled to use or install appropriate reducers in the transitional areas between rooms having different materials; and
 - (iv) the door swings may be different from those indicated on brochures, and may be adjusted at the Vendor’s discretion;and the Purchaser shall accordingly be estopped from claiming any entitlement to an abatement in

the Purchase Price of the Unit, or any replacement (in whole or in part) of the carpet, hardwood/laminate flooring, tiles, kitchen cabinetry, manufactured finishing materials or wood products or flooring so installed, or any other relief or claim for compensation from or against the Vendor or TARION as a result of the variations hereinbefore described or contemplated.

33. If the Purchaser makes any payment to the Vendor on account of the purchase and/or installation of any Extras/Upgrades by or on behalf of the Vendor pursuant to an amendment, schedule or addendum to this Purchase Agreement, such payment(s) shall be non-refundable if this transaction is not completed for any reason whatsoever, save for the default of the Vendor. If any of said Extras/Upgrades ordered by the Purchaser are not supplied and/or installed on the Unit Transfer Date, the Vendor shall, at its sole option, either undertake to supply and/or install same within a reasonable time after the Unit Transfer Date or refund to the Purchaser on the Unit Transfer Date (as a credit in favour of the Purchaser on the Statement of Adjustments) the amounts paid by the Purchaser to the Vendor in connection with such Extras/Upgrades (it being agreed upon that that there shall not be any refund for any Extras/Upgrades provided on a “no charge” basis, as determined by the Vendor in its sole and unfettered discretion) and such refund shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to such Extras/Upgrades, and the Vendor shall be released from any and all obligations, claims or demand whatsoever with respect thereto.

ELECTRONIC REGISTRATION

34. In the event that the electronic registration system (hereinafter referred to as the “**Teraview Electronic Registration System**” or “**TERS**”) is operative in the applicable Land Titles Office in which the Unit is registered, then at the option of the Vendor’s solicitor, the following provisions shall prevail, namely:

- (a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor’s solicitor on the latter’s standard form (hereinafter referred to as the “**Escrow Document Registration Agreement**”), establishing the procedures and timing for completing this transaction.
- (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) If the Purchaser’s lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor’s solicitor, at such time on the scheduled closing date as may be directed by the Vendor’s solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor’s solicitor’s office.
- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Unit for registration until the balance of funds due on the Unit Transfer Date, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor’s Solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any executed documents not intended for registration on title to the Unit may be delivered to the other party hereto by facsimile transmission (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party by overnight courier sent the Unit Transfer Date or within seven (7) Business Days of the Unit Transfer Date, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this Purchase Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor’s solicitor has:
 - (i) delivered all closing documents, keys and/or funds to the Purchaser’s solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - (ii) advised the Purchaser’s solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Purchase Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor’s solicitor without the cooperation or participation of the Purchaser’s solicitor, and specifically when the “completeness signatory” for the transfer/deed has been electronically “signed” by the Vendor’s solicitor;
 - (iv) in addition, the Vendor may unilaterally extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of

tender if the Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. The parties hereto acknowledge that delayed occupancy compensation will not be payable for such period of one (1) Business Day and that the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension. "Firm Occupancy Date", "Delayed Occupancy Date" and "Business Day", as used in this section, are defined in the Addendum,

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

AMENDMENTS NOT CONSTITUTING MATERIAL CHANGE

35. The Declarant shall have the right in its sole, absolute and arbitrary discretion, to:
- (a) reduce or increase the number of units within the Condominium, including by combining or reducing the size of one or more of the proposed units;
 - (b) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number and/or suite number ascribed to any one or more of the units comprising the Unit), without the requirement of any amendment;
 - (c) change the plans and specifications pertaining to the Unit (provided same is not a material change pursuant the Act), or the units within the Condominium or the common elements of the Condominium, or any portion thereof, from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise;
 - (d) change the number, size and location of any windows, column(s), bulkhead(s), utility boxes or plumbing stacks within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s), bulkhead(s), utility boxes or plumbing stacks in one or more locations within the Unit (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise;
 - (e) reduce or increase the height of any building or the number of floors to any building comprising part of the Condominium, or increase and/or alter the massing and/or façade of the building;
 - (f) change the location of the level and floor of the Purchaser' s residential Unit to a higher level and floor, provided that same is otherwise in the same relative location; and/or
 - (g) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and in the event any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act), and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Unit Transfer Date (and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies, together with interest accrued thereon at the rate prescribed by the Act. The Purchaser further expressly acknowledges that the Vendor's ability to change, vary or modify the plans and specifications pertaining to the Property is an essential requirement for the a successful marketing and completion of the Condominium, which mutually benefits both parties, and that the Purchaser is receiving the benefit of a sale price which, at the time of the sale, reflects the Purchaser assuming this risk of potential major or minor changes to the Property.

36. The Purchaser acknowledges that one or more residential unit situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former residential units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential unit count of the Condominium will be varied and adjusted accordingly.

NOTICE/WARNING PROVISIONS

37. The Purchaser acknowledges and agrees that the Unit, the building and the Condominium shall be subject to the following notice and warning clauses:
- (a) The Condominium is currently or may be the subject of development, planning and subdivision approval applications to be considered by the Municipality, the Regional Municipality of Durham (the "**Region**") and other applicable governmental authorities, which applications may include without limitation, applications for minor variances, draft condominium approval, rezoning, subdivision, site plan approval and severances (the "**Applications**"). The purchasers, owners and occupants of Units within the Condominium shall not oppose any such Applications nor appeal the decision of any governmental authority with regards to such Applications. Purchasers and owners of Units shall accept title to their Unit subject to this covenant and restriction and shall

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abide by such covenant and restriction and extract a similar covenant and restriction to the foregoing from his immediate successors in title to the Unit, all of which shall be assigned for the benefit of the Declarant.

- (b) During the construction and finishing of the Condominium, the Vendor, its contractors, suppliers and trades will be entitled to use those portions of the common elements and Units in the Condominium as may be deemed necessary by the Vendor to complete the Condominium and during such times a certain amount of dust, noise and traffic may occur. The purchasers and the Corporation shall not be entitled to take any action that may interfere with or unduly delay the rights or ability of the Vendor to perform and complete the Condominium.
- (c) The Vendor's builder risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit(s) and will not cover any betterments or improvements made to the standard unit(s), nor any furnishings or personal belongings of purchasers or other occupants of a Unit, and accordingly purchasers should arrange for their own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the purchaser's sole cost and expense.
- (d) It is anticipated that in connection with the Applications, that certain requirements may be imposed upon the Declarant by various governmental authorities and utilities. These requirements (the "**Requirements**") often relate to warning provisions to be given to purchasers such as warnings relating to noise levels, the proximity of the Condominium to major streets, garbage storage and pickup, school transportation and similar matters. Accordingly, purchasers acknowledge and agree that:
 - (i) on either the Occupancy Date or Unit Transfer Date (as such terms are defined herein) purchasers shall execute any and all documents required by the Declarant acknowledging, inter alia, that purchasers are aware of the Requirements; and
 - (ii) if the Declarant is required to incorporate the Requirements into the final Condominium Documents, purchasers shall accept same, without in any way affecting their purchase transaction.
- (e) The Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter into Units after their respective Occupancy Dates or Unit Transfer Dates, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Units and undertake or complete any requisite repairs thereto (which the owner of the Units has failed to do) in accordance with the Act.
- (f) It may be necessary for the Vendor, in order to comply with the requirements of the Municipality and/or the Region, to enter upon the Units in order to comply with such requirements and that the conveyance to the purchasers of Units will reserve a licence to the Vendor to enter upon the Units in order to comply with the requirements of the Municipality and/or the Region.
- (g) The Condominium will be developed in accordance with any requirement that may be imposed, from time to time, by any governmental authority.

The proximity of the Condominium to major arterial roads (such as King Street East, Highway 2 and Sandringham Drive) and any future residential development and/or commercial/retail businesses may result in noise and/or vibration and transmissions to the Condominium, and cause noise exposure levels affecting the Condominium to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features within the Condominium, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the purchasers and occupants of the Units and visitors to the Condominium. If required by any governmental authority, purchasers shall execute any required noise warning acknowledgement in a form prepared by the Vendor's Solicitor.

- (h) The Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating purchasers' occupancy of Units on their respective Occupancy Date or the Unit Transfer Date, as appropriate, and purchasers shall be solely responsible for directly contacting the Vendor's customer service office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall purchasers be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the purchase price of their respective Units, or against any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate such purchasers moving into the Condominium on (or within any period of time after) the Occupancy Date or the Unit Transfer Date, as appropriate.
- (i) At the point in time when each Unit is required to be occupied by its respective purchaser, there may still be outstanding construction and/or finishing work to be undertaken by the Vendor or the

Vendor's trades to portions of the exterior and/or interior of the Condominium which, pending the completion of all construction and finishing work in respect of the Condominium, may: (i) require the continued placement and use of an exterior hoist (for hauling or conveying construction materials, workers and/or debris) that is temporarily anchored to the exterior façade of the Condominium, immediately outside or near the Unit which in turn may obstruct purchasers' view to the outside; and/or (ii) cause excessive levels of noise, vibration, dust and/or debris, which obstruction of view, noise, vibration, dust and/or debris may be of concern to purchasers and may interfere with some activities of the occupants of the Units. Purchasers shall not interfere with the construction and completion of any portion of the Condominium by the Vendor or the Vendor's trades as they carry out their work.

- (j) Purchasers are advised that smoking of tobacco and cannabis is strictly prohibited within the Units and the Common Elements, save and except any exclusive use Common Element balconies, decks, terraces and patios adjacent to the Residential Units. Smoking shall not be permitted on any rooftop areas. For the purposes hereof, "smoking" includes inhaling any substances for the purpose of consuming cannabis or any derivatives therefrom or related thereto, in all manners, including inhaling smoke or vapours by way of a blunt, bong, bubbler, cigarette, pipe or vaporizer. Owners and residents are strictly prohibited from growing cannabis within the Units and the Common Elements, including the exclusive use Common Element balconies and patios adjacent to the Residential Units, in any way, including by the use of soil or hydroponics.
- (k) Purchasers/tenants are advised that the Residential Units shall not be used for short term rentals in the nature of Air BNB, etc., whatsoever and the final condominium declaration to be registered may contain further and other covenants and provisions to ensure same.
- (l) Despite the existence of building and design features to minimize odour migration, odour migration may continue to be a concern and may interfere with some activities of the owners and residents of the Units.
- (m) As and when Residential Units are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the occupants of the Condominium.
- (n) There may be street furniture, utility pedestals, service boxes, hydrants, hydro transformers, sidewalks, light poles, retaining walls, and various municipal and utility services constructed in proximity to the Condominium or to the Unit. Purchasers are advised that certain services may not be assumed by the Municipality and/or the Region.
- (o) The enjoyment and use of the outdoor common areas in the Condominium, including the parkette, may cause noise and inconvenience to the occupants of the Condominium.
- (p) The Condominium may be subject to various governmental approval conditions requiring the transfer of road widenings, easements and other dedications to the City or to other transferees. The Property and the Condominium may be altered and varied in order to accommodate such transfers of road widenings, easements and other dedications.
- (q) Purchasers are advised that the Vendor makes no representations/warranties in respect of accommodation in any local school near the Property. Despite the best efforts of each of the Kawartha Pine Ridge District School Board, Peterborough Victoria Northumberland and Clarington Catholic District School Board, Conseil Scolaire Catholique MonAvenir, or Conseil Scolaire Viamonde, as may be applicable, (individually, a "**Board**") sufficient accommodation might not be locally available for all students anticipated from the development area. Students may be accommodated in facilities outside the area, and may be later transferred.
- (r) Purchasers agree for the purpose of transportation to school, if bussing is provided by either in accordance with the applicable Board's policy, that students may not be bussed home to school, but will meet the bus at designated locations outside of the area.
- (s) Purchasers acknowledge that actual views from the proposed Condominium (or as may be shown on any site plan, artist's renderings or scale model) may be obstructed in the future due to the construction activities by the Vendor or third parties in the vicinity of the Condominium. The obstruction of such views shall not be considered a material change to this Disclosure Statement and purchasers shall have absolutely no claim or cause of action against the Vendor, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the purchase price of their respective Units, or against any portion of the monthly occupancy fees so paid or payable, as a result of the obstruction of such views.
- (t) Purchasers acknowledge that light intrusion and/or light infiltration from nearby Sign Unit(s) may cause a nuisance to Purchasers. In addition, there may be street furniture, utility pedestals, service boxes, hydrants, hydro transformers, sidewalks, light poles, retaining walls, and various municipal and utility services constructed in proximity to the Unit and the Condominium.

AMENDMENTS TO AGREEMENT

38. If, after the acceptance of this Purchase Agreement and the expiry of the initial 10-day statutory rescission

period, the Purchaser desires an amendment to this Purchase Agreement for the benefit of the Purchaser, then the Purchaser shall reimburse the Vendor on either the Occupancy Date or on the Unit Transfer Date, as applicable, for the legal fees and ancillary disbursements which may be incurred by the Vendor and/or charged by the Vendor's Solicitor in order to consider and/or give effect to such amendment, but without there being any obligation whatsoever on the part of the Vendor or the Vendor's Solicitor to approve of, or to implement, any such amendment so requested by the Purchaser, and with such administrative fees of the Vendor to be \$250.00 plus HST and the legal fees of the Vendor's Solicitor to be a minimum of \$450.00 plus disbursements, plus HST.

39. In the event that the Purchaser desires to:
- (a) increase the amount to be paid to the Vendor's Solicitor on the Occupancy Date at any time after the expiry of the initial 10-day statutory rescission period, (subject to obtaining Vendor's consent in its sole discretion);
 - (b) vary the name(s) or manner in which the Purchaser has previously requested to take title to the Property, (subject to obtaining Vendor's consent in its sole discretion);
 - (c) add or change any Parking Unit(s), and/or Locker Unit(s) being acquired from the Vendor;
 - (d) change his or her solicitor; and/or
 - (e) change any other information or any documentation reflected in (or comprising part of) the interim closing package or final closing package that is prepared by the Vendor's solicitor;

but fails to inform the Vendor's Solicitor regarding any of the foregoing changes prior to the time that the interim closing package or final closing package (as the case may be) has been completed (even if the package has not yet been forwarded to, or received by, the Purchaser's solicitor), then the Purchaser shall reimburse the Vendor, on either the Occupancy Date or on the Unit Transfer Date, for the legal fees and disbursements which may be incurred by the Vendor and/or charged by the Vendor's solicitors in order to revise the interim closing package or final closing package (or any portion thereof) accordingly, and/or to reproduce and resend the interim closing package or final closing package (or any portion thereof) as the case may be, to the Purchaser or the Purchaser's solicitor, but without there being any obligation whatsoever on the part of the Vendor or the Vendor's solicitors to approve of, or to implement, any such changes so requested by the Purchaser, and with such legal fees of the Vendor's Solicitor to be a minimum of \$350.00 plus disbursements, plus HST.

FINANCING

40. The Purchaser represents that the Purchaser is capable of obtaining such mortgage financing as the Purchaser requires to enable the Purchaser to pay the balance due on the Unit Transfer Date ("**Purchaser's Financing**"). **The Purchaser acknowledges having been notified by the Vendor that a consumer report containing credit and/or personal information may be applied for, obtained or referred to in connection with this transaction and the Purchaser hereby consents to same and to forthwith execute any documents and authorizations required by the Vendor in this regard.**

41. Within ten (10) days after the acceptance of this Purchase Agreement, and from time to time as requested by the Vendor, and within ten (10) Business Days of written request to do so, the Purchaser shall deliver to the Vendor:
- (a) a mortgage commitment from a bank, trust company or other financial institution which evidences that the Purchaser has been approved for Purchaser's Financing;
 - (b) evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Unit. If the Vendor (or the Vendor's construction lender) determines in its sole and unfettered discretion that the evidence provided to it is insufficient for the purposes of closing the transaction on the Unit Transfer Date, the Purchaser shall deliver a mortgage commitment from a bank, trust company or other financial institution evidencing that the Purchaser has been approved for Purchaser's Financing within thirty (30) days of request by the Vendor; or
 - (c) such other information as requested by the Vendor's construction lender.

42. In addition to any other remedies permitted herein, if the Purchaser defaults on any obligations described at Section 41 or if the mortgage commitments described therein are not satisfactory to the Vendor or its construction lender, in their sole discretion, then such breach shall be fundamental breach of contract and is therefore grounds for the Vendor to terminate this Agreement. The Vendor shall also have the option, but not the obligation, to require that the Purchaser forthwith apply to a lending institution designated by the Vendor (the "**Vendor's Lender**") to obtain a mortgage for the Purchaser's Financing at a principal amount not less than the Purchaser's Financing, for a term of three (3) to five (5) years as designated by the Vendor and on terms then offered by the Vendor's Lender for similar financing. It is understood and agreed that: (i) the Vendor's Lender may vary the Purchaser's Financing provisions, but not the principal amount; and (ii) the Vendor may vary the term of the Purchaser's Financing by decreasing it to not less than three (3) years or increasing it to not more than five (5) years. If the Purchaser's application for Purchaser's Financing is not approved in whole or in part by any lender designated by the Vendor within twenty (20) days of the Vendor's request that the Purchaser apply for same, then the Vendor shall, at its sole option, be entitled to proceed with the sale on the basis of a second mortgage back to the Vendor for the unapproved balance of the Purchaser's Financing, which second mortgage back shall be in the Vendor's form, at an interest rate that is determined by the Vendor but not more than three per cent (3%) greater than the interest rate offered by the Vendor's Lender for similar financing and for a term of one (1) to five (5) years as selected by the Vendor.

RISK

43. If the Unit is damaged prior to the Unit Transfer Date, the Vendor shall repair the damage, finish the Unit and provide Occupancy in accordance with this Purchase Agreement, subject to any Unavoidable Delay (as such

term is defined at Page 3 of 7 of the Addendum) and the delivery of notice of such Unavoidable Delay to the Purchaser in accordance with the terms of the Addendum.

DEFAULT

44.

- (a) In the event the Purchaser defaults in any of its obligations under this Purchase Agreement, including, *inter alia*, meeting its obligations under Section 2 hereof, the Vendor reserves the right to accelerate the payment of all Deposits by delivering written notice, in accordance with Section 57 of the Purchase Agreement, upon the Purchaser to pay the balance of the Deposits, which shall be paid within two (2) Business Days of the Vendor's demand thereof, failing which the Vendor reserves all remedies set forth in Section 44(b).
- (b) In the event that the Purchaser defaults on any of its obligations contained in this Purchase Agreement prior to the Unit Transfer Date and fails to remedy such default within five (5) Business Days of his being so notified in writing, in accordance with Section 57 of the Purchase Agreement, (except that no period of rectification shall be accorded to the Purchaser in the event the Purchaser fails to close on the Unit Transfer Date, or (ii) the Vendor provides, at its option, any additional time to remedy a default or as otherwise specified herein) then such default shall be a fundamental breach of this Purchase Agreement and acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Purchase Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the Deposits shall be forfeited to the Vendor, at its option, in addition to any other remedy hereunder or at law available to the Vendor. In the event of the termination of this Purchase Agreement by reason of the Purchaser's default as aforesaid, the Purchaser shall forthwith vacate the Unit and shall execute such releases and any other documents or assurances as the Vendor may require with respect to releasing the Purchaser's interest in the Unit and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be the Purchaser's lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead. In the event the Vendor grants an extension to the five (5) Business Day notice period for default rectification, no further notice need be given if the Purchaser fails to rectify the default within such extended period of time. In the event the Vendor grants an extension to the five (5) Business Day notice period for default rectification, no further notice need be given if the Purchaser fails to rectify the default within such extended period of time.
- (c) Notwithstanding Section 44(a) above, the Vendor shall be entitled to a vendor's lien for any unpaid purchase monies or interest thereon and for any other adjustments or payments required to be made by the Purchaser and for the amount of any HST Rebate not assigned pursuant to the terms of this Purchase Agreement and not made at the time of the Unit Transfer Date including, *inter alia*, HST rebates rejected by Canada Revenue Agency ("**CRA**"). The Purchaser hereby consents to registration of the Vendor's lien provided for herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's lien within a reasonable time after receipt by the Vendor of the final advance of the monies secured by the Vendor's lien plus interest at the prime rate of interest of the Bank of Nova Scotia in Toronto from time to time plus five percent (5%) per annum.
- (d) In the event this Agreement is terminated due to the default by the Vendor of its obligations under this Purchase Agreement, or otherwise through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee, or for optional upgrades, changes or extras ordered by the Purchaser, save and except as provided for in the ONHWPA or the Addendum to the contrary. In no event shall the Purchaser have any other remedies at law or under this contract, nor shall the Vendor or its agents be liable for any damages or costs whatsoever in relation to this transaction, including without limitation, for any loss of bargain, relocation costs, professional fees and disbursements, opportunity costs, or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim which may be made by the Purchaser against the Vendor. It is understood and agreed by the parties that if construction of the Unit is not completed in accordance with the provisions of this Agreement on or before the Closing Date, or any extension thereof, the Vendor's responsibility shall only be limited to those costs, damages and expenses that the Purchaser may claim pursuant to the ONHWPA and/or the Addendum.

45. If any money is paid by the Vendor to complete or rectify the Purchaser's obligations under this Purchase Agreement, then the Purchaser shall upon demand pay such amount and the Unit shall be charged therewith, which charge may (in addition to any other remedy) be enforced by the Vendor as a mortgagee holding a mortgage in default under the *Mortgages Act* of Ontario.

PURCHASER'S CONSENT TO COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

46. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information (including without limitation, the Purchaser's name, home address, e-mail address, facsimile/telephone number, age, marital status, business registration number [where the Purchaser is a corporation])

residency status, social insurance number [for the limited purpose described in section (i) below] and the Purchaser's desired suite design(s) and colour/finish selections), in connection with the completion of this transaction, for post-closing and after-sales customer care purposes and for the purposes of marketing, advertising and/or selling various products (including without limitation other residential dwellings) and/or services to the Purchaser and/or members of the Purchaser's family. The Purchaser further consents to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- (a) any companies or legal entities that are associated with, related to, affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (b) any real estate agent(s) and/or broker(s) who introduced the Purchaser to this Condominium and/or to the Vendor and which introduction has culminated in an executed agreement of purchase and sale between the Purchaser and the Vendor in respect of the Unit (and to whom the Vendor has paid, or intends to pay, a real estate commission in connection with the completion of this purchase and sale transaction), and allowing said real estate agent(s) and/or broker(s) to access, through the Vendor or the Vendor's information service provider, information pertaining to various Units and sales transactions in respect of which commissions are (or may be) due and payable or otherwise owing to them, for the purpose of facilitating the completion of this transaction and keeping track of when and how much commissions are (or may be) due and owing to them;
- (c) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
- (d) any private lender(s), financial institution(s) providing (or wishing to provide) financing or mortgage financing, banking and/or other financial or related services to (i) the Vendor or (ii) the Purchaser and/or members of the Purchaser's families, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated take-out lender(s), TARION and/or any warranty bond provider and/or excess deposit insurer, as applicable;
- (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Unit (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Unit (or any portion thereof) and/or the Condominium, including without limitation, any company or companies retained by the Vendor or the Condominium from time to time to read any check or consumption meter(s) for utility services that may be appurtenant to any of the units;
- (h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium will be or is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), Canada Revenue Agency (i.e. with respect to GST) and the Municipal Property Assessment Corporation (i.e. with respect of realty taxes);
- (i) Canada Revenue Agency, to whose attention the appropriate T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(l)(b)(ii) of *The Income Tax Act* R.S.C. 1985, as amended;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction or enforcement of the Vendor's rights under the agreement of purchase and sale, to Teranet (under whose auspices the deed/transfer of title to the Purchaser is ultimately registered through the Teraview Electronic Registration System), and to any systems or programs used by the Vendor or the Vendor's Solicitor to provide on-line delivery of interim occupancy and final closing documentation for the review and retrieval by the Purchaser's solicitor;
- (k) the condominium corporation, for purposes of facilitating the completion of the corporation's voting, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
- (l) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial

statements and audits; and

- (m) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

GENERAL

47. Each party shall pay all costs of registration of their respective documents.

48. The Purchaser and the Vendor acknowledge and agree that this Purchase Agreement and any amendments thereto may be executed and delivered by electronic transmission and each of the parties to this Agreement may rely on such electronic signature as though such were an original signature.

49. This Purchase Agreement and any amendments thereto may be executed in one or more counterparts, including by facsimile or electronic mail (“**e-mail**”) transmission, or on an electronic device employing an electronic document signature platform, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Purchase Agreement.

50. This Purchase Agreement, when accepted, shall constitute a binding agreement of purchase and sale. It is agreed and understood that, other than as expressed herein, there is no representation, warranty, collateral term or condition affecting this Purchase Agreement or the Unit for which the Vendor can be held responsible in any way, whether they be contained in any sales material, brochure or alleged against any sales representative or agent, whether orally or in writing. The Condominium and all equipment contained therein shall remain at the risk of the Vendor until the Unit Transfer Date.

51. The Purchaser acknowledges that the Vendor may from time to time lease any or all unsold residential units in the Condominium and this section shall also constitute notice to the Purchaser as registered owner of the Unit after the Unit Transfer Date.

52. If any provision of this Purchase Agreement or the application thereof to any person or circumstances, to any extent, be invalid or unenforceable, then the remainder of this Purchase Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Purchase Agreement shall be valid and enforced to the fullest extent permitted by law.

53. Time shall be of the essence of this Purchase Agreement in all respects and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors, who are hereby expressly authorized in that regard. This Purchase Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

54. The Purchaser's covenants and agreements herein shall not merge on the Unit Transfer Date but shall remain in full force and effect according to their terms, notwithstanding the conveyance of title to the Unit and the payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of the Purchaser's covenants on Unit Transfer Date if so required by the Vendor.

55. All schedules attached hereto shall constitute and form part of this Purchase Agreement.

56. The meanings of the words and phrases used in this Purchase Agreement and in any schedule annexed hereto shall have the meanings ascribed to them in the Act, unless this Purchase Agreement or the context otherwise requires a different meaning for same. This Purchase Agreement shall be read with all changes in gender and number required by the context.

57. Any written notice required under the Addendum shall be delivered and deemed to be given in accordance with the terms described at Paragraph 14 of the Addendum. Any other written notice or document required or desired to be given to the Purchaser or to the Vendor shall be deemed to have been sufficiently given if same is in writing and either (i) personally delivered or delivered by courier to the Purchaser or Vendor or to their respective solicitors, as the case may be, at the address noted on the first page of this Purchase Agreement and any such document and notice shall be deemed to have been given and received on the date of personal delivery or delivery by courier, (ii) mailed by prepaid ordinary post and addressed to the Purchaser or Vendor or their respective solicitors, as the case may be, at the address noted on the Addendum and any such document and notice shall be deemed to have been given and received two (2) Business Days after the date of mailing, or (iii) delivered by e-mail to the Purchaser or Vendor or to their respective solicitors, as the case may be, at the e-mail address noted on the Addendum and any such document and notice shall be deemed to have been given and received on the date of e-mail transmission, (or the next Business Day if the date of delivery or transmission is not a Business Day), provided that in respect of e-mail transmission, the sender does not receive notification that the transmission did not go through.

58. The Purchaser acknowledges that the Vendor is not required to deliver “hard” or paper copies of the documentation pertaining to the Occupancy of the Unit or the conveyance of title to the Unit, draft or otherwise, to the Purchaser or the Purchaser’s solicitor (the “**Closing Documentation**”). The Vendor or the Vendor’s representatives may, at their option, deliver to the Purchaser or the Purchaser’s solicitor any or all of the Closing Documentation by e-mail and/or by website. If delivered by website, the Closing Documentation shall be made available for download on an internet website designated by the Vendor and access to such website shall be effected by way of a confidential password to be provided to the Purchaser and/or the Purchaser’s solicitor.

59. The Purchaser further acknowledges that an application may be made to obtain minor variances in respect of the Condominium or any other development or rezoning application on any adjacent land or lands owned by an affiliate of the Vendor within a radius of 5 kms of the Condominium. The Purchaser hereby covenants and agrees that it shall not oppose any such application so as to enable, *inter alia*, a change in the density coverage or the residential unit count or yield thereof, or height, or any other lawful purpose, and the Purchaser further acknowledges and agrees that the covenant may be pleaded as an estoppel or bar to any opposition or objection

raised by the Purchaser thereto. The Purchaser further covenants and agrees to accept title to the Unit subject to this covenant and restriction and to accept the transfer containing this covenant and restriction or one similar thereto and hereby undertakes and agrees to abide by such covenant after Closing and to extract a similar covenant and restriction to the foregoing from his immediate successors in title to the Unit, all of which shall be assigned for the benefit of the Vendor.

60. This Purchase Agreement is subject to and conditional until the conveyance of title to the Unit on the Unit Transfer Date upon compliance with the subdivision control provisions (section 50) of the *Planning Act* (Ontario) by virtue of registration of the building to be constructed upon the Property under the Act, which compliance shall be obtained by the Vendor at its sole expense, on or before Unit Transfer Date.

61. Where the Purchaser is a corporation, the Purchaser shall be required to provide its articles of incorporation and incumbency certificate together with the payment of the Vendor's administration and processing fee of \$250.00 plus HST, and any other corporate documents required by the Vendor in its sole and absolute discretion. The execution of this Purchase Agreement by the principal or principals of such corporation shall be deemed and construed to constitute the personal guarantee of such person or person so signing with respect to the obligations of the Purchaser herein, and such person or persons shall also be correspondingly be obliged to unconditionally guarantee any mortgage(s) required to be given by the Purchaser on Unit Transfer Date, in accordance with the provisions hereof.

62. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure. The sole cause of action which the Purchaser may have arising out of this Purchase Agreement shall lie against the named Vendor herein only (and not against any director, officer or shareholder of the Vendor or any other person, firm, corporation), it being acknowledged that this Purchase Agreement creates no interest in land.

63. If the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Unit on joint account with right of survivorship, and shall be liable on a joint and several basis and accordingly, should any of the individuals comprising the Purchaser die before the Unit Transfer Date, then the Vendor is hereby authorised and directed to engross the deed/transfer of title in the name of the surviving individual(s) comprising the Purchaser, without requiring probate of the deceased individual's last will and testament.

64. In the event that any of the documents delivered by the Vendor's Solicitor to the Purchaser or Purchaser's solicitor for execution by the Purchaser are signed in foreign characters or lettering (which bears no relation to the Purchaser's name in English, as same appears in the document(s) being executed), then the Purchaser agrees to ensure that his or her signature is duly witnessed, and that a statement is added in English by such witness confirming that the witness saw the Purchaser sign the document after same had been read to the Purchaser and the Purchaser appeared to fully understand same. The Purchaser shall be required to provide photo ID at the request of the Vendor.

65. In the event that the transaction contemplated in the Purchase Agreement is terminated for any reason whatsoever, the Purchaser undertakes to return the marketing and Disclosure Documents provided to the Purchaser by the Vendor or its representatives to the Vendor's Solicitor at the Purchaser's sole cost and expense forthwith upon such termination.

66. The Purchaser shall not be permitted to direct title to any third parties. The Purchaser shall be entitled to assign the Purchase Agreement to his or her spouse or a member of his or her immediate family only, or to a company which is controlled by the Purchaser as such term is defined under the *Business Corporations Act* of Ontario (provided the Purchaser provides the Vendor with evidence of same satisfactory to the Vendor in its sole discretion). The permitted assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and the Vendor's administration and processing fee of \$250.00 plus HST and the Vendor's Solicitor's fees of \$450.00 plus HST.

67. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase the Unit, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Purchase Agreement or the Unit or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Purchase Agreement reviewed by the Purchaser's solicitor prior to signing same or prior to the end of the rescission period provided by the Act. In the event there is a conflict between any term(s) in this Purchase Agreement, the Vendor shall determine which conflicting term(s) prevail(s).

68. Purchasers are advised that, as a result of uncertainty in the natural gas, hydro and water distribution markets, the Vendor's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of this Purchase Agreement and which are beyond the Vendor's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities for the first year shall be updated to reflect market conditions as of the date of registration as an alternative (in the Vendor's sole discretion) to applying the inflation factor referenced in the Disclosure Statement. The Budget and common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Vendor, despite section 75 of the Act. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement and Budget. In addition, Purchasers agree that this acknowledgement may be pleaded by the Vendor as complete defence to any application or objection raised by Purchasers in this regard.

69. The Purchaser covenants to execute and deliver to the Vendor or its sales representative an acknowledgement of receipt of all the Vendor's Disclosure Statement, Ontario's Residential Condominium Buyer's Guide, and a copy of this Purchase Agreement duly executed by both parties hereto, within ten (10) days of written or verbal request to do so, failing which as a result of such breach, the Vendor shall have the unilateral right to terminate this Purchase Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial Deposit shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

70. Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its absolute discretion determines, upon completion of this transaction on the Occupancy Date, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by five (5:00) p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next Business Day.

71. The Purchaser acknowledges and agrees to abide by any policies, guidelines, protocols or restrictions the Vendor/Declarant and/or its sales team may impose to comply with, or to implement those recommendations, by-laws or guidelines, as may be applicable, of Governmental Authorities as a result of Covid-19 and any future wave or phase of that pandemic or new pandemic. The foregoing policies may affect the manner in which the Vendor/Declarant and the Purchaser are expected to execute or perform certain obligations hereunder, including, without limitation, for the implementation of measures for social distancing, mandatory masks, the conduct of virtual meetings, etc.

robapp\6548400.1

SCHEDULE “B”

MONDRIA 1 FEATURES AND FINISHES

BUILDING FEATURES

- Contemporary building inspired by Piet Mondrian
- Cutting-edge AI concierge with smartphone-compatible community access systems, including two-way video Communication links from principal building areas
- Conveniently located Canada Post mailboxes with oversized parcel lockers on ground floor
- Snaile integrated parcel lockers for Amazon and other online deliveries
- Elegantly-appointed main residential lobby and lounge spaces
- Wellness Centre featuring fitness areas with cardio and weight equipment, yoga/stretch area with adjoining landscaped outdoor wellness patio
- Ballroom featuring designer-decorated space for private functions with kitchen, bar, dining/conference room, communal lounge area with adjoining landscaped outdoor patio space for al fresco dining
- Co-working Space featuring individual breakout pods as well as conference-ready areas, outdoor working patio for summer, full teleconferencing equipment, dedicated high-speed Wi-Fi connection, and coffee bar
- Landscaped rooftop patio and BBQ area with comfortable seating for al-fresco dining and entertainment
- Dedicated ground-level park and picnic area with multi-use sporting green and family-friendly playground
- Two conveniently located passenger elevators
- Underground resident parking with controlled access and at-grade visitors parking
- Controlled access to bike storage locker room
- Waste management and recycling system with disposal chute access on each floor
- Electrical vehicle charging stations available in parking garage

SUITE FEATURES

- Solid core suite entry door with single lever lockset and guest viewer
- Ceiling height in principal rooms on ground level and sixth floor are approximately 12 ft. high. Levels two and three are approximately 9ft high, fourth and fifth are approximately 11ft. high
- Sound dampening demising walls
- Smooth white painted & polished exposed concrete ceilings
- Resilient engineered laminate flooring in kitchen, living areas and bedrooms
- Vinyl coated wire shelving in all closets
- Low VOC painted white walls
- Modern baseboard and door casing, 7’ interior doors with lever-style handles
- Double glazed, Low-E (emission), insulated glass window units to retain internal warmth and lower energy usage
- Balconies and terraces, with electrical outlet, glass railings and weather-resistant light fixture
- Sliding/swing doors open onto balconies and terraces

KITCHEN AND LAUNDRY

- European concept kitchen with contemporary cabinetry and self-pulls, from vendor’s samples
- Modern islands where applicable as per plan *
- Stone kitchen countertop from vendor’s samples
- Stainless steel, under-mounted single bowl sink with single lever pull-out faucet
- Ceramic backsplash tile per designer’s colour selection packages
- Stainless steel appliance package to include: refrigerator, free standing stove, dishwasher, over the range microwave with exhaust venting
- Stacked washer/dryer in white
- Under-cabinet Valance with LED Strip lighting

**AS PER PLAN WHERE APPLICABLE*

BATHROOM

- Porcelain oversized floor tiles and ceramic tub/shower wall tiles from vendors standard packages
- Designer vanity cabinet with single lever faucet and full width mirrors
- Solid surface vanity countertop with undermount sink and single lever faucet
- Lustrous collection of chrome bathroom fixtures and accessories
- Walk-in showers with glass euro panel shower enclosure, tiled shower floors, applicable as per plan*
- Built-in soaker tubs with pressure balanced faucet where applicable as per plan*
- Water-efficient low-flow toilets
- Exhaust fan
- Privacy locks on bathroom doors

ELECTRICAL AND MECHANICAL

- Covered service panel with circuit breakers
- Pre-wired for access to high-speed internet, telecommunication outlets in living areas and master bedroom
- Standard light package includes:
 - Flush ceiling mounted light in Foyer, Hallways, Den and Bedrooms.
 - Track Lighting and LED undercabinet lighting in Kitchen
 - Decorative wall mounted vanity lights,
 - Shower pot lights in walk in showers*
 - Switch operated outlet in the living areas.
- Purchaser’s individually controlled heating and air conditioning fan coil system
- Smoke, heat and carbon monoxide detectors as per code
- Modern, white receptacles and switches
- Electrical outlet and waterproof light fixture on Balcony/Terraces*

SECURITY FEATURES

- Surveillance camera system monitoring entrances and garage
- Key fob access at select entrance points and into underground parking garage
- In suite alarm system, complete with visual communication system
- State-of-the-art entry communication panel conveniently located in both main and courtyard entrances
- Standard deadbolt and door handle locks on suite doors
- In-suite fire system sprinklers

Notes:

1. References to model types or model numbers refer to current manufacturer’s models. If these types or models change or become unavailable, the Vendor shall provide a materially equivalent model.
2. All dimensions, if any, are approximate.
3. All specifications and materials are subject to change without notice.
4. Pursuant to the Agreement or this Schedule or pursuant to supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct or install an additional feature within the Unit which is an optional Extra/Upgrade. If, as a result of building, construction or site conditions within the Unit or the condominium building, the Vendor is unable to construct or install such Extra/Upgrade, the Vendor may, by written notice to the Purchaser, terminate the Vendor’s obligation to construct the Extra/Upgrade.

**AS PER PLAN WHERE APPLICABLE*

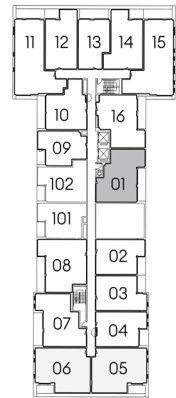
LIVE THE ART™
BOUTIQUE RESIDENCES - COURTICE.



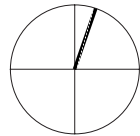
SCHEDULE Y

DRUMMOND
2 BEDROOMS + DEN

SUITE 201



LEVEL 2



© 2021 Monde Development Group Inc. Project names and logos are Trademarks of their respective owners. All rights reserved. Plans are not to scale and are subject to architectural review and revisions, including, without limitation, that the Units shown may be the reverse of the unit purchased. Any furnishing and/or kitchen islands displayed are not to scale and are show for illustration purposes only, and do not necessarily reflect the electrical plan of the suite. Suites are sold unfurnished. All materials, specifications, floorplans, details, stated areas and dimensions if any, are approximate, and are subject to change without notice in order to comply with building site conditions, municipal, structural, Vendor, and/or architectural requirements as well as normal construction variances. Dimensions may exceed usable floor area. Actual usable floor space may vary from stated floor area in accordance with Bulletin 22 issued by the Taron Warranty Corporation. Bulkheads are not shown on this plan and may be located in areas of the Unit as required to provide ventilation, mechanical, utility, servicing, and other systems. Balconies and Terraces where applicable are shown for display purposes only and locations and size are subject to change without notice. Exterior elevations and site plan are subject to approval and the purchaser agrees to accept any change. The size, type, and locations of windows and mullions are subject to change and will vary by floor. All illustrations are artist's concepts only. E. & O.E. May 2021

DATE: 2021-07-03 | 14:35:01 EDT
DocuSigned by:
2820484 ONTARIO INC. BILLY SINGH
SIGNATURE: DocuSigned by:
Steve Ciekian
SIGNATURE: 18BCE608ACA41C...

**SCHEDULE “C”
MONDRIA 1**

MONDRIA 1

**ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE DOCUMENTS
AND ACCEPTED AGREEMENT OF PURCHASE AND SALE**

TO: MONDE DEVELOPMENT GROUP INC.

RE: UNIT 01, LEVEL 2,

The undersigned Purchaser hereby acknowledges that he/she/they has/have received the following documents from MONDE DEVELOPMENT GROUP INC. for the residential condominium being developed in the Municipality of Clarington, Ontario and known as “Mondria 1”, namely:

1. a copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) fully executed by the Vendor and the Purchaser;
2. a copy of Ontario's Residential Condominium Buyers' Guide in accordance with the requirements of Section 72 of the *Condominium Act*, 1988, which the Purchaser acknowledges shall be delivered in an electronic format;
3. a copy of the current Disclosure Statement in accordance with the requirements of Section 72 of the Condominium Act, 1988 including the following items, which the Purchaser acknowledges shall be delivered in an electronic format:

;

- (i) Disclosure Statement;
- (ii) Proposed Declaration;
- (iii) Proposed First Year Budget;
- (iv) Proposed Rules;
- (v) Proposed By-laws;
- (vi) Proposed Management Agreement; and
- (vii) Draft Condominium Plan.

The Purchaser acknowledges and agrees that the 10 day rescission period as set out in Section 73(2) of the Condominium Act, 1998 will begin to run from this date. Therefore the Purchaser has until 11:59 pm on the 10th day from the date set out below to terminate or cancel the Agreement of Purchase and Sale noted above, for any reason, and receive a return of his/her deposit.

DATED 2021-07-03 | 18:15:13 EDT

- DocuSigned by:

2820484 ONTARIO INC. BILLY SINGH

Purchaser 236E7393EAD3444...

236E7393
Purchaser

(Print Name) 2820484 ONTARIO INC. BILLY SINGH

Witness as to all signatures

Purchaser

(Print Name)

SCHEDULE “X”
PURCHASER CONTACT INFORMATION FOR TARION

VENDOR’S HCRA LICENCE NUMBER:	48503
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Suite No. :	201	Residential Unit No.	01	Level No.:	2
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1 st Purchaser Name:	2820484 ONTARIO INC. BILLY SINGH
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1 st Purchaser Primary Phone No.:	416-420-3442
--	--------------

1 st Purchaser Primary Email Address:	bsingh@terraprobe.ca
--	----------------------

2 nd Purchaser Name:	
---------------------------------	--

2 nd Purchaser Primary Phone No.:	
--	--

2 nd Purchaser Primary Email Address:	
--	--

Primary Mailing Address For Purchaser(s):	48 Ivy Lea Court, Brampton, ON L6Y 4K6 Canada
---	---

THE UNDERSIGNED being the Purchaser(s) of the Residential Unit hereby acknowledge(s) and agree(s):

- 1) to advise Tarion of any changes in the Purchaser’s contact information, or
- 2) if the Purchaser(s) assign(s) their interest in the purchase agreement to another buyer to provide Tarion the contact information (name, mailing address and email address) for the new purchaser.

Note to Purchaser(s): The *Ontario New Home Warranties Plan Act* and regulations require new home vendors to provide your contact information to the warranty authority, Tarion, to allow it to better serve new home purchasers.

The Purchaser(s) hereby consent(s) to the disclosure and/or distribution of any or all of the Purchaser’s contact and personal information to Tarion and to HCRA.

DATED this 2021-07-03 | 14:35:01 EDT.

WITNESS:

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)

DocuSigned by:
2820484 ONTARIO INC. BILLY SINGH
288E7393EAD3444...
Purchaser

Purchaser

Condominium Form
(Tentative Occupancy Date)

Property Mondria 1 - 1607 King St. E, Courtice

Statement of Critical Dates
Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR	Monde Development Group Inc.
	Full Name(s)
PURCHASER	2820484 ONTARIO INC. BALWINDER SINGH
	Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 01 day of September, 2023.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ____ day of _____, 20____.
Final Tentative Occupancy Date

or

the ____ day of _____, 20____.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 01 day of March, 2026.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: (i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 01 day of June, 2023.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

the 01 day of April, 2026.

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 2021-07-03 | 18:15:13 EDT day of _____, 20____.
VENDOR: Monde Development Group Inc.
Steve Cuckian
18BCFE608ACA41C...

DocuSigned by:
PURCHASER: 2820484 ONTARIO INC. BILLY SINGH
236E7393EAD3444...

Condominium Form
(Tentative Occupancy Date)

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	Monde Development Group Inc.		
	Full Name(s) 48503	1607 King St. E	
	HCRA Licence Number (416) 834-3821	Address Courtice	Ontario L1E 2R7
	Phone	City	Province Postal Code
		mondria-one@gmail.com	
	Fax	Email*	

PURCHASER	2820484 ONTARIO INC. BALWINDER SINGH		
	Full Name(s) 48 Ivy Lea Court, Brampton, ON L6Y 4K6 Canada		
	Address 416-420-3442	City	Province Postal Code
	Phone		
		bsingh@terraprobe.ca	
	Fax	Email*	

PROPERTY DESCRIPTION

1607 King St. E			
Municipal Address Courtice	Ontario	L1E 2R7	
City PT LT 32, CONC 2, Darlington	Province	Postal Code	
Short Legal Description			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. ⊗ Yes ○ No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: ○ has occurred; or ☒ ○ is expected to occur by the 1st day of April , 2022.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note:** Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

Condominium Form
(Tentative Occupancy Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the “Firm Occupancy Date” for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

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- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

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- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☐ Yes ☐ No
- (d) If the answer in (c) above is “Yes”, then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed “Early Termination Conditions”:

Condition #1 (if applicable)
Description of the Early Termination Condition: **See Appendix Attached**

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 ____.

Condition #2 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 ____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
 - (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
 - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

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- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the “Purchaser Occupancy Obligations”):
 - (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor’s delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs(a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

“**Building**” means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

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not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

“**Closing**” means completion of the sale of the home, including transfer of title to the home to the Purchaser.

“**Commencement of Construction**” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

“**Critical Dates**” means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

“**Delayed Occupancy Date**” means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

“**Early Termination Conditions**” means the types of conditions listed in Schedule A.

“**Final Tentative Occupancy Date**” means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

“**Firm Occupancy Date**” means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**Formal Zoning Approval**” occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

“**Occupancy**” means the right to use or occupy the home in accordance with the Purchase Agreement.

“**Occupancy Date**” means the date the Purchaser is given Occupancy.

“**Outside Occupancy Date**” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“**Property**” or “**home**” means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“**Roof Assembly Date**” means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

“**Statement of Critical Dates**” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“**The ONHWP Act**” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“**Unavoidable Delay**” means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“**Unavoidable Delay Period**” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

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Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
 - (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
 - (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

“Approval” means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

“Approving Authority” means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

Condominium Form
(Tentative Occupancy Date)

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

Part I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

Item	Amount	Paragraph No.
Regulatory Oversight Fee payable to HCRA	Currently \$145 plus any applicable taxes, per each new home	20(d)
Deposit Fee	\$65 plus HST per Deposit	20(j)
(Partial) Discharge of mortgages	\$200.00 plus HST	20(k)
NSF/Dishonoured Cheque or EFT Fee	\$350.00 per occurrence	20(l)
Law Society Transaction Levy	Currently \$75.00 plus HST	20(m)
Status Certificate	\$100.00 plus HST	20(n)
Pre-Delivery Inspection Fee	\$300.00 plus HST	20(p)
Electronic Registration Fee	\$250.00 plus HST	20(s)
Solicitor's fee re Amendments to Purchase Agreement (including assignment to spouse, immediate family member)	\$450.00 plus disbursements and HST	38, 66
Changes to the Closing Packages	\$350.00 plus disbursements and HST	39
Administration Fee re Corporate Due Diligence	\$250.00 plus HST	61
Vendor's Administration Fee re assignment to spouse, immediate family, or company controlled by Purchaser, or amendment fee	\$450.00 plus HST	38, 66

Condominium Form
(Tentative Occupancy Date)

Part II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

Item	Amount	Paragraph No.
Charges for installation, connection energization, meters or check meters for water, gas or hydro services	To be determined by Vendor	20(a)
Increase in or new Levies plus HST	To be determined by Vendor	20(b)
Enrolment fee payable to Tarion	To be determined in accordance with Tarion Schedule	20(c)
Realty taxes	To be apportioned and allowed to Closing	20(e), 23
Common Expenses and/or monthly Occupancy Fee	To be apportioned	20(f), (g)
Any Parks levy or other contributions or charges to City of Toronto, if applicable	To be determined by Vendor, if applicable	20(h)
One day’s interest on balance of the Purchase Price	To be determined on Closing, if applicable	20(i)
Reserve Fund contribution	To be apportioned	20(o)
Extras/Upgrades not previously paid for plus HST	To be determined on Closing, if applicable	20(q)
Solicitor's Fee for Purchaser's Financing, if applicable	To be determined by Vendor or its solicitor, if applicable	20(r)
Increased construction costs as a result of legislative change, and/or requirements of Municipality or Region	To be determined on Closing, if applicable	20(t)
Charges, fees imposed by Municipality re building permit, or Canada Post	To be determined on Closing, if applicable	20(u)
Utility service charges including water, hydro, gas, cable TV set up and not paid by Purchaser; Utility security deposits payable to utility provider	To be determined on Closing, if applicable	20(v), 23
Any new or increase of taxes imposed by the authorities	To be determined by Vendor, if applicable	20(w), 25
De-watering or waste water charges or sanitary discharge charges	To be determined by Vendor, if applicable	20(x)
Merchant fees relating to Purchaser’s use of a credit card	To be determined by Vendor, if applicable	20(y)
Cost of any Unauthorized Work or damage to Unit during Occupancy	To be determined on Closing, if applicable	12(d), 31(k)
All taxes on adjustment items	To be determined on Closing	20(z), 25, 26(g)
Any charges or fees payable to the Vendor or Vendor’s Solicitor as a condition of consent, etc.	To be determined on Closing, if applicable	20(aa)

APPENDIX TO DELAYED OCCUPANCY WARRANTY ADDENDUM
Additional Early Termination Conditions

ADDITIONAL CONDITION #1 – Sales Threshold

Description of the Early Termination Condition:

The Purchase Agreement is conditional upon receipt by the Vendor of confirmation that sales of Condominium dwelling units have exceeded seventy-five percent (75%) of the proposed dwelling units in the proposed development (a sale being confirmed when such sale is not subject to rescission by the purchaser). This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. The date by which this condition is to be satisfied or waived by the Vendor is noted below. This condition shall be deemed satisfied or waived by the Vendor unless written notice is sent to the Purchaser by the date set forth below.

The Approving Authority (as that term is defined in Schedule A to the Addendum) is:

There is no Approving Authority for this Early Termination Condition.

The date by which this Condition is to be satisfied is May 1, 2023.

ADDITIONAL CONDITION #2 – Construction Financing

Description of the Early Termination Condition:

The Purchase Agreement is conditional upon receipt by the Vendor of confirmation that financing for the project, including the construction of the Condominium has been arranged on terms satisfactory to the Vendor in its discretion and has been accepted. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. The date by which this condition is to be satisfied or waived by the Vendor is noted below. This condition shall be deemed satisfied or waived by the Vendor unless written notice is sent to the Purchaser by the date set forth below.

The Approving Authority (as that term is defined in Schedule A to the Addendum) is:

There is no Approving Authority for this Early Termination Condition.

The date by which this Condition is to be satisfied is May 1, 2023.

ADDITIONAL CONDITION #3 – Purchaser Financing

Description of the Early Termination Condition:

The Purchase Agreement is conditional upon the Vendor being satisfied the Purchaser has the financial resources to complete the transaction based on the information to be provided by the Purchaser to the Vendor as set forth in Sections 40 & 41 of the Purchase Agreement. This condition is for the benefit of the Vendor and may be waived by the Vendor in its sole discretion. The date by which this condition is to be satisfied or waived by the Vendor is noted below and is a maximum of 60 days following the signing of the Purchase Agreement. This condition shall be deemed satisfied or waived by the Vendor unless written notice is sent to the Purchaser by the date set forth below (being 60 days following the signing of the Purchase Agreement).

The Approving Authority (as that term is defined in Schedule A to the Addendum) is:

There is no Approving Authority for this Early Termination Condition

The date by which this Condition is to be satisfied is 60 days following the execution of the Purchase Agreement by the Vendor.



Warranty Information for New Condominium Units

This information sheet provides a basic overview of the warranties and protections that come with your new condominium unit. This warranty is provided to you **by your builder** and backed by Tarion. For more detailed information, visit **tarion.com** and log into our online learning hub at **www.tarion.com/learninghub**

The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed on the PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder. There is more information about the PDI here: **www.tarion.com/learninghub**

Deposit Protection

The Condominium Act requires your builder to hold the deposit for your condominium unit in trust until the deposit is provided to the person entitled to it or the amount of your deposit is insured, as applicable. If your Agreement of Purchase and Sale is terminated by the builder, except as a result of the Purchaser’s default, your deposit must be returned to you in full within 10 days. If your deposit is not returned, you are still protected by Tarion for the return of your deposit, or portion that has not yet been returned, up to \$20,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario’s Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario’s Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

The Common Elements Warranty

For most condominiums, warranty coverage also includes the shared areas, known as the common elements. The common elements warranty is separate from your unit warranty. It begins when the condominium is registered and, unlike your unit warranty, is managed by your condominium corporation. For warranty assistance related to items located outside of the boundaries of your unit, contact your property manager or condominium corporation’s Board of Directors. To learn more about your unit and common element boundaries, you can refer to Schedule C of the proposed declaration in your disclosure statement or, if the condominium is registered, of the registered declaration.

Important Next Steps

1. Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion’s **MyHome** right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario’s new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or customerservice@tarion.com.

Project: Mondria1

Purchaser: 2820484 Ontario Inc. Billy Singh

Suite: 201

AGENCY DISCLOSURE

DS

ABS

1. Sub-Agent

~~The Purchaser acknowledges that the Co-operating Broker has acted, and is acting as sub agent of the Vendor and will be compensated through the Listing Broker.~~

DS

ABS

2. Buyer Broker

~~The Purchaser acknowledges that the Co-operating Broker acts for the Purchaser under a Purchaser’s Agency Agreement and that the Co-operating Broker will be compensated by the Vendor.~~

3. Single Agent

The Purchaser acknowledges that the Listing Broker, Baker Real Estate Incorporated is acting for and is being compensated by the Vendor as the listing Brokerage but is also providing customer service to the Buyer. The Brokerage’s duties to the Buyer include:

- The Ethical duty to deal fairly, honestly and with integrity;
- The Legal duty to exercise due care when answering questions and providing information; and
- The Legal duty to avoid misrepresentation.

DocuSigned by:

2820484 ONTARIO INC. BILLY SINGH

238E7393EAD3444...

Purchaser: 2820484 ONTARIO INC. BILLY SINGH

Witness
Baker Real Estate Incorporated
Brokerage

Purchaser:

This is Exhibit "O" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c.C.30

B E T W E E N:

RESTORATION AID INC.

Plaintiff

and

MONDE DEVELOPMENT GROUP INC., MAJID HAMID, THE SOVEREIGN GENERAL
INSURANCE COMPANY, MARSHALLZEHR GROUP INC., MERIDIAN CREDIT UNION
LIMITED and CHUBB INSURANCE COMPANY OF CANADA

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff.
The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of 150 Bond Street East
court office: Oshawa, ON L1G 0A2

TO: Monde Development Group Inc.
302 Pinehurst Drive,
Oakville, Ontario L6J 4X3

AND TO: Majid Hamid
302 Pinehurst Drive
Oakville, Ontario L6J 4X3

AND TO: The Sovereign General Insurance Company
121 King Street West, 840
Toronto, Ontario M5H 3T9

AND TO: MarshallZehr Group Inc.
412 Albert Street, Suite 100
Waterloo, Ontario N2L 3V3

AND TO: Meridian Credit Union Limited
75 Corporate Park Drive
St. Catharines, Ontario L2S 3W3

AND TO: Chubb Insurance Company of Canada
1 Adelaide Street East, 1600
Toronto, Ontario, M5C 2V9

CLAIM

1. The Plaintiff claims:

- (a) For payment of the sum of \$957,033.10 by the Defendants with respect to its claim for lien and for breach of contract;
- (b) For a declaration that the Plaintiff is entitled to a lien against all of the estate, title and interest of the Defendants in the lands and premises against which the claim for lien in the amount of \$956,216.49 was registered in respect of the improvement to which the Plaintiff supplied its labour, services and materials as hereinafter set forth in the attached Schedule “A” (“**Claim for Lien**”);
- (c) A declaration that the Defendants are owners within the meaning of the *Construction Act*, R.S.O. 1990, c C.30 (the “**Construction Act**”) and liable to the Plaintiff for the holdback required to be retained under the *Act*.
- (d) That in default of payment of the sum of \$956,216.49 plus costs and interest, the estate and interest of the Defendants in the lands and premises to which the lien hereinafter described attaches, and which lands and premises are described in the Claim for Lien of the Plaintiff in the attached Schedule “A” (the “**Lands**”), be sold and the proceeds applied toward payment of the Plaintiff’s claim pursuant to the provisions of the *Construction Act*;
- (e) A declaration that the Plaintiff’s lien referred to herein has full priority over the mortgages in favour of the Defendants, The Sovereign General Insurance Company, Meridian Credit Union Limited, and MarshallZehr Group Inc.

(collectively, the “**Mortgagees**”), or alternatively, priority over the said mortgages to the extent that any portion of said mortgages advanced by them exceeded the actual value of the lands and premises which are the subject matter of this action at the time the first lien arose, or, in the further alternative, priority over said mortgages to the extent of any unadvanced portions, or in the further alternative, priority to the extent that there are deficiencies in the holdback required to be retained pursuant to the provisions of the *Act*;

- (f) In the alternative, payment of the sum of \$957,033.10 which is the value of the services, equipment and materials provided by the Plaintiff for which the Defendants have been unjustly enriched to the detriment of the Plaintiff, and accordingly, the Plaintiff relies upon the doctrine of unjust enrichment and further and in the alternative, upon *quantum meruit*;
- (g) For all purposes aforesaid, and for all other purposes pursuant to the *Construction Act*, that accounts be taken, and directions be given under the supervision and direction of This Honourable Court;
- (h) Payment of pre-judgment interest in the amount of 5% per annum or, in the alternative, pursuant to the provisions of section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (i) Payment of post-judgment interest in the amount of 5% per annum or, in the alternative, pursuant to the provisions of section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (j) The costs of this proceeding, plus all applicable taxes; and

(k) Such further and other relief as This Honourable Court may deem just.

2. The Plaintiff claims as against the Defendants Monde Development Group Inc. and Majid Hamid:

- (a) For payment of the sum \$957,033.10 for damages for breach of the trust provisions under Part II of the *Construction Act*;
- (b) For a declaration that Majid Hamid was at all material times the person with effective control of Monde Development Group Inc. who assented to or acquiesced in conduct he knew or reasonably ought to have known amounted to a breach of trust by Monde Development Group Inc.;
- (c) For a declaration that the defendants are trustees of the trust fund(s) for the benefit of the Plaintiff and that the Defendants are liable for any breach of trust committed by the defendants pursuant to the provisions of the *Construction Act*, or in the alternative, but not by way of waiver, a declaration that Monde Development Group Inc. and Majid Hamid are trustees at common law or constructive trustees and are liable for any breach of trust committed by Monde Development Group Inc. and Majid Hamid;
- (d) For an accounting with respect to the trust monies and an order tracing the funds into the hands of any third parties, and judgment in accordance therewith; and
- (e) For such further and other relief This Honourable Court may deem just.

THE PARTIES

3. The Plaintiff, Restoration Aid Inc. (“**Restoration**”), is a provincially incorporated corporation pursuant to the laws of Ontario and carries on business providing restoration, remediation, and repair services, for the repair and improvement of real property.

4. The Defendant, Monde Development Group Inc. (“**Monde**”), is a provincially incorporated corporation pursuant to the laws of Ontario and was at all material times carrying on business as a real estate developer. Monde has a registered head office located at 302 Pinehurst Drive, Oakville, Ontario L6J 4X3, and was at all material times the registered owner of the Lands.

5. The Defendant Majid Hamid (“**Mr. Hamid**”) is an individual who resides in the province of Ontario. Mr. Hamid is the sole director and officer of Monde and is also the “controlling mind” of Monde.

6. The Defendant The Sovereign General Insurance Company (“**Sovereign**”) is a federally incorporated corporation pursuant to the laws of Canada. Capital has a registered head office located at 121 King Street West, 840, Toronto, Ontario, M5H 3T9. At all material times Sovereign was a mortgagee/chargee, respecting the Lands, specifically with respect to a mortgage in the total sum of \$12,000,000.00 registered against the Lands on April 1, 2022, as Instrument No. DR2117363.

7. The Defendant MarshallZehr Group Inc. (“**MarshallZehr**”) is a provincially incorporated corporation pursuant to the laws of Ontario. Meridian has a registered head office located at 75 Corporate Park Drive, St. Catharines, ON L2W 3W3. At all material times MarshallZehr was a mortgagee/chargee, respecting the Lands, specifically with respect to a mortgage in the total sum of \$8,000,000.00 registered against the Lands on April 8, 2022, as Instrument No. DR2119823.

8. The Defendant Meridian Credit Union Limited (“**Meridian**”) is a provincially incorporated corporation pursuant to the laws of Ontario. Meridian has a registered head office located at 75 Corporate Park Drive, St. Catharines, ON L2W 3W3. At all material times Meridian was a mortgagee/chargee, respecting the Lands, specifically with respect to a mortgage in the total sum of \$35,000,000.00 registered against the Lands on June 17, 2022, as Instrument No. DR2144654.

9. The Defendant Chubb Insurance Company of Canada (“**Chubb**”) is a federally incorporated corporation pursuant to the laws of Canada. Chubb has a registered head office located at 1 Adelaide Street East, 1600, Toronto, Ontario, M5C 2V9. At all material times, Chubb was the insurer of Monde for the improvement on the Lands.

THE AGREEMENT

10. Restoration states that on or about December 2, 2025, it signed an agreement (the “**Agreement**”) with Monde for water damage mitigation and remediation services with respect to an improvement on the Lands and premises more particularly described in the legal description in the Claim for Lien attached hereto as Schedule “A”.

11. The terms of the Agreement included the following:

- a. Monde shall pay Restoration’s invoices for its materials and service and all other services provided by Restoration;
- b. Monde shall pay Restoration’s invoices within 45 days of receipt of each invoice and interest shall accrue on all overdue accounts at the rate of 5% per annum;
- c. If Monde fails to make payment within and more than five (5) days in arrears, Restoration reserves the right to enforce any lien it may have in respect of the work performed; and

d. Such further and other terms which shall be proven at trial.

12. Further and according to the Agreement, Chubb, as the insurer of Monde, agreed to pay Restoration directly for the services provided, subject to a deductible payable by Monde. In reliance on this, Restoration delivered its services and materials to the improvement.

13. Restoration pleads and relies on the doctrine of promissory estoppel.

14. Chubb and Monde both directed Restoration on the material and services to provide to the improvement. Chubb is contractually bound to pay the amounts owing to Restoration, subject to the deductible. Chubb represented to Restoration, directly and through its agents, that the services and materials provided by Restoration to the improvement would be paid by Chubb and Restoration relied on those representations to do the work.

15. Further and in the alternative, Monde assigned its rights to collect against Chubb for the water damage mitigation and remediation to Restoration as part of the Agreement. Restoration has the right to enforce Chubb's obligations to Monde under its policy of insurance to make payment to Restoration for the work done.

16. Chubb is a necessary and proper party Defendant in this action.

17. Restoration pleads that it provided services and materials in accordance with the terms of the Agreement. Restoration pleads that all work was completed in a professional and workmanlike manner.

18. Pursuant to the Agreement, Restoration rendered invoices from time to time to the Defendants for materials and services it supplied to the improvement pursuant to the Agreement.

19. As of the date herein, Monde and Chubb remain indebted to Restoration for services and materials supplied to the improvement and pursuant to the Agreement in the amount of \$957,033.10 inclusive of taxes. Despite repeated requests, Monde and Chubb have neglected or refused to pay their accounts with Restoration and are therefore in breach of contract.

RESTORATION'S CLAIM FOR LIEN

20. By reason of supplying the material and services, Restoration is entitled to a lien upon the estate and interest of the Defendants in the Lands for the sum of \$956,216.49 inclusive of taxes, together with interest and its costs of this action pursuant to the provisions of the *Construction Act*.

21. On February 10, 2026, Restoration caused to be registered in the Land Titles Division for the Registry Office No. 40 (Durham) the Claim for Lien against title to the subject lands as registered as Instrument No. DR2470731, a copy of which is attached hereto as Schedule "A".

22. Restoration claims against the Defendants for holdbacks and other monies to be retained in accordance with the *Construction Act*.

23. At all material times, the lands and premises described in the Claim for Lien, which are the Lands, were occupied by the Defendants, and are the Lands to which the Plaintiff supplied services and materials at the request of, upon the credit, on behalf of, with the privity and consent, and for the direct benefit of the Defendants, and accordingly, the Defendants were at all materials times a statutory owner of the Lands within the meaning of Section 1(1) of the *Construction Act*.

24. Restoration states that the aforementioned mortgages were given by the Mortgagees, for the purpose of securing the financing of the construction of the improvement and therefore Restoration's lien referred to herein has full priority over the said mortgages to the extent of any

deficiencies in the holdbacks that are required to be retained for its benefit by the Defendants pursuant to the Act. In the alternative, Restoration claims that its lien has priority over the said mortgages to the extent that any portion of the mortgages advanced exceeded the actual value of the Lands at the time when the first lien arose with respect to the improvement. In the further alternative, Restoration claims that its lien has priority over the said mortgages to the extent of any unadvanced portions thereof.

25. Restoration states that the particulars of all advances pursuant to the mortgages are within the knowledge of the Defendants and Restoration pleads and relies on section 78 of the *Construction Act*.

BREACH OF TRUST

26. Restoration states that Monde has received funds for the work completed on the Project. Restoration pleads, to the extent Monde has received monies, up to the amount of Restoration claim, being \$957,033.10, said funds constitute a trust fund or trust funds for the benefit of Restoration, and Monde and Mr. Hamid are in breach of their obligations pursuant to the provisions of the *Construction Act*.

27. Mr. Hamid was at all material times the controlling mind of Monde and had effective control of Monde.

28. Restoration further pleads that Monde and Mr. Hamid are trustees of the trust fund or funds so created, and that the said Defendants are liable for any breach of trust committed pursuant to the provisions of Part II of the *Construction Act*, or in the alternative, breaches of trust as trustees at common law as set out herein.

29. Restoration further states Monde and Mr. Hamid, in breach of the *Construction Act*, misappropriated and/or wrongfully converted to their own use(s) and/or use(s) not authorized by the trust all or a portion of the funds received with respect to the Project and, therefore, caused Restoration damages to the extent of its claim herein.

30. Restoration further states that Mr. Hamid, as officer, director, and person with effective and management control over the affairs of Monde is a fiduciary of Restoration with respect to the funds received by Monde, in that he assented to or acquiesced in conduct which he knew, or ought reasonably to have known, amounted to a breach of trust. Accordingly, Mr. Hamid is personally liable to Restoration for such breach of trust pursuant to section 13 of the *Construction Act*.

31. In the alternative, but not by way of waiver, Restoration states, and the fact is, that Monde and Mr. Hamid misappropriated and wrongfully converted to their own use(s) and use(s) not authorized by the trust or trusts the monies received by Monde and committed a defalcation in respect of any and all monies due to Restoration.

32. Further, or in the alternative, Restoration states that Monde and Mr. Hamid were common law trustees in respect of monies impressed with a trust pursuant to the *Act*, as they were involved with one or more of the following and had actual or imputed knowledge of one or more of the following and acted recklessly in respect of one or more of the following:

(a) charged with trust funds or in the alternative, funds paid from the improvement which were impressed with a trust for the benefit of Restoration;

(b) handled trust funds or in the alternative, funds paid from the improvement which were impressed with a trust for the benefit of Restoration;

(c) comingled the trust funds or in the alternative, funds paid from the improvement which were impressed with a trust for the benefit of Restoration;

(d) used trust funds or in the alternative, funds paid from the improvement which were impressed with a trust for the benefit of Restoration to pay other debts, including Monde's overhead expenses and salaries not otherwise authorized by the *Act*;

(e) knew or ought to have known that trust funds were due, payable, and owing to Restoration;

(f) failed to account for the receipt and/or payment of trust funds or in the alternative, funds paid from the improvement which were impressed with a trust for the benefit of Restoration;

(g) failed to preserve trust funds or in the alternative, failed to preserve funds paid from the improvement which were impressed with a trust for the benefit of Restoration; and

(h) knowingly and/or recklessly participated in the breach of trust, either as an individual or corporation in receipt and chargeable with trust property or as an individual or corporation who knowingly assisted in a dishonest design on the part of the corporate trustee in respect of the improvement, comingling trust funds, failing to preserve the trust funds or using the trust funds for purposes other than for the benefit of Restoration.

33. Restoration pleads and relies upon the provisions of Part II of the *Act*.

34. Restoration pleads that Monde and Mr. Hamid have committed a breach of trust and any judgment obtained by Restoration against these Defendants survives the bankruptcy of these Defendants or any of them and these Defendants shall not be released by the discharge of these

Defendants or any of them as such liability falls within the provisions of section 178(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended, as arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity.

35. Restoration pleads and relies upon the provisions of Part II of the *Construction Act* and relies upon the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended.

UNJUST ENRICHMENT AND QUANTUM MERUIT

36. Restoration states that, by reason of the furnishing of its materials and services to the Lands, it has enhanced the value of the Lands and that the Defendants has received the benefit of same and have been unjustly enriched in the amount of \$957,033.10 at the expense and to the detriment of Restoration. Restoration pleads and relies upon the doctrine of unjust enrichment.

37. Alternatively, Restoration states that it is entitled to payment of its claim from the Defendants on the basis of *quantum meruit*.

38. Restoration pleads and relies on the *Construction Act*.

39. Restoration proposes that this action be tried in Oshawa, Ontario.

April 1, 2026

TRUE LAW
393 University Ave, Suite 2000
Toronto ON M5G 1E6

Catherine Willson - LSO# 30163J
catherine@truelaw.legal
Tel: 416-601-6802 x298

Ryan Scott - LSO# 89119L
ryan@truelaw.legal
Tel: 416-601-6802 x299

Lawyers for the Plaintiff

Schedule ‘A’

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

Properties

PIN 26591 - 0281 LT

Description PART LOT 31, CONCESSION 2, TOWNSHIP OF DARLINGTON, PART 1 PLAN
40R32249; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 40R32249 AS IN
DR2039533; SUBJECT TO AN EASEMENT AS IN DR2323809; MUNICIPALITY OF
CLARINGTON

Address COURTICE

Consideration

Consideration \$956,216.49

Claimant(s)Name RESTORATION AID INC.
Address for Service TRUE LAW
393 University Ave, Suite 2000
Toronto ON M5G 1E6

Attention: Catherine E. Willson
Tel: 416-601-6802 x298
Fax: 416-593-1352
Email: catherine@truelaw.legal

I, Ram Gilad, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

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.

StatementsName and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials See
Schedule Time within which services or materials were supplied from 2025/12/02 to 2026/02/10 Short description of services or materials
that have been supplied emergency flood services and materials Contract price or subcontract price Prevenient Arrangement Amount
claimed as owing in respect of services or materials that have been supplied \$956,216.49The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien
Schedule: See Schedules**Signed By**Catherine Evanne Willson 393 University Avenue acting for Signed 2026 02 10
Toronto Applicant(s)
M5G 1E6

Tel 416-601-6802

Email catherine@truelaw.legal

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

Submitted ByTRUE LAW 393 University Avenue 2026 02 10
Toronto
M5G 1E6

Tel 416-601-6802

Email catherine@truelaw.legal

Fees/Taxes/Payment

Statutory Registration Fee \$71.55

Total Paid \$71.55

Statement 61: Schedule to Construction Lien

Name & Address of Owner:

Monde Development Group Inc.

302 Pinehurst Drive Oakville, ON L6J 4X3

Capital Projects Construction Inc.

260 Holiday Inn Drive, Unit 19 Cambridge, ON M3C 4E8

59 Project Management Inc.

55 Logan Avenue, Unit B Toronto, ON M4M 2M9

The Sovereign General Insurance Company

121 King Street West, 840, Toronto, Ontario, M5H 3T9

MarshallZehr Group Inc.

412 Albert Street, Suite 100, Waterloo, ON N2L 3V3

Meridian Credit Union Limited

75 Corporate Park Drive, St. Catharines, Ontario L2S 3W3

Chubb Insurance Company of Canada

2500 - 199 Bay St PO Box 139, Toronto, ON M5L 1E2

**Name & Address of person to
whom lien claimant supplied
services or materials:**

Monde Development Group Inc.

302 Pinehurst Drive Oakville, ON L6J 4X3

Capital Projects Construction Inc.

260 Holiday Inn Drive, Unit 19 Cambridge, ON M3C 4E8

59 Project Management Inc.

55 Logan Avenue, Unit B Toronto, ON M4M 2M9

Chubb Insurance Company of Canada

2500 - 199 Bay St PO Box 139, Toronto, ON M5L 1E2

RESTORATION AID INC.

-and-

**MONDE DEVELOPMENT GROUP INC., MAJID HAMID, THE
SOVEREIGN GENERAL INSURANCE COMPANY,
MARSHALLZEHR GROUP INC., MERIDIAN CREDIT UNION
LIMITED and CHUBB INSURANCE COMPANY OF CANADA**

Plaintiff

Defendants

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF the *Construction Act*, R.S.O. 1990,
c.C.30**

PROCEEDING COMMENCED AT OSHAWA

STATEMENT OF CLAIM

TRUE LAW

393 University Ave, Suite 2000
Toronto ON M5G 1E6

Catherine Willson - LSO# 30163J

catherine@truelaw.legal

Tel: 416-601-6802 x298

Ryan Scott - LSO# 89119L

ryan@truelaw.legal

Tel: 416-601-6802 x299

Lawyers for the Plaintiff

This is Exhibit "P" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



McLarens Canada
366 Adelaide St.W.Suite 700
Toronto, Ontario
M5V 1R9

December 5, 2025

Our File: 25-12004

Attention: Mark Hale
Mark.hale@mclarens.com

Re: Preliminary Engineering Inspection of Water Damage to Building

Policy Number: 14525008941
Loss Location: 1604 Durham Regional Hwy 2, Courtice, ON
Insured: 5013264 Ontario Inc. O/A Monde Development Group Inc.

Dear Mr. Hale:

Introduction:

T. Smith Engineering Inc. (TSE) has conducted an independent engineering inspection and assessment of water damage to the residential building located at the above noted address.

We attended the site on December 3 and 4, 2025, for the purpose of conducting our inspection and to complete moisture mapping of the impacted areas.

We have enclosed photographs within this report to illustrate existing site conditions.

This is a preliminary report providing a brief description of the building and an overview of the damage and requirements to restore pre-loss conditions.

Background:

The subject structure was a multi-suite low rise residential building, under construction, located on the south side of Durham Regional Hwy 2 in Courtice, Ontario. For the purpose of directional references within this report, the building will be assumed to face due north.

The building was constructed with concrete and curtain walls and concrete floor slabs.

Interior finishes were constructed with gypsum boards. Fire separations included double layers of gypsum and insulation.



It was reported that on December 1, 2025, water discharged from the fire hose cabinets on the fourth floor, resulting in significant water damage to interior finishes within most units and common corridors/areas from the fourth floor down to the main level.

It was further reported that the designated contractor, initiated remediation activities, including extensive water extraction, partial removal of affected finishes, and the installation of drying equipment where feasible. Due to initial power limitations, drying equipment operation was restricted for several days, until all equipment was fully installed and functioning. At the time of our inspection, remediation efforts were ongoing within the affected units and common areas.

The following report comments on observed damage from the loss occurrence and provides recommendations to return the structure to pre-loss conditions.

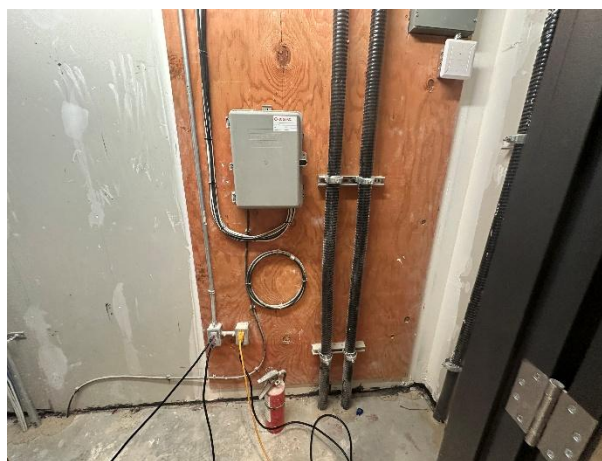
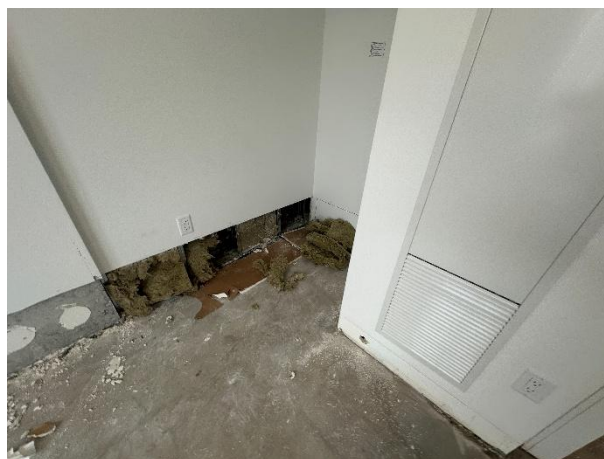
Engineering Inspection and Recommendations:

The water discharge originating from the above-mentioned location resulted in subsequent water damage to the walls, ceilings, floor finishes, cabinetry, doors and in multiple units and corridors.

We attended the site to inspect the observed damage to the building. The building was moisture mapped to determine the scope of damage caused by the aforementioned discharge of water. Building materials with elevated moisture levels were assessed using a combination of thermal imaging, and direct moisture reading using a moisture meter. Our moisture mapping (field notes) has been appended to this report.

We recommend that all finishes identified with elevated moisture content be removed and replaced. At the time of our inspection, an extensive amount of materials were identified to have a high moisture content and the building was under high levels of humidity. Given the extent of the loss and the time required for finish removal, along with other mitigating factors, certain walls scheduled for removal may require demolition beyond the typical 1–2 feet. This may be necessary due to prolonged moisture exposure, wicking, and the potential for fungal amplification (mould).

Interior finishes affected by the loss are to be removed and replaced to match existing. Insulation must be removed and replaced where finishes have been discarded, matching existing



performance levels. All exterior assemblies must include for a continuous 6 mil polyethylene vapour diffusion retarder and air barrier.

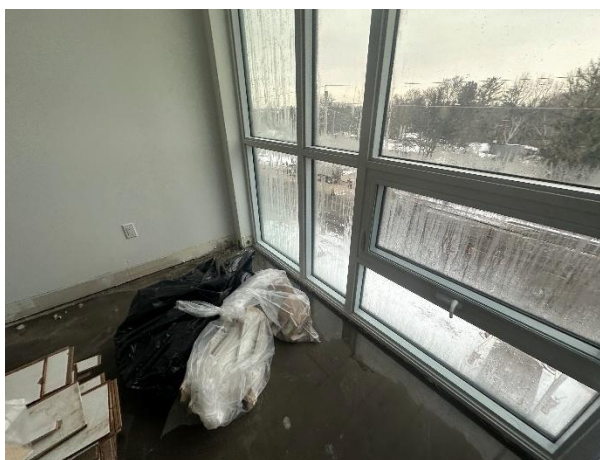
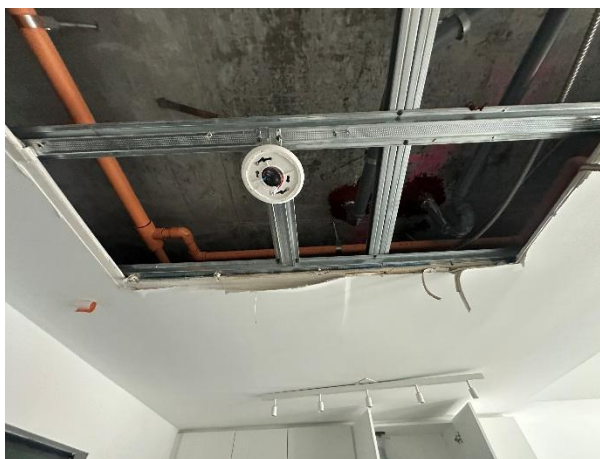
We noted that some walls were constructed to form a fire separation. Where finishes forming a part of a fire separation were discarded, they are to be reinstated to match pre-loss fire resistance ratings. Re-install batt insulation in cavities, where removed, to match existing performance ratings, followed by the single or double-layer drywall.

At the time of restoration, when installing drywall finishes in areas where there were multiple layers of drywall present the following approach is recommended. The outer (second) layer should be cut higher to allow space to tape and mud the inner layer. The second layer should be installed following the installation of the first layer of Type "X" gypsum board of matching thickness. Fire taped and mudded. The second layer must be staggered 6" offset from first layer perimeter. All gypsum board installations are to be fire taped. The drywall is to be installed as tight as practical to the floor. Refer to MMAH Supplementary Standard SB-3 for details.

The main electrical closets located in the corridors were constructed with double-layer drywall and plywood sheathing. At the time of inspection, the drywall behind the plywood could not be assessed for water damage; however, it is highly likely to have been affected. The plywood should be removed so the underlying drywall can be inspected and removed and replaced as required. This work will necessitate the temporary removal and support of the electrical components to allow proper access.

To preserve finished bathrooms where possible, we recommend removing wall finishes from the adjoining side and installing drying equipment to facilitate drying from the backside. In areas where double layers of drywall are present, removal is recommended rather than attempting to dry the materials in place.

We observed water damage to kitchen and bathroom cabinets, predominantly at the kickplates and gable ends. The materials of the damaged cabinetry cannot be dried and must be removed and replaced.



Interior doors, trim and laminate floor finishes were affected in the units. The materials of the damaged doors, trim and floor finishes cannot be dried and must be removed and replaced.

We recommend that TSE be contacted upon completion of all finished removals and drying activities to reassess the remediation efforts.

We note that, as the building remains under construction and subject to an open building permit, all repairs must adhere to the approved building plans and applicable inspection requirements, particularly regarding the reinstatement of insulation and fire separations. The contractor is responsible for coordinating with the building department to schedule all required inspections during the restoration process.

Should any additional loss related damages be uncovered during restoration efforts, please contact our office for further review.

Closing Remarks:

We trust you will find everything in order with our assessment; however, should you have any questions and/or concerns please do not hesitate to contact us.

Sincerely,



Sabrina Millar
25-12004 L1
TSE moisture Map



Terry Smith, P. Eng,



- cc. Mary Kamino
Chubb Insurance
mkamino@chubb.com
- cc. Eric Fleischaker
J.S Held
EFleischacker@jsheld.com
- cc. Fred Sbrocchi
J.S Held
fsbrocchi@jsheld.com
- cc. Lucy Baqueiro
Restoration Aid Inc.
lucelly@restorationaid.ca

T. Smith Engineering Inc.

Structural Forensic, Building Science and Environmental Engineering

This is Exhibit "Q" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



McLarens Canada
366 Adelaide St. W. Suite 700
Toronto, Ontario
M5V 1R9

December 5, 2025

Our File: 25-12004

Attention: Mark Hale
Mark.hale@mclarens.com

Re: Engineering Inspection of Water Damage Remediation to a Building

Policy Number: 14525008941
Loss Location: 1604 Durham Regional Hwy 2, Courtice, ON
Insured: 5013264 Ontario Inc. O/A Monde Development Group Inc.

Dear Mr. Hale:

Introduction:

T. Smith Engineering Inc. (TSE) has conducted an independent engineering inspection and assessment of water damage remediation (emergency services) completed to the residential building located at the above noted address.

We re-attended the site on December 12, 2025, for the purpose of conducting our inspection and to complete an inspection of the tear out and drying efforts of impacted areas.

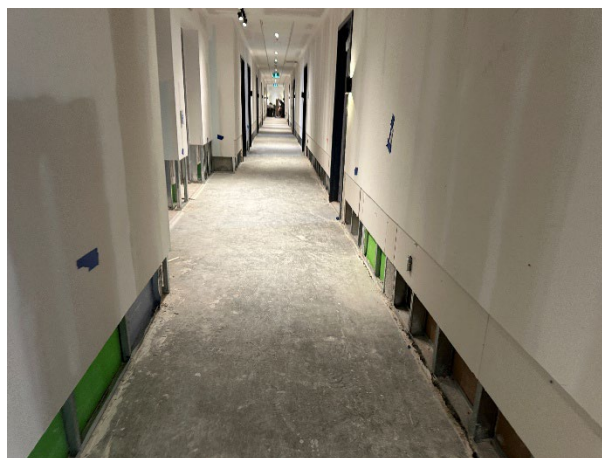
We have enclosed photographs within this report to illustrate existing site conditions.

This report shall be read in conjunction with our previous reporting.

Engineering Inspection and Recommendations:

We visited the site to assess the completed post-remediation emergency services, which involved removing affected interior finishes such as drywall, insulation, baseboards, floor coverings, cabinetry toe kicks, and door trim. The remediation also included setting up drying equipment (dehumidifiers and air movers).

At the time of our re-inspection, the majority of the water remediation and drying work had been substantially completed. In selected areas, instead of fully removing the lower 1'-2' of drywall, cavity drying holes were used. Where finishes



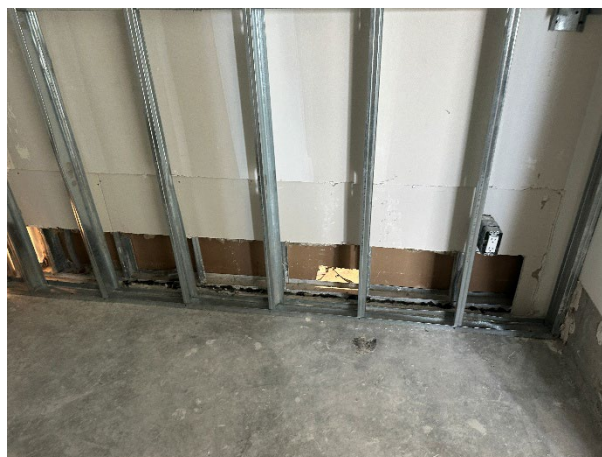
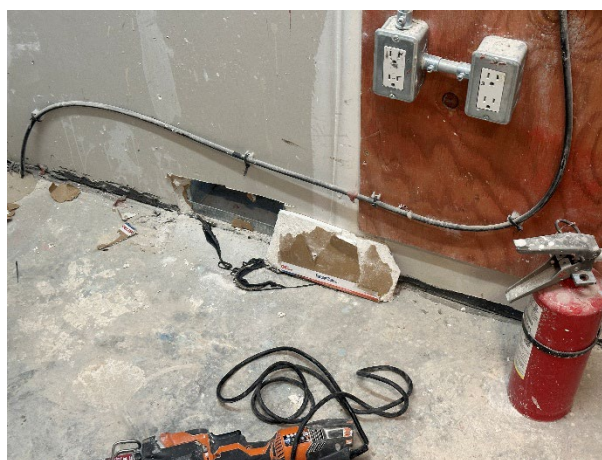
were not exposed, we performed inspection test cuts as needed to verify that the back side of select areas and cavities had dried adequately. These test cuts confirmed that the cavity drying was successful.

Our overall inspection of all the affected units and common areas confirmed that the building had been adequately dried and remediated. There was no visible evidence of fungal amplification (mould) or elevated moisture on finishes. Re-instatement of affected finishes may proceed. Drywall reinstatement must adhere to the recommendations and fire separation procedures outlined in our previous reporting.

We observed that portions of the kitchen cabinetry and bathroom vanities were still in place, which restricted access to inspect the finishes behind them in some areas. We recommend inspecting these areas after the cabinetry has been removed where necessary. In many locations where the finishes behind cabinetry were visible and accessible from adjacent walls, they appeared dry.

During our review of the electrical closets in the main corridors, we confirmed that plywood sheathing had been installed over a single layer of drywall, with the double layer located recessed within the wall cavity. Finishes were removed from the adjacent walls (backside) and test cuts conducted, and it was verified that the drywall within the electrical closets was sufficiently dried. No additional removals are necessary. Drywall reinstatement must adhere to the fire separation procedures outlined in our previous reporting.

Should any additional loss related damages be uncovered during restoration efforts, please contact our office for further review.



Closing Remarks:

We trust you will find everything in order with our assessment; however, should you have any questions and/or concerns please do not hesitate to contact us.

Sincerely,



Sabrina Millar
25-12004 L2



Terry Smith, P. Eng,



- cc. Mary Kamino
Chubb Insurance
mkamino@chubb.com
- cc. Eric Fleischaker
J.S Held
EFleischacker@jsheld.com
- cc. Fred Sbrocchi
J.S Held
fsbrocchi@jsheld.com
- cc. Lucy Baqueiro
Restoration Aid Inc.
lucelly@restorationaid.ca

T. Smith Engineering Inc.

Structural Forensic, Building Science and Environmental Engineering

This is Exhibit "R" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK



March 5, 2026

Dom Glavota
Direct : (416) 862-3607
Dom.glavota@gowlingwlg.com

PRIVATE AND CONFIDENTIAL

**BY REGISTERED MAIL, COURIER AND
ORDINARY MAIL**

MONDE DEVELOPMENT GROUP INC.
MAJID HAMID
HINA MAJID
302 Pinehurst Drive
Oakville, Ontario L6J 4X3

Re: Meridian Credit Union Limited credit facilities (the “Credit Facilities”) extended to Monde Development Group Inc.. (the “Member”) and guaranteed by each of Majid Hamid (“Majid”) and Hina Majid (“Hina”, and together with Majid, the “Guarantors”)

We are enforcement counsel to Meridian Credit Union Limited (“**Meridian**”).

We are writing to you in connection with the Credit Agreement dated as of February 13, 2022 between Meridian, as lender, the Member, as borrower, the Guarantors, as guarantors (the “**Original Credit Agreement**”), as amended and restated by an Amended and Restated Credit Agreement dated as of November 12, 2024 between the Member, as borrower, the Guarantors, as guarantors (“**Amendment**” and collectively with the Original Credit Agreement, as may be further amended, restated, renewed, replaced, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

Capitalized terms used herein and not otherwise defined have the meanings given to them in the Credit Agreement.

Pursuant to the terms of the Credit Agreement, each of the Credit Facilities are repayable on demand by the Member.

According to Meridian’s records, the Member is indebted or otherwise liable to the Lenders for the amounts set out in Schedule “A” to this letter as of February 23, 2026 (the amount owing from time to time by the Member to Meridian, the “**Indebtedness**”).

The Guarantors (or their predecessors, as applicable) have each severally guaranteed the repayment of the Indebtedness under the guarantees more specifically described in Schedule “B” (collectively, the “**Guarantees**”).

The Member is the legal and beneficial owner of the property municipally known as 1607 King Street East, Clarington, Ontario.

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.



Meridian hereby demands payment in full of the Indebtedness from the Member and Majid Hamid. Meridian hereby demands repayment from Hamid Majid of \$3,000,000 of the Indebtedness plus interest and costs.

Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Credit Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting Meridian. You will also be required to pay Meridian's legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Credit Agreement and the terms and conditions of all security held by Meridian directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the Guarantees and other agreements governing the Indebtedness (collectively, the "**Credit Documents**"), and is made without prejudice to Meridian's right to make such further and other demands as it shall see fit for any other indebtedness or under any other security.

Unless payment or arrangements satisfactory to Meridian for payment of the Indebtedness are made by no later than **4:00 p.m. on March 17, 2026** (Toronto time), Meridian may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. Meridian expressly reserves the right to take any steps it deems advisable to protect Meridian's position prior to that date.

We also enclose notices of intention to enforce security issued by Meridian under Section 244 of the *Bankruptcy and Insolvency Act* (Canada) for the Member.

Yours very truly,

GOWLING WLG (CANADA) LLP

A handwritten signature in dark ink, appearing to read "Dom Glavota", written over a horizontal line.

per Dom Glavota



Schedule "A"
Amount of Indebtedness Owing as of February 23, 2026

Demand Loan (Construction):

Principal:		\$	30,965,924.00
Interest up to and including	22-Feb-26	:	\$ 2,327,402.90
Annual Review Fees [F2024]:		\$	2,000.00
Total Amount:		\$	33,295,326.90
PER DIEM:	P+2.00% [floor 6.45%]	\$	5,472.06

Bridge Loan:

Principal:		\$	3,019,196.00
Interest up to and including	22-Feb-26	:	\$ 460,763.23
Total Amount:		\$	3,479,959.23
PER DIEM:	P+8.00% [floor 13.95%]	\$	1,153.91

Protective Disbursements:

Principal:		\$	42,901.75
Interest up to and including	22-Feb-26	:	\$ 1,374.81
Total Amount:		\$	44,276.56
PER DIEM:	P+2.00%	\$	7.81

VISA:

Principal:		\$	99,070.07
Interest up to and including	22-Feb-26	:	\$ 21,478.21
Total Amount:		\$	120,548.28
PER DIEM:	19.50%	\$	52.93

Letters of Credit:

Issued Letters of Credit		\$	475,778.40
Outstanding renewal fee		\$	8,326.12
		\$	484,104.52

Total Indebtedness Outstanding:	\$	37,424,215.49
Per Diem:	\$	6,686.71

REMARKS: Meridian's Prime Rate is currently 4.45% per annum.



Schedule "B"
Guarantees

1. Unlimited Guarantee and Postponement of Claim executed by Majid Hamid in favour of Meridian dated May 30, 2022
2. Limited Guarantee and Postponement of Claim executed by Hina Majid in favour of Meridian dated May 30, 2022, limited to the principal amount of \$3,000,000

BANKRUPTCY AND INSOLVENCY ACT**FORM 86****Notice of Intention to Enforce Security**
(Rule 124)**TO: MONDE DEVELOPMENT GROUP INC., an insolvent person**

Take notice that:

1. **MERIDIAN CREDIT UNION LIMITED**, a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:

See Schedule "A".

3. The total amount of indebtedness secured by the security as of February 23, 2026 is:

See Schedule "B".

4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Toronto this 5th day of March, 2026**MERIDIAN CREDIT UNION LIMITED**
BY ITS COUNSEL
GOWLING WLG (CANADA) LLP

Per: _____

SCHEDULE “A”**SECURITY DOCUMENTS**

1. Charge / Mortgage in the principal amount of \$36,000,000 against the lands and premises municipally known as 1607 King Street East, Clarington, Ontario (the “**Property**”), and registered on title to the Property as Instrument No. DR2144654 on June 17, 2022, as amended by a Notice registered on title to the Property Instrument No. DR2363033 on November 19, 2024.
2. General Assignment of Leases and Rents executed by Monde Development Group Inc. dated as of May 30, 2022;
3. General Security Agreement executed by Monde Development Group Inc. dated as of May 30, 2022 registered under the *Personal Property Security Act* (Ontario) as File No. 783400248;
4. Assignment of Interest in Insurance Policies and Proceeds executed by Monde Development Group Inc. dated as of May 30, 2022;
5. Assignment of Construction Contracts executed by Monde Development Group Inc. dated as of May 30, 2022;
6. Assignment of rights under agreements of purchase and sale executed by Monde Development Group Inc. dated as of May 30, 2022.
7. Assignment of Project Documents executed by Monde Development Group Inc. dated May 30, 2022
8. Assignment of Condominium Voting Rights executed by Monde Development Group Inc. dated as of May 30, 2022;
9. Agreement for Security on Deposits executed by Monde Development Group Inc. dated May 30, 2022; and
10. All other security granted to Meridian Credit Union Limited and not otherwise listed above.

SCHEDULE “B”**Amount of Indebtedness Owing as of February 23, 2026****Demand Loan (Construction):**

Principal:		\$	30,965,924.00
Interest up to and including	22-Feb-26	:	\$ 2,327,402.90
Annual Review Fees [F2024]:		\$	2,000.00
Total Amount:		\$	33,295,326.90
PER DIEM:	P+2.00% [floor 6.45%]	\$	5,472.06

Bridge Loan:

Principal:		\$	3,019,196.00
Interest up to and including	22-Feb-26	:	\$ 460,763.23
Total Amount:		\$	3,479,959.23
PER DIEM:	P+8.00% [floor 13.95%]	\$	1,153.91

Protective Disbursements:

Principal:		\$	42,901.75
Interest up to and including	22-Feb-26	:	\$ 1,374.81
Total Amount:		\$	44,276.56
PER DIEM:	P+2.00%	\$	7.81

VISA:

Principal:		\$	99,070.07
Interest up to and including	22-Feb-26	:	\$ 21,478.21
Total Amount:		\$	120,548.28
PER DIEM:	19.50%	\$	52.93

Letters of Credit:

Issued Letters of Credit		\$	475,778.40
Outstanding renewal fee		\$	8,326.12
		\$	484,104.52

Total Indebtedness Outstanding:	\$	37,424,215.49
Per Diem:	\$	6,686.71

REMARKS: Meridian's Prime Rate is currently 4.45% per annum.

This is Exhibit "S" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

From: Leor Margulies <lmargulies@robapp.com>
Sent: April 20, 2026 1:34 PM
To: Glavota, Dom
Cc: Samsonova, Olga
Subject: RE: Meridian/Monde - Status of Purchase Agreements re 1607 King Street East, Clarington, ON

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Sorry, Dom. You also had previously asked about the status of purchase agreements and amendments that we have been involved in or for which copies have been provided. Of course we have all of those as we act for the vendor on this project.

Regards.

Leor Margulies
Partner

[Bio](#)

**ROBINS
APPLEBY^{LLP}**

E: lmargulies@robapp.com

T: 416.360.3372

W: www.robapp.com



From: Glavota, Dom
Sent: April 17, 2026 12:22 PM
To: Leor Margulies
Cc: Samsonova, Olga
Subject: RE: Meridian/Monde - Status of Purchase Agreements re 1607 King Street East, Clarington, ON

CAUTION: External e-mail.

Leor, following up on this. Meridian is in the process of seeking credit approval on a potential amendment to the credit agreement and this information will be required.

Dom

Dom Glavota
Partner

T +1 416 862 3607
dom.glavota@gowlingwlg.com

From: Glavota, Dom
Sent: March 3, 2026 4:10 PM
To: lmargulies@robapp.com
Cc: Samsonova, Olga
Subject: Meridian/Monde - Status of Purchase Agreements re 1607 King Street East, Clarington, ON

Leor, I hope you are well. We are acting for Meridian on this matter.

Meridian has asked us to contact you to get some updated information in respect of the purchase agreements for the property. Meridian is looking for:

1. The most recent notice to purchases regarding the unavoidable delay.
2. Any correspondence from any purchasers that have raised concerns about the closing delay.

Would you have copies of all agreements of purchase and sale and amendments if we need to obtain copies of the documents? At this point we don't need copies of those but wanted to know if you had them.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

Gowling WLG (Canada) LLP
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Toronto ON M5X 1G5
Canada

gowlingwlg.com

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Robins Appleby LLP | 2600-120 Adelaide St.W., Toronto, ON M5H 1T1 |
<https://www.robinsappleby.com/>

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From: Leor Margulies <lmargulies@robapp.com>
Sent: April 20, 2026 1:33 PM
To: Glavota, Dom
Cc: Samsonova, Olga; Majid Hamid (majidham@gmail.com); Malca Kates; Audrey Weaver
Subject: RE: Meridian/Monde - Status of Purchase Agreements re 1607 King Street East, Clarington, ON

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Dear Dom,

My apologies for not getting back to you on your earlier email. I somehow missed your email which can happen with the volumes that we received, which I am sure you are aware of. Please include my executive assistant, Malca Kates on future correspondence to ensure that nothing further gets missed..

I have copied my client in order to obtain his consent to release of this information. You of course know that there was a flood back at the end of November and we did send out notices of unavoidable delay in order to suspend all critical dates including the outside occupancy dates. We can send you a copy of the standard letter that was sent to all purchasers in early December. Audrey Weaver, our senior condominium clerk, can send you a copy of the standard notice that was sent.

We have also received over the last few months, correspondence from some purchasers questioning the validity of the unavoidable delay and in some cases attempting to terminate their purchase agreements on the basis that the outside occupancy dates were not extended by the unavoidable delay. We have taken the position with all purchasers that the unavoidable delay qualifies under section 5 of the addendum to their purchase agreements to allow for suspension of critical dates, and that there are no rights to terminate as a result of the suspension of those states. I will however, need the consent of my client to release the specific information and correspondence. Are you seeking copies of all of the correspondence etc.?

As the 2nd mortgagee has been funding the completion of the project and dealing with the insurance company, together with our client, I have copied their representative with this email.

Regards.

Leor Margulies
Partner

[Bio](#)

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T: 416.360.3372
W: www.robapp.com



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This is Exhibit "T" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5... Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Waheed, Amber

From: Majid Hamid <majidham@gmail.com>
Sent: Thursday, April 30, 2026 3:26 PM
To: Phillip Marsland; Trevor Gossen IMP; Waheed, Amber; Joshin Cherian; Michael Green
Subject: Update Regarding: Legal Counsel Mondria 1 project

Caution: This Message is from an External Sender

This email was sent from outside the organization. Please exercise caution before clicking on any links or opening attachments.

Dear All,

We are writing to inform you that we have formally terminated the engagement of **Robins Appleby LLP** with respect to the ongoing legal matters relating to the project, effective immediately.

This decision was made after careful review to ensure that our legal response, overall strategy, and project objectives remain fully aligned, properly coordinated, and in the best interests of all stakeholders.

We are currently in the process of transitioning the file to new legal counsel. All active matters, including lien management, insurance coordination, registration, occupancy and closing purchaser-related issues, and related proceedings, will be handed over carefully to ensure continuity and avoid any unnecessary disruption.

Please be assured that our priority remains to protect the interests of the project and all stakeholders, strengthen our overall position, and move the matter forward in a more focused and effective manner.

We will provide a further update once new counsel is formally appointed and the revised legal strategy is in place.

Thank you for your continued patience, trust, and support.

MAJID HAMID

Founder & CEO

M: (416) 834-3821 O: (416) 519-3537
E: majidham@gmail.com
majid@mondedevelopment.com

Monde Development Group
219 Dufferin St Unit #6A, Toronto, ON M6K 3J1
www.mondedevelopment.com



MONDE DEVELOPMENT GROUP
LIVE. DREAM. BUILD

This is Exhibit "U" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

**Business Credit Department**

75 Corporate Park Drive
St. Catharines, ON L2S 3W3

Telephone
289-241-0036

Facsimile
905-988-4003

STATEMENT OF BALANCE FOR INFORMATION PURPOSES

01-Jun-26	NAME OF MEMBER:	Monde Development Group Inc.
Gowling WLG 1600-100 King Street W. Toronto, ON M5X 1G5	PROPERTY DESCRIPTION:	Part Lot 31, Concession 2, Township of Darlington, Part 1 Plan 40R32249; Municipality of Clarington
Attn: Haddon Murray	INTEREST RATE:	see individual rates below
Prepared by: Amber Waheed MERIDIAN CREDIT UNION LIMITED Senior Manager, Commercial Credit Recovery	MATURITY DATE:	30-Apr-25
	REGISTRATION NO.:	DR2144654, DR2144655 & DR2363033
	STATEMENT EFFECTIVE:	01-Jun-26

Demand Loan (Construction):

Principal:	\$	30,965,924.00
Interest up to and including 31-May-26 :	\$	2,863,664.83
Annual Review Fees:	\$	4,000.00
Total Amount:	\$	33,833,588.83
PER DIEM: P+2.00% [floor 6.45%]	\$	5,472.06

Bridge Loan:

Principal:	\$	3,019,196.00
Interest up to and including 31-May-26 :	\$	573,846.60
Total Amount:	\$	3,593,042.60
PER DIEM: P+8.00% [floor 13.95%]	\$	1,153.91

Protective Disbursements:

Principal:	\$	132,470.14
Interest up to and including 31-May-26 :	\$	2,580.14
Total Amount:	\$	135,050.28
PER DIEM: P+2.00%	\$	24.11

VISA:

Principal:	\$	99,070.07
Interest up to and including 31-May-26 :	\$	26,612.24
Total Amount:	\$	125,682.31
PER DIEM: 19.50%	\$	52.93

Letters of Credit:

Issued Letters of Credit	\$	475,778.40
Outstanding renewal fee	\$	8,326.12
	\$	484,104.52

Total Indebtedness Outstanding:	\$	38,171,468.54
Per Diem:	\$	6,703.01

REMARKS: Meridian's Prime Rate is currently 4.45% per annum.

Payment must be received by Meridian no later than 1:00p.m. on the Statement Effective Date.
If funds are not received by 1:00p.m. on the Statement Effective date, the per diem amount of interest is to be added for each day, from and including the Statement Effective Date.
Error and omissions excepted.
Adjustments will be necessary if any entries are reversed or if sundry items are paid.

Herewith please find our statement in respect of the above-noted matter. You will note that our statement contains the "E. and O.E." qualification, which is customary in the financial services industry. While Meridian makes every reasonable attempt to ensure that its statements are accurate, errors are possible. Notwithstanding your effort to raise an estoppel against Meridian, please be advised that this statement is delivered to you only on the basis that Meridian expressly reserves the right to refuse to deliver a discharge of the security until such time as all monies due have been paid.

This is Exhibit "V" referred to in the Affidavit of Amber Waheed affirmed by Amber Waheed of the Town of Milton, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 1, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:



85DECE9319964E5...

Commissioner for Taking Affidavits (or as may be)

JORDYN SELZNICK

Court File No. CL-26-00000241-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

and

MONDE DEVELOPMENT GROUP INC.

Respondent

APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, c. B-3, AS AMENDED; SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c.C-43, AS AMENDED; AND SECTION 68 OF THE CONSTRUCTION ACT, R.S.O. 1990, c. C-30

CONSENT TO ACT

BDO Canada Limited hereby agrees to act as Receiver and Manager and Construction Lien Trustee over all the assets, undertakings and property of Monde Development Group Inc., in accordance with an order substantially in the form of the receivership order sought and included in the Application Record of the Applicant.

DATED AT Toronto , this 26th day of May, 2026.

BDO CANADA LIMITED

Per: 

Name: Josie Parisi
Title: Partner, Business Restructuring & Turnaround Services

MERIDIAN CREDIT UNION LIMITED
Applicant

-and- MONDE DEVELOPMENT GROUP INC.
Respondent

Court File No. CL-26-00000241-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO ACT

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

C. Haddon Murray (61640P)
haddon.murray@gowlingwlg.com
Tel: 416-862-3604

Tel: 416-862-7525

Lawyers for the Applicant

B E T W E E N

MERIDIAN CREDIT UNION LIMITED
Applicant

-and-

MONDE DEVELOPMENT GROUP INC.
Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

AFFIDAVIT OF AMBER WAHEED

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Haddon Murray (61640P)
haddon.murray@gowlingwlg.com
Tel: 416-862-3604

Tel: 416-862-7525

Lawyers for the applicant, Meridian Credit Union Limited

Court File No. CL-26-00000241-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 11 TH
	)	
JUSTICE BLACK	)	DAY OF JUNE, 2026

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

and

MONDE DEVELOPMENT GROUP INC.

Respondent

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**ORDER
(Appointing Receiver and Construction Lien Trustee)**

THIS APPLICATION made by Meridian Credit Union Limited ("**Meridian**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), and pursuant to section 68 of the *Construction Act*, R.S.O. 1990, c. C-30 (the "**Construction Act**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**"), and as construction lien trustee (in such capacity, the "**Construction Lien Trustee**"), without security, over the assets, undertakings and properties of the respondent, Monde

Development Group Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, identified by PIN 26591-0281 (LT) in LRO #40, and bearing legal description PART LOT 31, CONCESSION 2, TOWNSHIP OF DARLINGTON, PART 1 PLAN 40R32249; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 40R32249 AS IN DR2039533; SUBJECT TO AN EASEMENT AS IN DR2323809; MUNICIPALITY OF CLARINGTON (the “**Mortgaged Lands**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Amber Waheed affirmed June 1, 2026 and the Exhibits thereto, and on hearing the submissions of counsel for Meridian, and all other parties listed on the counsel slip, no one else appearing although duly served as appears from the certificate of service of Haddon Murray dated [DATE], 2026, and on reading the consent of BDO Canada Limited (“**BDO**”) to act as the Receiver and Construction Lien Trustee, filed,

SERVICE

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT OF RECEIVER AND CONSTRUCTION LIEN TRUSTEE

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA, section 101 of the CJA, and section 68 of the Construction Act, BDO is hereby appointed Receiver and Construction Lien Trustee (in its capacities as Receiver and Construction Lien Trustee jointly, the “**Construction Receiver**”), without security, of all of the present and future assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the Mortgaged Lands, and all proceeds thereof (the “**Property**”).

RECEIVER'S AND CONSTRUCTION LIEN TRUSTEE POWERS

3. **THIS COURT ORDERS** that the Construction Receiver hereby empowered and authorized, but not obligated, to act at once in respect of the Debtor and the Property and, without in any way limiting the generality of the foregoing, the Construction Receiver, in consultation with Meridian and MarshallZehr Group Inc. or their assignees ("**MarshallZehr**" or the "**Second Mortgagee**", and together with Meridian, the "**Mortgagees**") and counsel for each of the Mortgagees, is hereby expressly empowered and authorized to do any of the following where the Construction Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, the Debtor's bank accounts related to the Property, wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories, accessing and taking control of the Debtor's bank accounts and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business or in connection with the Property, cease to carry on all or any part of the business, or disclaim, repudiate or cease to perform any contracts of the Debtor;
- (d) to create the condominium corporation in respect of the Mortgaged Lands and register the condominium declaration and description on title to the Mortgaged Lands

- (e) to engage construction managers, project managers, suppliers, contractors, subcontractors, trades, consultants, engineers, quantity surveyors, architects, advisors, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Construction Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to take steps to commence a process to confirm the deposit amounts, if any, being held by the Debtor pursuant to agreements of purchase and sale between the Debtor and a purchaser for the sale and purchase of residential condominium units planned to be situated at the development located on the Mortgaged Lands;
- (i) to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) to deal with any lien claims, trust claims, and trust funds that have been or may be registered or which arise in respect of the Property, including any part or parts thereof, and, with approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Debtor or to or on behalf of any beneficiaries of any such trust funds pursuant to section 85 of the Construction Act;
- (k) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of

construction permits and any requirements related thereto, whether in the Construction Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (l) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Construction Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (m) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtor thereon;
- (n) to market any or all of the Property, including, without limitation, condominium units, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers or listing agents, and negotiating such terms and conditions of sale or engagement as the Receiver in its discretion, and in consultation with the Mortgagees, may deem appropriate;
- (o) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (p) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (q) to report to, meet with and discuss with such affected Persons (as defined below) as the Construction Receiver deems appropriate, and with the Mortgagees, on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Construction Receiver deems advisable;
- (r) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (s) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Construction Receiver, in the name of the Debtor and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result such permits, licenses, approvals or permissions (but solely in its capacity as Construction Receiver and not in its personal or corporate capacity);
- (t) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (u) to make payments, as required, under any contract in relation to the Property, without assuming any personal liability or obligations thereunder;

- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (w) to repudiate contracts or agreements to which the Debtor is a party or in respect of the Property;
- (x) to exercise the powers provided under section 68(2) of the Construction Act; and
- (y) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Construction Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE CONSTRUCTION RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) all construction managers, project managers, suppliers, contractors, subcontractors, trades, consultants, engineers, architects, advisors, quantity surveyors, and service providers, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Construction Receiver of the existence of any Property in such Person's possession or control, including for greater certainty, all deposits held by third parties for the Debtor in respect of the Property (collectively, the "**Deposits**") and shall grant immediate and continued access to the Property to the Construction Receiver, and shall deliver all such Property to the Construction Receiver upon the Construction Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Construction Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, Deposits and any other papers, records, information and cloud-based data of any kind related to the business or affairs of the Debtor or to the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Construction Receiver or permit the Construction Receiver to make, retain and take away copies thereof and grant to the Construction Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Construction Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Construction Receiver for the purpose of allowing the Construction Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Construction Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Construction Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Construction Receiver with all such assistance in gaining immediate access to the information in the Records as the Construction Receiver may in its discretion require including providing the Construction Receiver with instructions on the use of any computer, cloud or other system and providing the Construction Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE CONSTRUCTION RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Construction Receiver except with the written consent of the Construction Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Construction Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that, subject to paragraph 10, below, all rights and remedies against the Debtor, the Construction Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Construction Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver, Construction Lien Trustee or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Construction Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien, including the preservation or perfection of a claim for lien under the *Construction Act*.

10. **THIS COURT ORDERS** that, nothing in this order prevents either or both of the Mortgagees from taking any steps, or exercising any rights they may have, as loss payees in relation to any policy of insurance relating to the Property.

NO INTERFERENCE WITH THE CONSTRUCTION RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Construction Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Construction Receiver, and that the Construction Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Construction Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Construction Receiver, or as may be ordered by this Court.

CONSTRUCTION RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Construction Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Construction Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided

for herein, shall be held by the Construction Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

CRITICAL PAYMENTS

14. **THIS COURT ORDERS** that the Receiver may, with the consent of the Mortgagees, make payments owing by the Debtor to construction managers, project managers, suppliers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants, services providers and other creditors in respect of amounts owing prior to the date of this Order.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is

in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Construction Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Construction Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Construction Receiver shall not, as a result of this Order or anything done in pursuance of the Construction Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Construction Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA and Construction Lien Trustee by the

provisions of the *Construction Act*, including but not limited to, sections 68 and 78(7) of the *Construction Act*, or by any other applicable legislation.

CONSTRUCTION RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Construction Receiver and counsel to the Construction Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Construction Receiver and counsel to the Construction Receiver shall be entitled to and are hereby granted a charge (the "**Construction Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Construction Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, construction liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Construction Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Construction Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Construction Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Construction Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP AND CONSTRUCTION LIEN TRUSTEESHIP

22. **THIS COURT ORDERS** that the Construction Receiver be at liberty and it is hereby empowered, in consultation with the Mortgagees of the Debtor, to borrow by way

of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Construction Receiver by this Order, including interim expenditures and the fees and expenses of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Construction Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts (including, without limitation, deemed trusts), liens, construction liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Construction Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Construction Receiver's Borrowings Charge nor any other security granted by the Construction Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Construction Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Construction Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Construction Receiver pursuant to this Order or any further order of this Court and any and all Construction Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Construction Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the

service of documents made in accordance with the Protocol (which can be found on the Commercial List Forms and Model Orders website at <https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/MondeDevelopmentGroupInc>

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Construction Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. **THIS COURT ORDERS** that subject to paragraph 26, the Construction Receiver and counsel to the Construction Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtors, the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **THIS COURT ORDERS** that Land Registry Office No. 40 (Durham) is hereby directed to register a copy of this Order against title to the Mortgaged Lands.

30. **THIS COURT ORDERS** that the Construction Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Construction Receiver from acting as a trustee in bankruptcy of the Debtor.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that the Construction Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Construction Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Construction Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

36. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

CONSTRUCTION RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited ("**BDO**"), the receiver and manager and construction lien trustee (the "**Construction Receiver**") without security, over the assets, undertakings and properties of the respondent, Monde Development Group Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, and identified by PIN 26591-0281 (LT) in LRO #40, and all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2026 (the "**Order**") made in an action having Court file number ____-CL-_____, has received as such Construction Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Construction Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Construction Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Construction Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Construction Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Construction Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Construction Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

**BDO CANADA LIMITED, solely in its
capacity as Construction Receiver of the
Property, and not in its personal capacity**

Per: _____
Name:
Title:

MERIDIAN CREDIT UNION LIMITED
Applicant

-and- MONDE DEVELOPMENT GROUP INC.
Respondent

Court File No. CL-26-00000241-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

GOWLING WLG (CANADA) LLP

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Tel: 416-862-3604

Lawyers for the applicant

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No. —~~

Court File No. CL-26-00000241-0000

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~THURSDAY, THE #11TH
)
 JUSTICE —BLACK) DAY OF ~~MONTH~~JUNE, ~~20YR~~2026

~~PLAINTIFF⁺~~

B E T W E E N:

~~Plaintiff~~

MERIDIAN CREDIT UNION LIMITED

Applicant

~~—and—~~

~~DEFENDANT~~

MONDE DEVELOPMENT GROUP INC.

~~Defendant~~

Respondent

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; AND SECTION 68 OF THE
CONSTRUCTION ACT, R.S.O. 1990, c. C-30

ORDER

(~~appointing~~Appointing Receiver and Construction Lien Trustee)

⁺ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

~~THIS MOTION made by the Plaintiff~~² APPLICATION made by Meridian Credit Union Limited ("Meridian"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), and pursuant to section 68 of the Construction Act, R.S.O. 1990, c. C-30 (the "Construction Act") appointing ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO") as receiver ~~[and manager]~~ (in such capacities, the "**Receiver**"), and as construction lien trustee (in such capacity, the "Construction Lien Trustee"), without security, ~~of all of~~ over the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "the respondent, Monde Development Group Inc. (the "Debtor")~~) acquired for, or used in relation to a business carried on by the Debtor, including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, identified by PIN 26591-0281 (LT) in LRO #40, and bearing legal description PART LOT 31, CONCESSION 2, TOWNSHIP OF DARLINGTON, PART 1 PLAN 40R32249; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 40R32249 AS IN DR2039533; SUBJECT TO AN EASEMENT AS IN DR2323809; MUNICIPALITY OF CLARINGTON (the "Mortgaged Lands"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~ Amber Waheed affirmed June 1, 2026 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES], no one~~ Meridian, and all other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~ certificate of service of ~~[NAME] sworn~~ Haddon Murray dated [DATE], 2026, and on reading the consent of ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO") to act as the Receiver, and Construction Lien Trustee, filed,

SERVICE

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated³ so that

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in~~

this ~~motion~~ Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT OF RECEIVER AND CONSTRUCTION LIEN TRUSTEE

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA ~~and~~ section 101 of the CJA, ~~[RECEIVER'S NAME]~~ and section 68 of the Construction Act, BDO is hereby appointed Receiver and Construction Lien Trustee (in its capacities as Receiver and Construction Lien Trustee jointly, the "Construction Receiver"), without security, of all of the present and future assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the Mortgaged Lands, and all proceeds thereof (the "**Property**").

RECEIVER'S AND CONSTRUCTION LIEN TRUSTEE POWERS

3. **THIS COURT ORDERS** that the Construction Receiver ~~is~~ hereby empowered and authorized, but not obligated, to act at once in respect of the Debtor and the Property and, without in any way limiting the generality of the foregoing, the ~~Receiver~~ Construction Receiver, in consultation with Meridian and MarshallZehr Group Inc. or their assignees ("MarshallZehr" or the "Second Mortgagee", and together with Meridian, the "Mortgagees") and counsel for each of the Mortgagees, is hereby expressly empowered and authorized to do any of the following where the Construction Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, the Debtor's bank accounts related to the Property, wherever located;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

~~validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories, accessing and taking control of the Debtor's bank accounts and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business or in connection with the Property, cease to carry on all or any part of the business, or disclaim, repudiate or cease to perform any contracts of the Debtor;
- (d) to create the condominium corporation in respect of the Mortgaged Lands and register the condominium declaration and description on title to the Mortgaged Lands
- (e) ~~(d)~~ to engage construction managers, project managers, suppliers, contractors, subcontractors, trades, consultants, engineers, quantity surveyors, architects, advisors, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Construction Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (h) to take steps to commence a process to confirm the deposit amounts, if any, being held by the Debtor pursuant to agreements of purchase and sale between the Debtor and a purchaser for the sale and purchase of residential condominium units planned to be situated at the development located on the Mortgaged Lands;
- (i) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) to deal with any lien claims, trust claims, and trust funds that have been or may be registered or which arise in respect of the Property, including any part or parts thereof, and, with approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Debtor or to or on behalf of any beneficiaries of any such trust funds pursuant to section 85 of the Construction Act;
- (k) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of construction permits and any requirements related thereto, whether in the Construction Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (l) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Construction Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

~~⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- (m) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtor thereon;
- (n) ~~(j)~~ to market any or all of the Property, including, without limitation, condominium units, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers or listing agents, and negotiating such terms and conditions of sale or engagement as the Receiver in its discretion, and in consultation with the Mortgagees, may deem appropriate;
- (o) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~100,000 provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (p) ~~(h)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (q) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Construction Receiver deems appropriate, and with the Mortgagees, on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Construction Receiver deems advisable;
- (r) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (s) ~~(e)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Construction Receiver, in the name of the Debtor; and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result such permits, licenses, approvals or permissions (but solely in its capacity as Construction Receiver and not in its personal or corporate capacity);
- (t) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (u) to make payments, as required, under any contract in relation to the Property, without assuming any personal liability or obligations thereunder;
- (v) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; ~~and~~

- (w) to repudiate contracts or agreements to which the Debtor is a party or in respect of the Property;
- (x) to exercise the powers provided under section 68(2) of the Construction Act; and
- (y) ~~(#)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Construction Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE CONSTRUCTION RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, ~~and~~ (iii) all construction managers, project managers, suppliers, contractors, subcontractors, trades, consultants, engineers, architects, advisors, quantity surveyors, and service providers, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Construction Receiver of the existence of any Property in such Person's possession or control, including for greater certainty, all deposits held by third parties for the Debtor in respect of the Property (collectively, the "**Deposits**") and shall grant immediate and continued access to the Property to the Construction Receiver, and shall deliver all such Property to the Construction Receiver upon the Construction Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Construction Receiver of the existence of any books, documents, securities, contracts, orders,

corporate and accounting records, Deposits and any other papers, records~~and~~, information and cloud-based data of any kind related to the business or affairs of the Debtor or to the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Construction Receiver or permit the Construction Receiver to make, retain and take away copies thereof and grant to the Construction Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Construction Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Construction Receiver for the purpose of allowing the Construction Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Construction Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Construction Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Construction Receiver with all such assistance in gaining immediate access to the information in the Records as the Construction Receiver may in its discretion require including providing the Construction Receiver with instructions on the use of any computer, cloud or other system and providing the Construction Receiver with any and all access codes, account names~~and~~, account numbers and account creating credentials that may be required to gain access to the information.

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE CONSTRUCTION RECEIVER

7. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Construction Receiver except with the written consent of the Construction Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Construction Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ **THIS COURT ORDERS** that, subject to paragraph 10, below, all rights and remedies against the Debtor, the Construction Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Construction Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver, Construction Lien Trustee or the Debtor to carry on any business which the Debtor is not lawfully

entitled to carry on, (ii) exempt the Construction Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien, including the preservation or perfection of a claim for lien under the Construction Act.

10. **THIS COURT ORDERS** that, nothing in this order prevents either or both of the Mortgagees from taking any steps, or exercising any rights they may have, as loss payees in relation to any policy of insurance relating to the Property.

NO INTERFERENCE WITH THE CONSTRUCTION RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Construction Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Construction Receiver, and that the Construction Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Construction Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Construction Receiver, or as may be ordered by this Court.

CONSTRUCTION RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Construction Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Construction Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Construction Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

CRITICAL PAYMENTS

14. **THIS COURT ORDERS** that the Receiver may, with the consent of the Mortgagees, make payments owing by the Debtor to construction managers, project managers, suppliers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants, services providers and other creditors in respect of amounts owing prior to the date of this Order.

EMPLOYEES

15. ~~14.~~ **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the ~~Debtor's~~ Debtor' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver ~~shall~~ may

disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Construction Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Construction Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Construction Receiver shall not, as a result of this Order or anything done in pursuance of the Construction Receiver's duties and powers under this Order, be deemed to be in Possession of any

of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~17.~~ **THIS COURT ORDERS** that the Construction Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA and Construction Lien Trustee by the provisions of the Construction Act, including but not limited to, sections 68 and 78(7) of the Construction Act, or by any other applicable legislation.

CONSTRUCTION RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Construction Receiver and counsel to the Construction Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Construction Receiver and counsel to the Construction Receiver shall be entitled to and are hereby granted a charge (the "Construction Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Construction Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, (including, without limitation, deemed trusts), liens, construction liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

20. ~~19.~~ **THIS COURT ORDERS** that the Construction Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Construction Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Construction Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Construction Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP AND CONTRUCTION LIEN TRUSTEESHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Construction Receiver be at liberty and it is hereby empowered, in consultation with the Mortgagees of the Debtor, to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Construction Receiver by this Order, including interim expenditures and the fees and expenses of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Construction Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, (including, without limitation, deemed trusts), liens, construction liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Construction Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. ~~22.~~ **THIS COURT ORDERS** that neither the Construction Receiver's Borrowings Charge nor any other security granted by the Construction Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. ~~23.~~ **THIS COURT ORDERS** that the Construction Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Construction Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Construction Receiver pursuant to this Order or any further order of this Court and any and all Construction Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Construction Receiver's Certificates.

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List ~~website~~ ~~at~~ ~~<https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>~~ Forms and Model Orders website at <https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~'<@>':~~ <https://www.bdo.ca/MondeDevelopmentGroupInc>

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Construction Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~ Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. **THIS COURT ORDERS** that subject to paragraph 26, the Construction Receiver and counsel to the Construction Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtors, the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **THIS COURT ORDERS** that Land Registry Office No. 40 (Durham) is hereby directed to register a copy of this Order against title to the Mortgaged Lands.

30. ~~27.~~ **THIS COURT ORDERS** that the Construction Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Construction Receiver from acting as a trustee in bankruptcy of the Debtor.

32. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

33. ~~30.~~ **THIS COURT ORDERS** that the Construction Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Construction Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Applicant's security or, if not so provided by the ~~Plaintiff's~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtor's estate with such priority and at such time as this Court may determine.

35. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Construction Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

36. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

~~RECEIVER~~ CONSTRUCTION RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ BDO Canada Limited ("BDO"), the receiver and manager and construction lien trustee (the "Construction Receiver") ~~of~~ without security, over the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of the respondent, Monde Development Group Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including, in particular the lands municipally known as 1607 King Street East, Clarington, Ontario, and identified by PIN 26591-0281 (LT) in LRO #40, and all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, ~~20—~~ 2026 (the "**Order**") made in an action having Court file number ____-CL-_____, has received as such Construction Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Construction Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Construction Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the

- 2 -

Bankruptcy and Insolvency Act, and the right of the Construction Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Construction Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Construction Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Construction Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ **BDO CANADA LIMITED**, solely in its capacity
- as Construction Receiver of the
Property, and not in its personal capacity

Per: _____

Name:

Title:

~~3~~

MERIDIAN CREDIT UNION LIMITED
Applicant

-and-

MONDE DEVELOPMENT GROUP INC.
Respondent

Court File No. CL-26-00000241-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	417

B E T W E E N

MERIDIAN CREDIT UNION LIMITED
Applicant

-and-

MONDE DEVELOPMENT GROUP INC.
Respondent
Court File No. CL-26-00000241-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

APPLICATION RECORD

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