

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

1001116006 ONTARIO INC.

Applicant

and

2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
KEPINSKI

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.
B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 190, c. c-43, as amended

**APPLICATION RECORD
(Volume 2 of 2)**

May 29, 2025

POLLEY FAITH LLP
TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)
afaith@polleyfaith.com
Brookelyn Kirkham (70643W)
bkirkham@polleyfaith.com
Dayna Christy (89438T)
dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

TO: **THE ATTACHED SERVICE LIST**

SERVICE LIST

TO:	2568551 Ontario Inc., carrying on business as CALIBREX DEVELOPMENT GROUP INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>
AND TO:	2847990 ONTARIO INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>
AND TO:	2847991 ONTARIO INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>
AND TO:	2847992 ONTARIO INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>
AND TO:	2847993 ONTARIO INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>

AND TO:	2847994 ONTARIO INC. 1135 Stellar Drive Newmarket, ON L3Y 7B8 Email: bruno@calibrex.ca <i>Respondent</i>
AND TO:	2741854 ONTARIO LIMITED 385 Madison Avenue Toronto, ON M4V 2W7 Email: hunter@milborne.com <i>Respondent</i>
AND TO:	2678514 ONTARIO INC. 385 Madison Avenue Toronto, ON M4V 2W7 Email: hunter@milborne.com <i>Respondent</i>
AND TO:	2678517 ONTARIO INC. 385 Madison Avenue Toronto, ON M4V 2W7 Email: hunter@milborne.com <i>Respondent</i>
AND TO:	CHARLES HUNTER MILBORNE 133 Hazelton Avenue, Suite 901 Toronto, ON M5R 0A6 Email: hunter@milborne.com <i>Respondent</i>
AND TO:	GOWLING WLG (CANADA) LLP 100 King St. W., Suite 1600 Toronto, ON M5X 1G5 Duncan C. Boswell (32163I) Email: duncan.boswell@gowlingwlg.com Tel: 416.862.4466 <i>Counsel for Andrzej Roman Kepinski, Respondent</i>

AND TO:	V. GIBBONS CONTRACTING LTD. 1755 Stevensville Road, Stevensville, ON L0S 1S0 Vaughn Gibbons Email: v.gibbons@vgibbonscontracting.com Jason White Email: j.white@vgibbonscontracting.com <i>Construction Lien Claimant</i>
AND TO:	NIAGARA FALLS INNOVATION HUB 4551 Zimmerman Avenue Niagara Falls, ON L2E 3M5 Nicole Smith Email: rgerman@nfinnovationhub.ca Roseann German Email: nsmith@nfinnovationhub.ca <i>Tenant</i>
AND TO:	GRANT THORNTON LIMITED 11 th Floor – 200 King St. W. Toronto, ON M5H 3T4 Dan Wootton Email: Dan.Wootton@doane.gt.ca <i>Proposed Receiver</i>

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

1001116006 ONTARIO INC.

Applicant

and

2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
KEPINSKI

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.
B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 190, c. c-43, as amended

INDEX

TAB	DOCUMENT	PAGE
Volume 1 of 2		
A	Notice of application, issued May 2, 2025	1
B	Affidavit of Daniel McNalley, affirmed May 29, 2025	40
1	Exhibit “1”: Assignment Agreement between Don Ierullo Investments Inc. and Newco, dated April 9, 2025	65
2	Exhibit “2”: Assignment Agreement between Dunn Capital Corporation and Newco, dated April 9, 2025	85
3	Exhibit “3”: Ontario corporate profile report for 2568551 Ontario Inc., dated April 10, 2025	107
4	Exhibit “4”: Ontario corporate profile report for 2847990 Ontario Inc., dated April 10, 2025	116

5	Exhibit “5”: Ontario corporate profile report for 2847991 Ontario Inc., dated April 10, 2025	124
6	Exhibit “6”: Ontario corporate profile report for 2847992 Ontario Inc., dated April 10, 2025	132
7	Exhibit “7”: Ontario corporate profile report for 2847993 Ontario Inc., dated April 10, 2025	140
8	Exhibit “8”: Ontario corporate profile report for 2847994 Ontario Inc., dated April 10, 2025	148
9	Exhibit “9”: Ontario parcel registry for PIN 64269-0361, dated April 14, 2025	156
10	Exhibit “10”: Ontario parcel registry for PIN 64269-0533, dated April 14, 2025	158
11	Exhibit “11”: Ontario parcel registry for PIN 64328-0151, dated April 14, 2025	160
12	Exhibit “12”: Ontario parcel registry for PIN 64445-0015, dated April 14, 2025	162
13	Exhibit “13”: Ontario parcel registry for PIN 64445-0018, dated April 14, 2025	164
14	Exhibit “14”: Ontario parcel registry for PIN 64328-0176, dated April 14, 2025	166
15	Exhibit “15”: Ontario parcel registry for PIN 64445-0214, dated April 14, 2025	168
16	Exhibit “16”: Ontario corporate profile report for 2741854 Ontario Limited, dated April 10, 2025	170
17	Exhibit “17”: Ontario corporate profile report for 2678514 Ontario Inc., dated April 10, 2025	178
18	Exhibit “18”: Ontario corporate profile report for 2678517 Ontario Inc., dated April 10, 2025	186
19	Exhibit “19”: Ontario parcel registry for PIN 64328-0188, dated April 14, 2025	194
20	Exhibit “20”: Ontario parcel registry for PIN 64328-0182, dated April 14, 2025	197

21	Exhibit “21”: Ontario parcel registry for PIN 64328-0186, dated April 14, 2025	200
22	Exhibit “22”: Ontario parcel registry for PIN 64328-0190, dated April 14, 2025	203
23	Exhibit “23”: Ontario parcel registry for PIN 64328-0191, dated April 14, 2025	206
24	Exhibit “24”: Ontario parcel registry for PIN 64328-0193, dated April 14, 2025	209
25	Exhibit “25”: Ontario parcel registry for PIN 64328-0183, dated April 14, 2025	212
26	Exhibit “26”: Ontario parcel registry for PIN 64328-0257, dated April 14, 2025	215
27	Exhibit “27”: Guarantee and Postponement between C. Milborne, HarbourEdge Mortgage Investment Trustee Inc., 2678514 Ontario Inc., 2678517 Ontario Inc., and 2741854 Ontario Limited, dated November 30, 2021	218
28	Exhibit “28”: Guarantee and Postponement between A. Kepinski, HarbourEdge Mortgage Investment Trustee Inc., 2678514 Ontario Inc., 2678517 Ontario Inc., and 2741854 Ontario Limited, dated November 30, 2021	225
29	Exhibit “29”: 4249-4267 River Road - Tax Certificate dated May 7, 2025	232
30	Exhibit “30”: 4299 Queen Street - Tax Certificate dated May 7, 2025	239
31	Exhibit “31”: 4110-4122 Bridge Street - Tax Certificate dated May 7, 2025	245
32	Exhibit “32”: 4551 Zimmerman Avenue - Tax Certificate dated May 7, 2025	251
33	Exhibit “33”: 4544-4552 Zimmerman Avenue - Tax Certificate dated May 7, 2025	257
34	Exhibit “34”: 4578 Erie Avenue - Tax Certificate dated May 6, 2025	263
35	Exhibit “35”: Niagara Falls Review article, “Historic Empire building in downtown Niagara Falls goes up in flames”, dated January 2, 2025	267

36	Exhibit “36”: 4600-4610 Erie Avenue - Tax Certificate dated May 6, 2025	272
37	Exhibit “37”: 4638 Erie Avenue - Tax Certificate dated May 6, 2025	276
38	Exhibit “38”: 4584 Erie Avenue - Tax Certificate dated May 6, 2025	280
39	Exhibit “39”: Niagara Falls Review article, “Fire ravages vacant building in downtown Niagara Falls”, dated January 23, 2024	284
40	Exhibit “40”: Niagara Falls Review article, “Second fire this year at vacant downtown Niagara Falls building”, dated March 7, 2024	288
41	Exhibit “41”: 4624 Erie Avenue - Tax Certificate dated May 6, 2025	292
42	Exhibit “42”: 4616-4618 Erie Avenue - Tax Certificate dated May 6, 2025	298
43	Exhibit “43”: 4254 Park Street - Tax Certificate dated May 7, 2025	304
44	Exhibit “44”: Letter from Polley Faith LLP to City of Niagara Falls re Request for Compliance Letters, dated May 8, 2025	307
45	Exhibit “45”: Court file list regarding Milborne Parties, current to May 5, 2025	310
46	Exhibit “46”: Loan Agreement between 2568551 Ontario Inc. and Don Ierullo Investments Inc., dated May 31, 2021	313
47	Exhibit “47”: Charge/mortgage - Instrument No. SN681494	330
Volume 2 of 2		
48	Exhibit “48”: Charge/mortgage - Instrument No. SN681495	335
49	Exhibit “49”: Charge/mortgage - Instrument No. SN681496	339
50	Exhibit “50”: Charge/mortgage - Instrument No. SN681497	344
51	Exhibit “51”: Charge/mortgage - Instrument No. SN681498	348
52	Exhibit “52”: Acknowledgment and Direction, dated July 5, 2021	352
53	Exhibit “53”: Email from D. McNalley to D. Green re “Niagara Mortgage”, dated December 5, 2024, with attachment	370
54	Exhibit “54”: Transfer of Charge - Instrument No. SN834400	374

55	Exhibit “55”: Letter from Polley Faith LLP to the Calibrex Respondents, dated April 10, 2025, with enclosure	377
56	Exhibit “56”: Commitment Letter from HarbourEdge Mortgage Investment Trustee Inc. signed by 2741854 Ontario Limited, 2678514 Ontario Inc., 2678517 Ontario Inc., C. Milborne, and A. Kepinski, dated November 30, 2021	382
57	Exhibit “57”: Promissory Note from HarbourEdge Mortgage Investment Trustee Inc. signed by 2741854 Ontario Limited, 2678514 Ontario Inc., 2678517 Ontario Inc., C. Milborne, and A. Kepinski, dated November 30, 2021	390
58	Exhibit “58”: Charge/mortgage - Instrument No. SN702993	392
59	Exhibit “59”: Charge/mortgage - Instrument No. SN702994	395
60	Exhibit “60”: Charge/mortgage - Instrument No. SN702995	398
61	Exhibit “61”: Charge/mortgage - Instrument No. SN702996	401
62	Exhibit “62”: General assignment of rents between 2741854 Ontario Limited, 2678514 Ontario Inc., 2678517 Ontario Inc. and HarbourEdge Mortgage Investment Trustee Inc., dated November 30, 2021	404
63	Exhibit “63”: General security agreement between 2678514 Ontario Inc. and HarbourEdge Mortgage Investment Trustee Inc., dated November 30, 2021	410
64	Exhibit “64”: Ontario PPSA New Registration #20211130 1202 1590 6602, dated November 25, 2021	429
65	Exhibit “65”: General security agreement between 2678517 Ontario Inc. and HarbourEdge Mortgage Investment Trustee Inc., dated November 30, 2021	432
66	Exhibit “66”: Ontario PPSA New Registration #20211130 1201 1590 6600, dated November 25, 2021	451
67	Exhibit “67”: General security agreement between 2741854 Ontario Inc. and HarbourEdge Mortgage Investment Trustee Inc., dated November 30, 2021	454
68	Exhibit “68”: Ontario PPSA New Registration #20211130 1202 1590 6601, dated November 25, 2021	473

69	Exhibit “69”: Schedule to charge, initialled by C. Milborne and A. Kepinski	476
70	Exhibit “70”: Commitment Letter from Dunn Capital Corporation signed by 2741854 Ontario Limited, 2678514 Ontario Inc., 2678517 Ontario Inc., C. Milborne, and A. Kepinski, dated December 20, 2022	482
71	Exhibit “71”: Promissory Note from Dunn Capital Corporation signed by 2741854 Ontario Limited, 2678514 Ontario Inc., 2678517 Ontario Inc., C. Milborne, and A. Kepinski, dated January 24, 2023	490
72	Exhibit “72”: Assignment Agreement between HarbourEdge Mortgage Investment Trustee Inc. and Dunn Capital Corporation, dated January 25, 2023	492
73	Exhibit “73”: Amending Agreement between Dunn Capital Corporation and 2678514 Ontario Inc., dated January 25, 2023	504
74	Exhibit “74”: Amending Agreement between Dunn Capital Corporation and 2678517 Ontario Inc., dated January 25, 2023	509
75	Exhibit “75”: Amending Agreement between Dunn Capital Corporation and 2741854 Ontario Limited, dated January 25, 2023	514
76	Exhibit “76”: Notice - Instrument No. SN755663	519
77	Exhibit “77”: Notice - Instrument No. SN755662	521
78	Exhibit “78”: Notice - Instrument No. SN755664	524
79	Exhibit “79”: Notice - Instrument No. SN755665	526
80	Exhibit “80”: Ontario PPSA Amendment Registration #20230125 1438 1590 8428, dated January 25, 2023	529
81	Exhibit “81”: Ontario PPSA Amendment Registration #20230125 1437 1590 8427, dated January 25, 2023	531
82	Exhibit “82”: Ontario PPSA Amendment Registration #20230125 1437 1590 8426, dated January 25, 2023	533
83	Exhibit “83”: Letter from Cowan & Vaillancourt to the Milborne Respondents re “Dunn Capital Corporation 1 st Mortgage to 2741854 Ontario Limited, 2678514 Ontario Inc. and 2678517 Ontario Inc.”, dated August 11, 2023	535

84	Exhibit “84”: Statement of Claim, Court file no. CV-23-00001962-0000, issued November 8, 2023	538
85	Exhibit “85”: Transfer of charge - Instrument No. SN834403	549
86	Exhibit “86”: Ontario PPSA Amendment Registration – Assignment by Secured Party – #20250409 1838 1590 6083, dated April 9, 2025	552
87	Exhibit “87”: Ontario PPSA Amendment Registration – Assignment by Secured Party – #20250409 1838 1590 6082, dated April 9, 2025	554
88	Exhibit “88”: Ontario PPSA Amendment Registration – Assignment by Secured Party – #20250409 1838 1590 6081, dated April 9, 2025	556
89	Exhibit “89”: Ontario PPSA Search Summary for 2678514 Ontario Inc., dated April 9, 2025	558
90	Exhibit “90”: Ontario PPSA Search Summary for 2678517 Ontario Inc., dated April 9, 2025	561
91	Exhibit “91”: Ontario PPSA Search Summary for 2741854 Ontario Limited, dated April 9, 2025	564
92	Exhibit “92”: Letter from Polley Faith LLP to the Milborne Parties, dated April 10, 2025, with enclosure	567
93	Exhibit “93”: Endorsement of Justice Steele, Court file no. CV-24-00717051-00CL, dated January 16, 2025	572
94	Exhibit “94”: Real Estate News Exchange article, “Vantage buys second Hamilton condo development site”, dated February 4, 2025	577
95	Exhibit “95”: Notice of application, Court file no. CV-25-00737773-00CL, issued February 25, 2025	583
96	Exhibit “96”: Consent to act as Court-appointed receiver, dated May 28, 2025	595
C	Draft Order	621
D	Blacklined version of the Draft Order	644

This is Exhibit “48” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties				
PIN	64328 - 0151	LT	Interest/Estate	Fee Simple
Description	PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964 ; NIAGARA FALLS			
Address	4299 QUEEN ST NIAGARA FALLS			

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	2847991 ONTARIO INC.
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8
I, David Green, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	DON IERULLO INVESTMENTS INC.	
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9	

Provisions			
Principal	\$784,868.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
See Schedules

Signed By				
Shida Azari	150 Ferrand Drive #800 Toronto M3C 3E5	acting for Chargor(s)	Signed	2021 07 05
Tel	416-496-3340			
Fax	416-497-3809			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
WILLIAM FRIEDMAN BARRISTER & SOLICITOR	150 Ferrand Drive #800 Toronto M3C 3E5		2021 07 05
Tel	416-496-3340		
Fax	416-497-3809		

Fees/Taxes/Payment	
Statutory Registration Fee	\$65.30
Total Paid	\$65.30

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

This is Exhibit “49” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties				
PIN	64445 - 0018	LT	Interest/Estate	Fee Simple
Description	PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645 ; NIAGARA FALLS			
Address	4100 BRIDGE STREET NIAGARA FALLS			
PIN	64445 - 0015	LT	Interest/Estate	Fee Simple
Description	PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS			
Address	4122 BRIDGE STREET NIAGARA FALLS			

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	2847992 ONTARIO INC.
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8
I, David Green, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	DON IERULLO INVESTMENTS INC.	
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9	

Provisions			
Principal	\$1,026,780.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
See Schedules

Signed By				
Shida Azari	150 Ferrand Drive #800 Toronto M3C 3E5	acting for Chargor(s)	Signed	2021 07 05
Tel	416-496-3340			
Fax	416-497-3809			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
WILLIAM FRIEDMAN BARRISTER & SOLICITOR	150 Ferrand Drive #800 Toronto M3C 3E5		2021 07 05
Tel	416-496-3340		
Fax	416-497-3809		

LRO # 59 **Charge/Mortgage**

Received as SN681496 on 2021 07 05 at 12:18

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

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.30
<i>Total Paid</i>	\$65.30

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

This is Exhibit “50” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties				
PIN	64328 - 0176	LT	Interest/Estate	Fee Simple
Description	LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041; CITY OF NIAGARA FALLS			
Address	4551 ZIMMERMAN AVENUE NIAGARA FALLS			

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	2847993 ONTARIO INC.
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8
I, David Green, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	DON IERULLO INVESTMENTS INC.	
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9	

Provisions			
Principal	\$6,000,000.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
See Schedules

Signed By				
Shida Azari	150 Ferrand Drive #800 Toronto M3C 3E5	acting for Chargor(s)	Signed	2021 07 05
Tel	416-496-3340			
Fax	416-497-3809			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
WILLIAM FRIEDMAN BARRISTER & SOLICITOR	150 Ferrand Drive #800 Toronto M3C 3E5		2021 07 05
Tel	416-496-3340		
Fax	416-497-3809		

Fees/Taxes/Payment	
Statutory Registration Fee	\$65.30
Total Paid	\$65.30

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

This is Exhibit “51” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties				
PIN	64445 - 0214	LT	Interest/Estate	Fee Simple
Description	LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS			
Address	4544 4552 ZIMMERMAN AVENUE NIAGARA FALLS			

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	2847994 ONTARIO INC.
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8
I, David Green, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	DON IERULLO INVESTMENTS INC.	
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9	

Provisions			
Principal	\$2,214,833.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
See Schedules

Signed By				
Shida Azari		150 Ferrand Drive #800 Toronto M3C 3E5	acting for Chargor(s)	Signed 2021 07 05
Tel	416-496-3340			
Fax	416-497-3809			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
WILLIAM FRIEDMAN BARRISTER & SOLICITOR	150 Ferrand Drive #800 Toronto M3C 3E5		2021 07 05
Tel	416-496-3340		
Fax	416-497-3809		

Fees/Taxes/Payment	
Statutory Registration Fee	\$65.30
Total Paid	\$65.30

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

This is Exhibit “52” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ACKNOWLEDGEMENT AND DIRECTION

TO: Lawyers at Friedman Law Professional Corporation

RE: Loan from DON IERULLO INVESTMENTS INC. to 2847994 ONTARIO INC. secured by a mortgage registered against the title to the property municipally known as 4544 4552 ZIMMERMAN AVENUE NIAGARA FALLS and legal described in PIN 64445-0214

Loan from DON IERULLO INVESTMENTS INC. to 2847993 ONTARIO INC. secured by a mortgage registered against the title to the property municipally known as 4551 ZIMMERMAN AVENUE NIAGARA FALLS and legal described in PIN 64328-0176

Loan from DON IERULLO INVESTMENTS INC. to 2847992 ONTARIO INC. secured by a mortgage registered against the title to the property municipally known as 4100 BRIDGE STREET NIAGARA FALLS and legal described in PIN 64445-0018 and the property municipally known as 4122 BRIDGE STREET NIAGARA FALLS and legal described in PIN 64445-0015

Loan from DON IERULLO INVESTMENTS INC. to 2847991 ONTARIO INC. secured by a mortgage registered against the title to the property municipally known as 4299 QUEEN ST NIAGARA FALLS and legal described in PIN 64328-0151

Loan from DON IERULLO INVESTMENTS INC. to 2847990 ONTARIO INC. secured by a mortgage registered against the title to the property municipally known as 4249 /4267 RIVER ROAD NIAGARA FALLS and legal described in PIN 64269-0533 and the property municipally known as 4249 /4267 RIVER ROAD NIAGARA FALLS and legal described in PIN 64269-0361

This will confirm that:

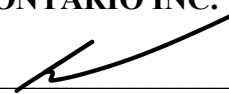
- We have reviewed the information set out in the documents listed below and attached to this Acknowledgement and Direction (the “**Documents**”), and confirm that the information contained is accurate:
 - Charge
- You, your agents or employees are authorized and directed to sign, deliver, and/or register electronically, on our behalf the Documents as well as any other documents required to complete the transaction described above;
- You, your agents or employees are authorized to insert, complete or amend any omitted or incorrect dates, amounts and/or other information or data in or to the Documents in order to complete the transaction described above;
- The effect of the Documents has been fully explained to us and we understand that we are a party to and bound by the terms and provisions of these Documents to the same extent as if we had signed these documents;
- The undersigned are in fact a party named in the electronic documents described in this Acknowledgement and Direction and the undersigned has not misrepresented the identity of the undersigned to you;
- In the event of an investigation into a fraudulent registration or any other lawful requests, we hereby authorize you to release this Acknowledgement & Direction to the Director of Titles for the Ministry of Government and Consumer Services;
- The undersigned hereby irrevocably authorizes and directs you to complete all documentation referred to in paragraph 2 in the manner contemplated by an agreement between the parties including by inserting, without limitation, any dates, rates, amounts

and registration numbers necessary to complete such documents and to make any amendments thereto that may be required by the Land Registry Office to effect certification of the electronic documents as described in this Acknowledgement & Direction by the Land Registry Office; and

- A copy of this Acknowledgment and Direction may be executed and delivered by fax or email and shall have the same legally binding effect as if it were an original.

Dated on 5th day of July, 2021.

2847994 ONTARIO INC.

Per: 

Name: David Green

Title: ASO

I have authority to bind the corporation.

2847993 ONTARIO INC.

Per: 

Name: David Green

Title: ASO

I have authority to bind the corporation.

2847992 ONTARIO INC.

Per: 

Name: David Green

Title: ASO

I have authority to bind the corporation.

2847991 ONTARIO INC.

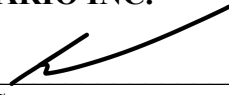
Per: 

Name: David Green

Title: ASO

I have authority to bind the corporation.

2847990 ONTARIO INC.

Per: 

Name: David Green

Title: ASO

I have authority to bind the corporation.

Properties

PIN	64445 - 0018	LT	Interest/Estate	Fee Simple
Description	PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645 ; NIAGARA FALLS			
Address	4100 BRIDGE STREET NIAGARA FALLS			
PIN	64445 - 0015	LT	Interest/Estate	Fee Simple
Description	PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS			
Address	4122 BRIDGE STREET NIAGARA FALLS			

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	2847992 ONTARIO INC.
	Acting as a company
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8

I, David Green, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
------------	----------	-------

Name	DON IERULLO INVESTMENTS INC.
	Acting as a company
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9

Provisions

Principal	\$1,026,780.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

Properties

PIN	64269 - 0533 LT	Interest/Estate	Fee Simple
Description	PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS; PT LT 8 PL 996 NIAGARA FALLS; PT LT 9 PL 996 NIAGARA FALLS AS IN BB30516 & RO479407; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN BB30516 & RO479407; PT LT 8 PL 996 NIAGARA FALLS AS IN RO599693; CITY OF NIAGARA FALLS		
Address	4249 /4267 RIVER ROAD NIAGARA FALLS		
PIN	64269 - 0361 LT	Interest/Estate	Fee Simple
Description	PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS AS IN RO160914; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO160914; CITY OF NIAGARA FALLS		
Address	4249 /4267 RIVER ROAD NIAGARA FALLS		

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	2847990 ONTARIO INC.
	Acting as a company
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8

I, David Green, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
------------	----------	-------

Name	DON IERULLO INVESTMENTS INC.
	Acting as a company
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9

Provisions

Principal	\$3,440,518.00	Currency	CDN
Calculation Period	Annually		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

Properties

PIN	64445 - 0214 LT	Interest/Estate	Fee Simple
Description	LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS		
Address	4544 4552 ZIMMERMAN AVENUE NIAGARA FALLS		

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	2847994 ONTARIO INC.
	Acting as a company
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8

I, David Green, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name	DON IERULLO INVESTMENTS INC.
	Acting as a company
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9

Provisions

Principal	\$2,214,833.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

Properties

PIN

64328 - 0176 LT

Interest/Estate

Fee Simple

Description

LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041;
CITY OF NIAGARA FALLS

Address

4551 ZIMMERMAN AVENUE
NIAGARA FALLS

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

2847993 ONTARIO INC.

Acting as a company

Address for Service

1100 Gorham Street, Suite 18
Newmarket, Ontario L3Y 8Y8

I, David Green, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name

DON IERULLO INVESTMENTS INC.

Acting as a company

Address for Service

1 Valleywood Dr, Markham, ON L3R 5L9

Provisions

Principal

\$6,000,000.00

Currency

CDN

Calculation Period

Yearly, not in advance

Balance Due Date

2026/06/30

Interest Rate

8% per annum

Payments

Interest Adjustment Date

Payment Date

Quarterly, interest only

First Payment Date

2022 06 30

Last Payment Date

Standard Charge Terms

200033

Insurance Amount

Full insurable value

Guarantor

Additional Provisions

See Schedules

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

Properties

PIN	64328 - 0151 LT	Interest/Estate	Fee Simple
Description	PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964 ; NIAGARA FALLS		
Address	4299 QUEEN ST NIAGARA FALLS		

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	2847991 ONTARIO INC.
	Acting as a company
Address for Service	1100 Gorham Street, Suite 18 Newmarket, Ontario L3Y 8Y8
I, David Green, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
------------	----------	-------

Name	DON IERULLO INVESTMENTS INC.
	Acting as a company
Address for Service	1 Valleywood Dr, Markham, ON L3R 5L9

Provisions

Principal	\$784,868.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2026/06/30		
Interest Rate	8% per annum		
Payments			
Interest Adjustment Date			
Payment Date	Quarterly, interest only		
First Payment Date	2022 06 30		
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

SCHEDULE "A"
MORTGAGE CLAUSES

1. The Chargor, its successors and assigns, shall have the privilege of repaying, in whole or in part, the principal monies secured hereunder, at any time or times, without notice, penalty or bonus.
2. The Chargor shall be entitled when not in default hereunder to demolish any structures presently situate on the property charged hereby (the "**Property**"), to install services upon the Property, and to commence construction and other building operations including, without limitation, excavation, grading, construct roads, install water mains, sewers and other services and utilities on the Property and to remove or demolish any structures, erections or buildings on the Property and to otherwise develop the Property without being deemed to have committed waste or being in default under the Charge.
3. Provided the Chargor is not then in default hereunder, the Chargee agrees to co-operate with the Chargor and to execute within seven (7) days after written request by the Chargor, without payment of any principal and/or interest, or any other monies, written consent and/or any other document required by the Chargor or which may be necessary or desirable in order to facilitate any application for a subdivision plan, condominium plan, application or applications for zoning by-law amendment or official plan amendment, any severance or minor variance application or applications which the Chargor may make. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
4. Provided the Chargor is not then in default hereunder, the Chargee shall within seven (7) days after written request by the Chargor execute and deliver to the Chargor or as it may direct any and all agreements, instruments and documents required by the Chargor in connection with the registration of any subdivision plan, condominium plan, Section 37 Planning Act agreement, servicing agreements, easement agreements, financial, development and/or site plan agreements or to have the lands registered under the Land Titles Act or under any certification of titles procedure under any other statute and shall if required by the Chargor execute and deliver without any payment of principal, interest or other monies, such subordinations or postponements of this Charge in favour of any servicing agreement, easement agreements, subdivision plan, condominium plan, Section 37 Planning Act agreement, financial, development and/or site plan agreements. All reasonable legal fees and disbursements incurred by the Chargee in connection therewith shall be paid by the Chargor.
5. Provided the Chargor is not then in default hereunder, the Chargee shall execute and deliver without payment of any principal and/or interest, or other monies, such partial discharge or discharges or other assurances as may be required to convey to any municipality, public authority, other governmental body or authority, school board, railway company, utility, or conservation authority, any lands required for municipal, public or any other purposes, in order to permit an official or district plan amendment, zoning, severance or minor variance application to proceed or to comply with any conditions thereof or to complete, comply with or obtain the approval of any site plan agreement or the registration of a plan of

subdivision or plan of condominium, or for any other municipal or other 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, school lands and parks.

6. Provided the Chargor is not then in default hereunder, the Chargee agrees to execute and deliver without any payment of principal, interest or other monies, 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 governmental, municipal, utility or railway purposes, whether public, quasi public or private and whether for gas, water, electricity, telephone, sewer (sanitary and storm), cable television, railroads, or similar services or purposes.
7. The Chargee shall upon written request execute any of the documentation as herein provided or do any other matter or thing within seven (7) days of written request therefor.
8. The Chargee, its successors and assigns, agrees to provide to the Chargor, from time to time within five (5) days of written request by the Chargor, a statement as to the amounts then outstanding under the Charge and the amounts required hereunder to obtain a discharge of the Charge.

This is Exhibit “53” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

From: Dan McNalley <dmcnalley@nmcpa.ca>
Sent on: Thursday, December 5, 2024 6:20:16 PM
To: David Green <dgreen@calibrex.ca>
Subject: Niagara Mortgage
Attachments: DII mortgage - Calibrex NF.pdf (421.21 KB)

2568551 Ontario Inc. O/A Calibrex Development Group

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

2847990 Ontario Inc.

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

2847991 Ontario Inc.

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

2847992 Ontario Inc.

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

2847993 Ontario Inc.

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

2847994 Ontario Inc.

1135 Stellar Drive
Newmarket, Ontario
L3Y 7B8

Attention: David Green

Re: Mortgage registered as Instrument #: SN681494 on July 5, 2021 for \$3,440,518.00

Mortgage registered as Instrument #: SN681495 on July 5, 2021 for \$784,868.00

Mortgage registered as Instrument #: SN681496 on July 5, 2021 for \$1,026,780.00

Mortgage registered as Instrument #: SN681497 on July 5, 2021 for \$6,000,000.00

Mortgage registered as Instrument #: SN681498 on July 5, 2021 for \$2,214,833.00

On behalf of Don Ierullo Investments please be advised that you are in default as per attached mortgage schedule in reference to the above mortgages.

We refer to the mortgages and Loan Agreement dated May 31, 2021.

In accordance with the terms of the agreements we hereby make demand on you for payment to Don Ierullo Investments of \$11,174,005. The per diem interest is \$2449.10

Thanks, Dan

Dan McNalley, CPA, CMA
Norton McMullen & Co LLP
One Valleywood Drive, Suite 200
Markham, ON L3R 5L9
Phone: 905-479-7001 Ext. 306
Fax: 905-479-0045
E-Mail: dmcnalley@nmcps.ca

Debt Continuity Schedule

As At: November 30, 2024

Niagara Falls Property Advances

Interest Rate	Loan Date	Repayment Date	Loan Principal	Interest Days	Accrued Interest	Total Owed
8%	31-May-21		2,000,000	1279	560,658	2,560,658
8%	30-Jun-21		8,295,710	1249	2,270,979	10,566,689
8%	27-Jul-21		504,290	1222	135,067	639,357
					2,966,703	
Interest only Repayments						
		30-Sep-21			(227,942)	
		31-Dec-21		92	(217,775)	
		31-Mar-22		90	(213,041)	
		30-Jun-22		91	(215,408)	
		30-Sep-22		92	(217,776)	
		30-Dec-22		91	(217,775)	
		31-Mar-23		90	(213,041)	
		30-Jun-23		91	(215,408)	
		30-Sep-23		92	(217,776)	
		31-Dec-23		92	(215,000)	
		08-Jan-24		92	(2,775)	
		01-Apr-24		90	(215,408)	
		02-Jul-24		91	(215,408)	
		30-Sep-24		92	-	
			10,800,000		(2,604,534)	
Interest owed					362,170	

Note 1 Niagara Falls land loans. Interest is paid out quarterly.

This is Exhibit “54” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN	64269 - 0361 LT
Description	PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS AS IN RO160914; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO160914; CITY OF NIAGARA FALLS
Address	4249 /4267 RIVER ROAD NIAGARA FALLS
PIN	64269 - 0533 LT
Description	PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS; PT LT 8 PL 996 NIAGARA FALLS; PT LT 9 PL 996 NIAGARA FALLS AS IN BB30516 & RO479407; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN BB30516 & RO479407; PT LT 8 PL 996 NIAGARA FALLS AS IN RO599693; CITY OF NIAGARA FALLS
Address	4249 /4267 RIVER ROAD NIAGARA FALLS
PIN	64328 - 0151 LT
Description	PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964; CITY OF NIAGARA FALLS
Address	4299 QUEEN ST NIAGARA FALLS
PIN	64445 - 0015 LT
Description	PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS
Address	4122 BRIDGE STREET NIAGARA FALLS
PIN	64445 - 0018 LT
Description	PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645 ; NIAGARA FALLS
Address	4100 BRIDGE STREET NIAGARA FALLS
PIN	64328 - 0176 LT
Description	LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041; CITY OF NIAGARA FALLS
Address	4551 ZIMMERMAN AVENUE NIAGARA FALLS
PIN	64445 - 0214 LT
Description	LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS
Address	4544 AND 4552 ZIMMERMAN AVENUE NIAGARA FALLS

Source Instruments

Registration No.	Date	Type of Instrument
SN681494	2021 07 05	Charge/Mortgage
SN681495	2021 07 05	Charge/Mortgage
SN681496	2021 07 05	Charge/Mortgage
SN681497	2021 07 05	Charge/Mortgage
SN681498	2021 07 05	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name

DON IERULLO INVESTMENTS INC.

Address for Service

1 Valleywood Drive

Suite 200

Markham, Ontario

L3R 5L9

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.

Transferee(s)		Capacity	Share
Name	1001116006 ONTARIO INC.		
Address for Service	1 Valleywood Drive Suite 200 Markham, Ontario L3R 5L9		

Statements

The chargee transfers the selected charge for \$11,488,773.00.

This document relates to registration number(s)SN681494, SN681495, SN681496, SN681497 and SN681498.

Signed By

Tomas Pranas Rudinskas	9275 Markham Road, Suite 208 Markham L6E 1A3	acting for Transferor(s)	Signed	2025 04 08
------------------------	--	-----------------------------	--------	------------

Tel 905-294-7555

Email tomas@bongard-rudinskas.com

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

Antonis Tony Kiru	21 Queen Street East, Suite 404 Brampton L6W 3P1	acting for Transferee(s)	Signed	2025 04 09
-------------------	--	-----------------------------	--------	------------

Tel 905-453-3629

Email kirutony@gmail.com

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

Submitted By

Tony Kiru, Barrister and Solicitor	21 Queen Street East, Suite 404 Brampton L6W 3P1	2025 04 09
------------------------------------	--	------------

Tel 905-453-3629

Email kirutony@gmail.com

Fees/Taxes/Payment

Statutory Registration Fee	\$70.90
Total Paid	\$70.90

File Number

Transferor Client File Number : 25-160

Transferee Client File Number : 5425

This is Exhibit “55” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Polley Faith LLP
 TD North Tower
 77 King Street West
 Suite 2110
 Toronto ON M5K 2A1
 Tel: 416.365.1600
 Fax: 416.365.1601
 polleyfaith.com

Brookelyn Kirkham
 Direct Tel: 416.306.6451
 bkirkham@polleyfaith.com

Assistant: Stefanie Bruno
 sbruno@polleyfaith.com

April 10, 2025

2568551 Ontario Inc
 (o/a Calibrex Development Group)
 2847990 Ontario Inc
 2847991 Ontario Inc
 2847992 Ontario Inc
 2847993 Ontario Inc
 2847994 Ontario Inc
 1135 Stellar Drive
 Newmarket, Ontario
 L3Y 7B8

VIA COURIER
VIA EMAIL (bruno@calibrex.ca)

Attention: Steve Bruno

Dear Mr. Bruno,

Re: Loan to 2568551 Ontario Inc. (o/a Calibrex Development Group) secured by mortgages against properties municipally known as 4249/4267 River Road, 4299 Queen Street, 4551 & 4544/4552 Zimmerman Avenue, and 4100 & 4122 Bridge Street in Niagara Falls, Ontario

We are counsel for 1001116006 Ontario Inc. ("**1001 Ontario**").

We refer to the loan agreement dated May 31, 2021 (the "**Loan Agreement**") between Don Ierullo Investments Inc. ("**DII**") and 2568551 Ontario Inc. (o/a Calibrex Development Group) (the "**Borrower**"), under which DII made a loan to the Borrower in the amount of \$10,800,000 (the "**Loan**") for the benefit of the Borrower and its affiliates, 2847990 Ontario Inc., 2847991 Ontario Inc., 2847992 Ontario Inc., 2847993 Ontario Inc., and 2847994 Ontario Inc. (collectively, the "**Borrower Affiliates**").

As you were recently notified, DII assigned to 1001 Ontario all its legal and beneficial rights, title and interest in and to the Loan Agreement, including to all security granted by the Borrower and the Borrower Affiliates pursuant to the Loan Agreement.

The Loan is secured by the following first-ranking charges/mortgages:

- (a) charge/mortgage for the principal amount of \$3,440,518 granted by 2847990 Ontario Inc. on or about July 5, 2021 over the properties municipally known as 4249/4267 River Road, Niagara Falls (PIN 64269-0361 and PIN 64269-0533);
- (b) charge/mortgage for the principal amount of \$784,868 granted by 2847991 Ontario Inc. on or about July 5, 2021 over the property municipally known as 4299 Queen Street, Niagara Falls (PIN 64328-0151);

- (c) charge/mortgage for the principal amount of \$1,026,780 granted by 2847992 Ontario Inc. on or about July 5, 2021 over the properties municipally known as 4100 Bridge Street, Niagara Falls (PIN 64445-0018) and 4122 Bridge Street, Niagara Falls (64445-0015);
- (d) charge/mortgage for the principal amount of \$6,000,000 granted by 2847993 Ontario Inc. on or about July 5, 2021 over the property municipally known as 4551 Zimmerman Avenue, Niagara Falls (PIN 64328-0176); and
- (e) charge/mortgage for the principal amount of \$2,214,833 granted by 2847994 Ontario Inc. on or about July 5, 2021 over the property municipally known as 4544 4552 Zimmerman Avenue, Niagara Falls (PIN 64445-0214).

As of April 9, 2025, the total amount owing for principal, interest, and charges under the Loan Agreement is \$11,488,773 (the “**Indebtedness**”).

The Borrower has defaulted on the Loan Agreement. The default includes, but is not limited to, the Borrower’s failure to make any required interest payments due on the Loan starting September 30, 2024.

On December 5, 2024, Dan McNalley on behalf of DII provided written notice of the default to the Borrower. The Borrower has failed to cure the default since receiving the written notice and, under section 11 of the Loan Agreement, 1001 Ontario is therefore entitled to accelerate the Loan together with accrued interest thereon such that it is immediately due and payable. Section 11 also entitles 1001 Ontario to enforce and realize upon any security under the Loan Agreement.

1001 Ontario hereby demands payment in full by April 20, 2025 of \$11,488,773 plus interest from April 10, 2025 at a *per diem* rate of \$2,518.09. The Borrower will also be required to pay 1001 Ontario’s legal fees and other expenses in connection with the Indebtedness. This demand is made without prejudice to 1001 Ontario’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, or its right to provide further and other notices of default.

If you fail to comply with this demand, we will take whatever steps we deem necessary to protect 1001 Ontario’s interests. We enclose a notice of intention to enforce security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

1001 Ontario expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreement and any related documents.

Sincerely,

POLLEY FAITH LLP



Brookelyn Kirkham
BK/sb

Encl.

FORM 86**Notice of Intention to Enforce a Security**

(Rule 124)

(Pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 2568551 Ontario Inc. (o/a Calibrex Development Group) and its affiliates 2847990 Ontario Inc., 2847991 Ontario Inc., 2847992 Ontario Inc., 2847993 Ontario Inc., and 2847994 Ontario Inc., each an insolvent person

Take notice that:

1. 1001116006 Ontario Inc. ("**1001 Ontario**"), a secured creditor, intends to enforce its security against all of the property, assets, and undertakings charged by the security described in paragraph 2 of this Notice.
2. The security that is to be enforced is in the form of the security listed in Schedule "A" attached here to.
3. The total amount of indebtedness secured by the security as at April 9, 2025 is \$11,488,773 plus all legal fees and disbursements. All applicable interest continues to accrue, and 1001 Ontario is entitled to payment of all fees and expenses incurred, including, without limitation, all legal fees and disbursements to the date of payment in full.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 10th day of April, 2025.

1001116006 Ontario Inc.

By its counsel

POLLEY FAITH LLP

Per:


 Brookelyn Kirkham

SCHEDULE “A”
SECURITY DOCUMENTS

1. First-ranking charge/mortgage in the principal amount of \$3,440,518 granted by 2847990 Ontario Inc. over the properties municipally known as 4249/4267 River Road, Niagara Falls (PIN 64269-0361 and PIN 64269-0533) and registered in favour of 1001 Ontario as instrument no. SN834400;
2. First-ranking charge/mortgage in the principal amount of \$784,868 granted by 2847991 Ontario Inc. over the property municipally known as 4299 Queen Street, Niagara Falls (PIN 64328-0151) and registered in favour of 1001 Ontario as instrument no. SN834400;
3. First-ranking charge/mortgage in the principal amount of \$1,026,780 granted by 2847992 Ontario Inc. over the properties municipally known as 4100 and 4122 Bridge Street, Niagara Falls (PINs 64445-0018 and 64445-0015) and registered in favour of 1001 Ontario as instrument no. SN834400;
4. First-ranking charge/mortgage in the principal amount of \$6,000,000 granted by 2847993 Ontario Inc. over the property municipally known as 4551 Zimmerman Avenue, Niagara Falls (PIN 64328-0176) and registered in favour of 1001 Ontario as instrument no. SN834400; and
5. First-ranking charge/mortgage in the principal amount of \$2,214,833 granted by 2847994 Ontario Inc. over the property municipally known as 4544 and 4552 Zimmerman Avenue, Niagara Falls (PIN 64445-0214) and registered in favour of 1001 Ontario as instrument no. SN834400.

This is Exhibit “56” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

HarbourEdge

MORTGAGE INVESTMENT TRUST

HarbourEdge Centre
40 Huron Street, Suite 200
Collingwood, ON
L9Y 4R3

T 705.443.8156
F 705.443.8158

November 22, 2021

The Milborne Group
385 Madison Avenue
Toronto, Ontario
M4V 2W7

ATTN: Hunter Milborne

Re: 1st mortgage loan to refinance 4610, 4618, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario and fund closing costs.

We are pleased to advise that HarbourEdge Mortgage Investment Corporation (hereinafter referred to as the "lender") has approved the following "REVISED mortgage loan" or "credit facility" (hereinafter referred to as the "loan") subject to the terms and conditions as set out below (collectively the "commitment letter").

Please note this financing commitment corrects the name of the borrower and replaces all previous offers to finance provided by HarbourEdge.

BORROWERS: 2741854 Ontario Limited & 2678514 Ontario Inc. & 2678517 Ontario Inc.

GUARANTOR: Hunter Milborne
Andrzej Kepinski

LENDER: HarbourEdge Mortgage Investment Trustee Inc.

AMOUNT: \$6,600,000.00

TYPE: 1st Mortgage (open).

TERM: 12 months from the date of initial advance.
Option to renew for a further 12-month term is available in the sole discretion of the lender with a 1.75% renewal fee payable on the amount outstanding.

INTEREST RATES: 9.50% per annum.

Interest accrues from the date of disbursement of funds to the solicitor of the lender.

FEES:

Commitment fee: A non-refundable commitment fee of (\$132,000.00) payable to HarbourEdge Capital Corporation, due as follows:

i) \$20,000.00 due upon execution of this commitment letter.

- ii) \$112,000.00 due upon draw down of funds under this loan commitment.

Renewal Fee: A nonrefundable renewal of 1.75% calculated the amount outstanding, payable to HarbourEdge Capital Corporation.

Credit administration fee: A monthly credit administration fee of \$25.00, due on the 1st day of each month.

OTHER FEES: A detailed in attached Schedule "A".

All of the lender's reasonable out of pocket expenses, and all other expenses and costs associated with this "loan", whether or not the transaction contemplated herein is completed, shall be due and payable by the borrower and or guarantor(s) and shall create an interest in the said lands. These payments shall be in addition to any fees or payments for which the borrower may be liable as otherwise specified in any other fee schedules in this proposal.

If the subject loan has not been advanced by the last day for advance as set out in the cancellation section of the commitment letter for any reason other than default by the lender, the lender shall retain the entire commitment fee in partial satisfaction of its time and efforts with respect to the commitment letter.

In the event of any disputes or legal actions involving or arising out of this agreement, the broker and borrower agree the action's jurisdiction (where the action shall be filed and the place of trial named), shall be in the County of Simcoe; and if filed elsewhere they consent to any motion to move the place of trial to Simcoe County and shall pay the Lender's full costs of any such motion.

EXPENSES: Whether or not the transaction contemplated herein is completed, the borrower and the guarantor will be required to pay the lenders direct out of pocket expenses on request of same. Expenses shall include but not be limited to legal fees and disbursements of the lender's solicitors, other professionals or agents used by the lender in connection with the borrowers application and/or commitment letter and/or the loan and security documents arising there from and any costs associated with fixing the rate and/or unwinding a rate fix. In the event this commitment letter is accepted, such disbursements and costs may be deducted from any loan advances.

INTEREST

ADJUSTMENT DATE: The first day of the month coincident with or next following the date that the loan is advanced.
Interest accrues from the date of disbursement of funds to the solicitor of the lender.



REPAYMENT:

A 12 month interest reserve of \$505,000.00 will be drawn down on the initial advance to fund monthly payments of interest only, due and payable on the first day of the month coincident with or next following the date that the loan is advanced and on the first day of every month thereafter until the principal amount of all loan advances and any accrued interest have been repaid in full.

Upon exhaustion of the interest reserve(s) proposed herein, the borrower undertakes to make monthly payments of interest only, due and payable on the first day of the month until the principal amount of all loan advances and any accrued interest have been repaid in full.

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 from interest from time to time, and both before and after default and judgment, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided from time to 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 on the land.

The borrower agrees that all payments under the promissory note and the charge shall be made before 1:00 p.m., including any additional payment of principal and also including full payout of the promissory note or the charge, failing which interest shall be charged at the rate set out in the promissory note or the charge until the next regular banking day.

PROPERTY TAX:

Quarterly payment certificates for all properties contemplated herein as security to be provided to the lender by the borrower confirming all property taxes are current. Any arrears will result in immediate action by the lender to remit to the municipality payment of the tax installments as due and any costs associated will be borne by the borrower.

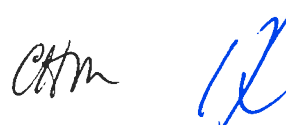
PREPAYMENT:

Permitted without penalty, subject to applicable fees noted in Schedule A attached.

LOAN ADVANCES:

An initial mortgage loan advance of \$4,600,000.00 to be directed as follows:

Refinance existing 1 st & 2 nd mortgages on the Niagara Falls properties secured herein	\$2,575,000.00
Interest reserve	\$505,000.00
Equity takeout	\$1,393,000.00
Balance of Lender Fee	\$112,000.00
<u>Lenders legal costs (estimate only)</u>	<u>\$15,000.00</u>
Total	\$4,600,000.00



Subsequent mortgage advance of \$2,000,000.00 to be made on January 14, 2022.

CONDITIONS PRECEDENT

- 1) Borrower to provide the lender with a non-draft version of the May 18, 2021 appraisal report addressed to the lender, prepared by Colliers International **4610, 4618, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario properties.**
- 2) All property taxes to be paid in full prior to initial advance on the subject lands contemplated herein as security.
- 3) Borrowers to provide the lender with copies of the respective articles of Incorporation.
- 4) 2678514 Ontario Inc. to provide the lender with documentation satisfactory to the lender's solicitor confirming the appropriate resignations of Cheryl Orr as an officer and director and confirmation that all voting and common shares are now owned solely by Andrzej Kepinski.
- 5) Receipt of a favorable opinion by the lender's solicitor regarding the validity and enforceability of the loan security documentation and title to assets as stipulated herein.
- 6) Any and all additional documentation as may reasonably be requested by the lender.

CONDITIONS ONGOING:

- 1) The borrower and guarantor(s) undertake not to further mortgage or encumber the assets proposed herein as security under this commitment, without prior written approval from the lender, consent by the lender not to be unreasonably withheld.
- 2) Any and all additional documentation as may reasonably be requested by the lender.

SECURITY:

The security as outlined below is to be in the lender's standard form, to be satisfactory in form and substance and to be registered as required by the lender and the solicitors of the lender:

- 1) Mortgage collateral to a promissory note in the amount of \$6,600,000.00 in 1st position on the **4610, 4618, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario properties** (legally described as: PIN #: 64328-0182, 64328-0182, 64328-0186, 54328-0188, 64328-0190, 64328-0257 64328-0191 & 64328-0193), supported with a resolution and solicitor's letter of opinion.
- 2) Title Insurance
- 3) Unlimited guarantee of advances from **Hunter Milborne.**
- 4) Unlimited Guarantee of advances from **Andrzej Kepinski**, ~~without~~.



- 5) Written undertaking from the borrower and guarantor(s) agreeing not to further mortgage or encumber the assets proposed as security under this commitment, without prior written approval from the lender.
- 6) Lender to be named as an additional insured on the borrower liability insurance policies of no less than \$5,000,000.00 each in form and content satisfactory to the lender evident.
- 7) Such other security as the lender may reasonably request.

ASSIGNMENT:

The borrower hereby acknowledges that this commitment when accepted and any security in furtherance thereof may be assigned by the lender from time to time at its cost.

SOLICITOR:

The solicitor acting for the lender and who are independent of the borrower will be:

Firm: Baulke, Stahr, McNabb
 Contact: Ryan Baulke
 Address: 150 Hurontario St,
 Collingwood, Ontario
 L9Y 3Z4

All legal costs associated with this transaction will be borne by the borrower.

ADVANCE DATE:

On or before November 30, 2021

(Interest shall accrue to the borrower from the scheduled advance date)

CANCELLATION:

In addition to any other reasons for cancellation as set out in this commitment letter, if for any reason whatsoever the loan advance has not been made no later than **November 30, 2021** ("the cancellation date), the lender may cancel its obligations under this commitment letter and any costs associated thereto will be borne by the borrower.

ACCEPTANCE**& EXPIRY OF OFFER:**

This commitment letter must be accepted by the borrower and guarantor(s) in the space provided below and returning same to the lender, by no later than 5:00 pm on **November 19, 2021**.

If this commitment letter is not accepted as aforesaid this financing commitment will be null and void.



The parties hereto agree that the signatures and or initials on this commitment letter or its acceptance, rejection or modification can be transmitted by fax transmission and that communication by such means will be legal and binding on all parties hereto.

Yours Truly,



Tim Dwyer
President

You agree that you have read the Commitment Letter and you understand it.

Accepted this the 30th day of November, 2021.

2741854 Ontario Limited & 2678514 Ontario Inc. & 2678517 Ontario Inc. (Borrowers)



I have the authority to bind the corporation.

Hunter Milborne (Guarantor)



Andrzej Kepinski (Guarantor)



SCHEDULE "A"
ADMINISTRATION/SERVICING and PROGRESS FEE'S

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any missed or late installment and for processing each NSF cheque or other returned payments the Chargor shall pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any insurance cancellations, premium payments or other non-compliance with the insurance requirements, the Chargor shall pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each property tax statement the lender requests of the municipality for failure by the borrower to adhere to the tax reporting conditions as set out herein they will pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they shall pay to the Chargee the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each default proceeding or action instituted.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each mortgage statement prepared, the Chargor shall pay the Chargee the sum of One Hundred Dollars (\$100.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for attending to take possession following default, the Chargor shall pay to the Chargee the sum of One Thousand Five Hundred Dollars (\$1,500.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for administering maintenance and security of each property in our possession, the Chargor shall pay to the Chargee the sum of One Thousand Dollars (\$1,000.00) per day.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each site inspection required by the Chargee following default, the Chargor shall pay to the Chargee the sum of Seven Hundred Fifty Dollars (\$750.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that upon discharge, mortgage assumption, mortgage postponement, mortgage assignment of each property, the Chargor shall pay to the Chargee the sum of Three Hundred Fifty Dollars (\$350.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they will pay to the Chargee a monthly credit administration fee of Twenty-Five Dollars (\$25.00) on the 1st day of each month.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that a daily per diem charge of Three Hundred & Seventy Five Dollars per day (\$375.00) for every day the mortgage remains unpaid beyond the expiry date as set out in this commitment letter, will be paid by the Chargor to the Chargee.

This is Exhibit “57” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

HarbourEdge Mortgage Investment Trustee Inc.
 HarbourEdge Centre
 40 Huron Street, Suite 200
 Collingwood, Ontario
 L9Y 4R3

Date November 30, 2021

\$6,600,000.00

On Demand for value received the undersigned jointly and severally promise(s) to pay to **HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE Inc. (the Lender)** or order at the above noted location, in lawful money of Canada, the lesser of –

- i) The principal sum Six Million Six Hundred Thousand (\$6,600,000.00) CANADIAN DOLLARS (together with interest as determinable below)

And

- ii) The unpaid principal balance of all advances (together with interest as determinable below) made by the Lender to the undersigned as recorded by the Lender in its records.

The Lender shall record in its records the amount of all advances made under, payments made in respect of, and all other amounts becoming due to the Lender under this Note (collectively the "Entries"). The Lenders records constitute in the absence of manifest error, conclusive evidence of the indebtedness of the undersigned to the Lender pursuant to this Note. The Entries shall be indicated on the statement of account or accounts (the "Statement of Account"). Unless within thirty (30) days of the date of the Statement of Account (the "Statement Date"), the undersigned claims and establishes that an error has been made in the Entries, the Undersigned shall be precluded after the Statement Date from objecting to the Entries listed on the Statement of Account and after the Statement Date the Entries shall then be admissible in any proceedings as full and conclusive evidence of the principal and accrued interest and shall be binding on the undersigned to the same extent and effect as though all the Entries had been made pursuant to written instructions from the undersigned.

At no time shall the outstanding principal balance of this Grid Note in conjunction here will exceed Six **Million Six Hundred Thousand (\$6,600,000.00) Canadian Dollars.**

The principal amount (including any overdue interest) outstanding hereunder shall bear interest calculated **Monthly** from and including the date hereof until paid, before and after default or judgment, at the Lender's rate of **9.50%**, Per Annum.

2678514 ONTARIO INC.

2678517 ONTARIO INC.

Per:


 Name: Charles Hunter Milborne
 Title: Secretary

I have authority to bind the Corporation

Per:


 Name: Charles Hunter Milborne
 Title: Secretary

I have authority to bind the Corporation

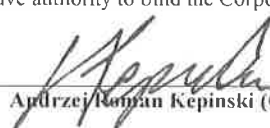
2741854 ONTARIO LIMITED

Per:


 Name: Charles Hunter Milborne
 Title: President

I/We have authority to bind the Corporation


 Charles Hunter Milborne (Guarantor)


 Andrzej Roman Kepinski (Guarantor)

This is Exhibit “58” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LRO # 59 **Charge/Mortgage**

Received as SN702993 on 2021 12 01 at 08:31

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

yyyy mm dd Page 1 of 7

Properties

<i>PIN</i>	64328 - 0182 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS		
<i>Address</i>	4578 ERIE AVENUE NIAGARA FALLS		
<i>PIN</i>	64328 - 0186 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174 ; NIAGARA FALLS		
<i>Address</i>	4610 ERIE AVENUE NIAGARA FALLS		
<i>PIN</i>	64328 - 0190 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY) ; NIAGARA FALLS		
<i>Address</i>	4254 PARK STREET NIAGARA FALLS		
<i>PIN</i>	64328 - 0191 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ; NIAGARA FALLS		
<i>Address</i>	4638 ERIE AVENUE NIAGARA FALLS		
<i>PIN</i>	64328 - 0193 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS		
<i>Address</i>	4638 ERIE AVENUE NIAGARA FALLS		

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 2678514 ONTARIO INC.
Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7

I, Andrzej Kepinski, President, and Hunter Milborne, Secretary,, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE
INC.
Address for Service 40 Huron St., Suite 200
Collingwood, ON L9Y 4R3

Provisions

<i>Principal</i>	\$6,600,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>			
<i>Interest Rate</i>	9.50%		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	First day monthly		
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>	Charles Hunter Milborne and Andrzej Roman Kepinski		

Additional Provisions

See Schedules

LRO # 59 **Charge/Mortgage****Received as SN702993** on 2021 12 01 at 08:31*The applicant(s) hereby applies to the Land Registrar.*

yyyy mm dd Page 2 of 7

Signed By

Ryan Douglas Baulke

150 Hurontario St., PO Box 100
Collingwood
L9Y 3Z4acting for
Chargor(s)

Signed 2021 11 30

Tel 705-445-4930

Fax 705-445-1871

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

Submitted By

BAULKE STAHR MCNABB LLP

150 Hurontario St., PO Box 100
Collingwood
L9Y 3Z4

2021 12 01

Tel 705-445-4930

Fax 705-445-1871

Fees/Taxes/Payment*Statutory Registration Fee*

\$66.30

Total Paid

\$66.30

This is Exhibit “59” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LRO # 59 **Charge/Mortgage**

Received as SN702994 on 2021 12 01 at 08:31

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

yyyy mm dd Page 1 of 7

Properties

PIN 64328 - 0183 LT Interest/Estate Fee Simple
 Description PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W
 RO456900 ; NIAGARA FALLS
 Address 4584 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0257 LT Interest/Estate Fee Simple
 Description PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS
 Address 4624 ERIE AVENUE
 NIAGARA FALLS

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 2678517 ONTARIO INC.
 Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7

I, Andrzej Kepinski, President, and Hunter Milborne, Secretary, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE
 INC.
 Address for Service 40 Huron St., Suite 200
 Collingwood, ON L9Y 4R3

Provisions

Principal \$6,600,000.00 Currency CDN
 Calculation Period Monthly, not in advance
 Balance Due Date
 Interest Rate 9.50%
 Payments
 Interest Adjustment Date
 Payment Date First day monthly
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount Full insurable value
 Guarantor Andrzej Roman Kepinski and Charles Hunter Milborne

Additional Provisions

See Schedules

Signed By

Ryan Douglas Baulke 150 Hurontario St., PO Box 100 acting for Signed 2021 11 30
 Collingwood
 L9Y 3Z4 Chargor(s)

Tel 705-445-4930

Fax 705-445-1871

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

Submitted By

BAULKE STAHR MCNABB LLP 150 Hurontario St., PO Box 100 2021 12 01
 Collingwood
 L9Y 3Z4

Tel 705-445-4930

Fax 705-445-1871

LRO # 59 **Charge/Mortgage****Received as SN702994** on 2021 12 01 at 08:31*The applicant(s) hereby applies to the Land Registrar.*

yyyy mm dd Page 2 of 7

Fees/Taxes/Payment

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

This is Exhibit “60” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LRO # 59 **Charge/Mortgage**

Received as SN702995 on 2021 12 01 at 08:31

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

yyyy mm dd Page 1 of 7

Properties

PIN 64328 - 0188 LT Interest/Estate Fee Simple
 Description PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS
 Address 4618 ERIE AVE
 NIAGARA FALLS

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 2741854 ONTARIO LIMITED
 Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7
 I, Hunter Milborne, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE
 INC.
 Address for Service 40 Huron St., Suite 200
 Collingwood, ON L9Y 4R3

Provisions

Principal \$6,600,000.00 Currency CDN
 Calculation Period Monthly, not in advance
 Balance Due Date
 Interest Rate 9.50%
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount Full insurable value
 Guarantor Charles Hunter Milborne and Andrzej Roman Kepinski

Additional Provisions

See Schedules

Signed By

Ryan Douglas Baulke 150 Hurontario St., PO Box 100 acting for Signed 2021 11 30
 Collingwood
 L9Y 3Z4
 Chargor(s)

Tel 705-445-4930

Fax 705-445-1871

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

Submitted By

BAULKE STAHR MCNABB LLP 150 Hurontario St., PO Box 100 2021 12 01
 Collingwood
 L9Y 3Z4

Tel 705-445-4930

Fax 705-445-1871

Fees/Taxes/Payment

Statutory Registration Fee

\$66.30

LRO # 59 **Charge/Mortgage****Received as SN702995** on 2021 12 01 at 08:31*The applicant(s) hereby applies to the Land Registrar.*

yyyy mm dd Page 2 of 7

Fees/Taxes/Payment*Total Paid*

\$66.30

This is Exhibit “61” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN 64328 - 0182 LT
Description PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS
Address 4578 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0183 LT
Description PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900 ; NIAGARA FALLS
Address 4584 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0186 LT
Description PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174 ; NIAGARA FALLS
Address 4610 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0190 LT
Description PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY) ; NIAGARA FALLS
Address 4254 PARK STREET
 NIAGARA FALLS

PIN 64328 - 0188 LT
Description PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS
Address 4618 ERIE AVE
 NIAGARA FALLS

PIN 64328 - 0257 LT
Description PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS
Address 4624 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0191 LT
Description LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ; NIAGARA FALLS
Address 4638 ERIE AVENUE
 NIAGARA FALLS

PIN 64328 - 0193 LT
Description LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS
Address 4638 ERIE AVENUE
 NIAGARA FALLS

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 2678514 ONTARIO INC.
Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7

I, Andrzej Kepinski, President, and Hunter Milborne, Secretary, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2678517 ONTARIO INC.
Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7

I, Andrzej Kepinski, President, and Hunter Milborne, Secretary, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Name 2741854 ONTARIO LIMITED
Address for Service 385 Madison Avenue, Toronto, Ontario,
 Canada, M4V 2W7

I, Hunter Milborne, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
Name	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	
Address for Service	40 Huron St., Suite 200 Collingwood, ON L9Y 4R3	

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, SN702993 registered on 2021/12/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Ryan Douglas Baulke	150 Hurontario St., PO Box 100 Collingwood L9Y 3Z4	acting for Applicant(s)	Signed	2021 11 30
---------------------	--	----------------------------	--------	------------

Tel 705-445-4930

Fax 705-445-1871

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

Ryan Douglas Baulke	150 Hurontario St., PO Box 100 Collingwood L9Y 3Z4	acting for Party To(s)	Signed	2021 11 30
---------------------	--	---------------------------	--------	------------

Tel 705-445-4930

Fax 705-445-1871

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

Submitted By

BAULKE STAHR MCNABB LLP	150 Hurontario St., PO Box 100 Collingwood L9Y 3Z4	2021 12 01
-------------------------	--	------------

Tel 705-445-4930

Fax 705-445-1871

Fees/Taxes/Payment

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

Total Paid	\$66.30
------------	---------

This is Exhibit “62” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 30th day of November, 2021.

GIVEN BY:

2678514 ONTARIO INC., 2678517 ONTARIO INC. AND 2741854 ONTARIO LIMITED
(collectively, the "Assignor")

IN FAVOUR OF:

HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
(the "Assignee")

WHEREAS the Assignor is the owner of the real property municipally known as 4610, 4618, 4638 & 4624 Erie Avenue, Niagara Falls, Ontario and 4254 Park Street, Niagara Falls, Ontario described in Schedule "A" hereto (the "**Lands**") subject to, inter alia, a mortgage (the "**Charge**") in favour of the Assignee.

AND WHEREAS the Assignor has agreed to assign to the Assignee all leases, rental or occupancy contracts affecting the Lands, including without limitation all rents, occupancy charges and occupancy payments arising therefrom as further security under the Charge between the Assignor, as borrower, and the Assignee, as lender for the Lands (the "**General Leases**") and together with all future leases (the "**Future Leases**") with respect to the Lands (the Specific Leases, General Leases, and Future Leases are collectively called the "**Leases**").

NOW THEREFORE, in consideration of the premises and the sum of \$2.00 now paid by the Assignee to the Assignor and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the Assignor and Assignee agree as follows:

1. **Assignment.** Subject to any prior assignments, the Assignor transfers, assigns and sets over to the Assignee all of the Assignor's right, title and interest, to hold and receive the same unto the Assignee, in the following (the "**Assignment**"):

 (a) the Leases;
 (b) all rents, occupancy charges and occupancy payments and other monies (the "**Rents**") payable under the Leases or any extension or renewals of them; and
 (c) the benefit of all covenants, stipulations and provisions contained in the Leases.
2. **Collection.** Nothing in this Assignment shall be deemed to have the effect of making the Assignee responsible for the collection of all or any part of the Rents or for the performance of any lessor's or lessee's covenants, terms and conditions in the Leases and the Assignee shall not by virtue of this Assignment be deemed a mortgagee in possession of the Lands or any of them and this Assignment shall not of itself create the relationship of landlord and tenant between the Assignee and any lessee.
3. **Accounting.** The Assignee shall be liable to account for only such monies as shall actually come into its hands by virtue of this Assignment and such monies when received by the Assignee shall be applied on account of the monies from time to time due under the Charge and any renewal or amendment or agreement collateral to the Charge.

4. **Non-Waiver.**

- 4.1. None of the rights or remedies of the Assignee as mortgagee under the charge shall be delayed on in any way prejudiced by this Assignment or by any act of the Assignee under it.
- 4.2. The Leases, Rents and other benefits assigned by this Assignment shall continue as security under the whole of the monies payable under the Charge shall be fully paid and satisfied, notwithstanding any variation of the terms of the Assignment, the Charge or any agreement or arrangement with the Assignor or any extension of time for payment or any release of part or parts of the Lands, or of any collateral or additional security which may be given to the Assignee.
- 4.3. The Assignee may waive any default or breach of covenant contained in this Assignment and shall not be bound to serve any notice on the lessees on the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.

5. **Further Assurances.** The Assignor and Assignee will from time to time, at the request of the other, execute and deliver without expense any documentation required to give full and further effect to this Assignment, and will provide any other parties interested in the Lands or the Charge a notice of this Assignment and will use reasonable efforts to obtain from them acknowledgements of such notice, both in the form and content acceptable to the Assignee, acting reasonably.

6. **Collection by Assignor.**

- 6.1. Until the Assignee delivers notice to the Assignor of its election to enforce its rights under the charge and this Assignment (the "Notice"), the Assignor shall be entitled to receive the Rents and shall not be liable to account to the Assignee for any monies received. After the giving of Notice the Assignee shall be entitled to collect all rents falling due subsequent to the date of service of the Notice.
- 6.2. After delivery of the Notice, the Assignee shall be entitled to enter into possession of the Lands and collect the Rents and all other revenues under the Leases, distrains in the name of the Assignees and appoints Its agent to manage the Lands and to pay such agents reasonable charges for their services and charge them to the account of the Assignor, and any agents so appointed by the Assignee shall have the authority and power to:
 - 6.2.1. make any Lease or Leases of all or any part of the Lands at such rent and on such terms as the Assignee in Its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of the existing Leases, to renew existing Leases, or to make concessions to Tenants as the Assignee in Its discretion may consider proper;
 - 6.2.2. manage generally the Lands to the same extent as the Assignor could do;
 - 6.2.3. collect the Rents and revenues and give good and sufficient receipts and discharges for them, and in their discretion, distrain in the name of the Assignor for such Rents and revenues;



- 6.2.4. pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating and any and all payments due on the Charge to the Assignee;
- 6.2.5. accumulate the Rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Charge, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Lands.
- 6.3. Any discretionary powers vested in the Assignee or Its agents under this Assignment may be exercised by any officer, investment manager or manager of the Assignee or Its appointed agents, as the case may be.
7. **Performance by Assignor as Lessor.** The Assignor covenants with the Assignee that, notwithstanding any act of the Assignor, the Leases are, in all material respects, good, valid and subsisting and that their covenants and obligations have been duly observed and performed by the Assignor up to the date of this Assignment in all material respects and the Assignor now has good right, full power and absolute authority to make the Assignment. The terms for all leases shall be subject to the Assignee's approval. The Assignee shall also have the right to approve all tenants on the understanding that such approval will be based solely upon economic considerations and will not be unreasonably withheld.
8. **Prepaid Rents.** The Assignor shall, not without the prior written approval of the Assignee, collect any prepaid rent or other monies under any of the Leases, save and except for the rent for the last month of the term of any of the Leases.
9. **Re-Assignment.** On repayment of the charge in full, the Rents and Leases shall be automatically re-assigned to the Assignor and the Assignor shall be entitled at Assignor's expense to a release and/or re-assignment of the Assignment in registerable form, and discharge of any Financing Statements relating to this Assignment.
10. **Service of Notices.** All Notices, payments, consents or other documents required or which may be given under this Assignment (the "**Document**") shall be in writing duly signed by the party giving the Document or his solicitors or authorized agent in that respect, and delivered or transmitted by registered or certified mail addressed as follows:
- To the Assignor at: 385 Madison Avenue, Toronto, ON M4V 2W7
- To the Assignee at: 40 Huron Street, Suite 200, Collingwood, ON L9Y 4R3
- or sent by telecopier to a receiver at the address set out above with evidence of transmission. Any Document so given shall, unless delivered, be deemed to have been received on the second business day following the date of mailing, if sent by registered or certified mail and on the first business day following the date of transmittal by telecopier. If the postal system is disrupted by labour strife, such Document shall be delivered or sent by telecopier. Any party may from time to time by notice given as provided above change its address for service of documents.
11. **Interpretation.** The headings used throughout this Assignment are solely for convenience of the parties and are not to be used as an aid in the interpretation of this Assignment. Whenever the singular or

masculine or neuter is used in this Assignment, it shall be construed to mean the plural or feminine or body corporate, where the context of this Assignment may so require. The parties acknowledge and agree that the recitals to this Assignment are true and correct. This Assignment shall be deemed to have become effective on the date set out above and it is understood and agreed that the terms and conditions in this Assignment shall be deemed to have become effective on the date set out above and it is understood and agreed that the terms and conditions in this Assignment shall be deemed to have governed the rights and obligations of the parties since that date.

12. **Successors and Assigns.** This Assignment shall enure to the benefit of and be binding on the parties and their respective, legal and personal representatives, successors and permitted assigns.
13. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Assignor hereby accepts and irrevocably submits to the jurisdiction of the courts of the Province of Ontario and acknowledges their competence and agrees to be bound by any judgment thereof except that nothing herein shall limit the Lender's right to bring proceedings against the Assignor elsewhere.
14. **Electronic Execution.** A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

2678514 ONTARIO INC.

Per:


Name: Charles Hunter Milborne
Title: Secretary

I have authority to bind the Corporation

2678517 ONTARIO INC.

Per:


Name: Charles Hunter Milborne
Title: Secretary

I have authority to bind the Corporation

2741854 ONTARIO LIMITED

Per:


Name: Charles Hunter Milborne
Title: President

I/We have authority to bind the Corporation

SCHEDULE "A"

PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845;
NIAGARA FALLS

PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900;
NIAGARA FALLS

PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF
NIAGARA FALLS AS IN BB83174; S/T BB83174 NIAGARA FALLS

PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS

PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561
(SECONDLY) ; NIAGARA FALLS

LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF
NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ;
NIAGARA FALLS

LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS

PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS



This is Exhibit “63” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 2021.

BETWEEN:

2678514 ONTARIO INC., a corporation established and organized under the Business Corporations Act (Ontario)
(the “**Debtor**”)

AND

HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
(the “**Lender**”)

THIS AGREEMENT WITNESSES that, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly defined, the following terms shall have the following corresponding meanings:

“**Accounts**” means all debts, amounts, claims and moneys which now are, or which may at any time hereafter be, due or owing to or owed by the Debtor, whether or not earned by performance excluding, to the extent that an assignment in favour of the Lender is restricted by law, any such debts, amounts, claims and moneys due from the Government of Canada or any department or agency thereof or any Crown corporation; all securities, mortgages, bills, notes and other documents now held or owned, or which may be hereafter taken, held or owned, by or on behalf of the Debtor, in respect of the said debts, amounts, claims and moneys or any part thereof; and all books, documents and papers recording, evidencing or relating to the said debts, amounts, claims and moneys or any part thereof;

“**Banking Day**” means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario;

“**Chattel Paper**” means all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods;

“**Collateral**” means all undertaking, property and assets of the Debtor, now owned or hereafter acquired and any proceeds from the sale or other disposition thereof, all of which is further described, without limitation, all Accounts, Inventory, Equipment, Intangibles, Documents of Title, Money, Chattel Paper, Instruments, Securities, Documents, Proceeds, and Leaseholds;

“Credit Agreement” means the agreement made as of November 22, 2021 between the Debtor, and the Lender, as the same may be amended, modified, supplemented or replaced from time to time, and pursuant to which the Lender established certain credit facilities in favour of the Debtor;

“Credit Documents” means those agreements, pledges, commitments and other security as contemplated by the Credit Agreement or as otherwise delivered to the Lender by the Borrower as a requirement of the completion of the transactions contemplated in the Credit Agreement.

“Documents” means all documents, including, without limitation, all books, invoices, letters, papers and other records, in any form evidencing or relating to the Collateral, all of which are herein called the **“Documents”**;

“Documents of Title” means any writing now or hereafter owned by the Debtor that purports to be issued by or addressed to a bailee and purports to cover such goods and chattels in the bailee’s possession as are identified or fungible portions of an identified mass, whether such goods and chattels are Inventory or Equipment, and which writing is treated in the ordinary course of business as establishing that the person in possession of such writing is entitled to receive, hold and dispose of the said writing and the goods and chattels it covers, and further, whether such writing is negotiable in form or otherwise, including bills of lading and warehouse receipts;

“Equipment” means all equipment now owned or hereafter acquired by the Debtor, including, without limitation, all machinery, fixtures, plant, tools, furniture, chattels, vehicles of any kind or description including, without limitation, motor vehicles, parts, accessories installed in or affixed or attached to any of the foregoing, all drawings, specifications, plans and manuals relating thereto, and any other tangible personal property which is not Inventory and all items described in Schedule “A” hereto;

“Event of Default” shall have the meaning ascribed thereto in 5.1 hereof and in the Credit Agreement;

“Instruments” means all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)) of the Debtor, and all other writings of the Debtor that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment, and all letters of credit and advices of credit of the Debtor provided that such letters of credit and advices of credit state that they must be surrendered upon claiming payment thereunder;

“Inventory” means all goods or chattels now or hereinafter forming the inventory of the Debtor including, without limitation, the goods, merchandise, raw materials, work in process, finished goods, goods held for sale or resale or lease or that have been leased or that are to be, or have been, furnished under a contract of service, and goods used in or procured for packing or packaging;

“Intangibles” means all intangible property now owned or hereafter acquired by the Debtor and which is not Accounts including, without limitation, all contractual rights and insurance claims, permits, licences, quotas, subsidies, franchises, orders, judgments, goodwill, patents, trademarks, trade names, copyrights, trade secrets and know-how, inventions and other intellectual property of the Debtor and all other choses in action of the Debtor of every kind, whether due or owing at the present time or hereafter to become due or owing;

“Leaseholds” subject to 2.3, all leases, now owned or hereafter acquired by the Debtor as tenant (whether oral or written) or any agreement therefor;



“Money” means all money now or hereafter owned by the Debtor, whether such money is authorized or adopted by the Parliament of Canada as part of its currency or by any foreign government as part of its currency;

“Obligations” means the aggregate of all indebtedness, obligations and liabilities of the Debtor to the Lender, whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions and renewals, and including, without limitation: advances to the Debtor; letters of credit and letters of guarantee issued by the Lender on behalf of the Debtor, whether or not drawn upon; Lender’s acceptances of the Debtor which have been accepted by the Lender; tender cheques certified by the Lender on behalf of the Debtor, whether or not negotiated; obligations or liabilities of the Debtor to third parties financed or guaranteed by the Lender; all interest payable by the Debtor to the Lender; obligations or liabilities of the Debtor under any present or future guarantee by the Debtor of the payment or performance or both of the debts, obligations or liabilities of a third party to the Lender; and debts, obligations or liabilities of the Debtor under any agreement with the Lender including, without limitation, this agreement, the Credit Agreement and any promissory note, debt obligation or any other agreement whatsoever, whether it or they be in writing;

“PPSA” means the *Personal Property Security Act* (Ontario), as amended from time to time, and any regulations thereto;

“Prime Rate” means the rate of interest per annum charged by the Lender’s bank to its customers in Toronto, Ontario for loans of Canadian dollars, as the same is adjusted from time to time.

“Proceeds” means all property in any form derived directly or indirectly from any dealing with the Collateral including, without limitation, property that indemnifies or compensates for the expropriation, destruction, or damage of the Collateral or the proceeds therefrom and all proceeds of proceeds;

“Securities” means all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; including, without limitation, an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporation Act* (Ontario) and all substitutions therefor and dividends and income derived therefrom.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement and every part hereof in the performance of the parties’ respective obligations. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end, unless otherwise expressly provided.

- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated under it), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.
- (i) **Consent** - Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its, his or her approval or consent.

1.3 Applicable Law and Attornment

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Prohibited Provisions

In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

1.5 Time of the Essence

Time shall in all respects be of the essence of this agreement.

1.6 Schedules

Each and every one of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Security Interest

As general and continuing security for the payment and performance of all Obligations, the Debtor hereby:

- (a) grants to the Lender a security interest in the Collateral excluding the Accounts; and
- (b) assigns, transfers and sets over the Lender all Accounts.

Whenever used elsewhere in this agreement, the expression "security interest" refers to the security interest created in (a) above and/or the assignment created in (b) above, as the context may require or permit.

2.2 Attachment of Security

The Debtor acknowledges and agrees that: (a) value has been given by the Lender, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Debtor executes and delivers this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

2.3 Exception re: Leaseholds and Contractual Rights

The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the security interest created by this agreement, but the Debtor agrees to stand possessed of such last day in trust for such person as the Lender may direct and the Debtor shall assign and dispose thereof in accordance with such direction. To the extent that the security interest created by this agreement in any contractual rights (other than Accounts) would constitute a breach or cause the acceleration of such contract, to which the Debtor is a party, said security interest shall not be granted hereunder but the Debtor shall hold its interest therein in trust for the Lender, and shall grant a security interest in such contractual rights to the Lender forthwith upon obtaining the appropriate consents to the attachment of said security interest.

2.4 Enforcement of Contractual Rights

On or after the occurrence of any Event of Default which is continuing, in order that the full value of the beneficial interest in the Contractual Rights not assigned to the Lender pursuant to this Agreement but held in trust for the Lender pursuant to Section 4.3, may be realized for the benefit of the Lender, the Debtor shall, at the request and expense and under the direction of the Lender, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Contractual Rights may be performed in such manner that the beneficial interest in such Contractual Rights shall be preserved and shall enure to the benefit of the Lender or as the Lender may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor will promptly pay over to the Lender or as the Lender may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Contractual Right.



ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

3.1 Representations and Warranties

The Debtor represents and warrants that:

- (a) Debtor's Legal Name: The Debtor's correct legal name, including any French and English forms of name, and its jurisdiction of incorporation, continuance or amalgamation is "2678514 Ontario Inc."
- (b) Ownership: The Debtor is the sole legal and beneficial owner of the Collateral and has good and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement and any other security agreement made by the Debtor in favour of the Lender or any Permitted Liens and the Debtor has the right and requisite authority to grant the security interest provided herein to the Lender and consummate the transactions contemplated hereunder and the Debtor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (c) No Consumer Goods: The Debtor does not own any Consumer Goods (as defined in the PPSA) which are material in value or which are material to the business, operations or property of the Debtor; and
- (d) Enforceability: The Debtor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the Debtor, enforceable against the Debtor in accordance with its terms, and to create a valid and continuing security interest in favour of the Lender, subject only to any limitation under applicable law relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

3.2 Covenants

The Debtor covenants as follows that, except as otherwise permitted by the Credit Agreement:

- (a) Condition of Collateral: The Debtor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Accessions/Fixtures: The Debtor shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Lender unless the Lender already has a security interest in the real or personal property to which the Collateral becomes affixed or to which it accedes.
- (c) Insurance: The Debtor shall maintain or cause to be maintained, in respect of the Collateral, insurance at all times with responsible insurance carriers in such amounts and covering such risks as are usually carried by companies owning and operating similar assets and properties in the same general area in which the Collateral is located. The Debtor will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request. Furthermore, the Debtor will maintain or cause to be maintained public liability and other liability insurance in such amounts as are in accordance with

commercially reasonable business practice and with finally sound and reputable insurers and at least containing the coverage specified in the Credit Agreement, will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request.

- (d) Delivery and Execution of Documents, etc.: The Debtor shall from time to time forthwith at the request of the Lender execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Lender to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted.
- (e) Change of Name and certain other changes: The Debtor shall advise the Lender, in reasonable detail, of:
 - (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (ii) any merger or amalgamation or intention to merge or amalgamate with any other person or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Debtor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Debtor shall obtain the written prior consent of the Lender to do so;
 - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Debtor or the location of any of the Collateral by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (iv) any material loss or damage to the Collateral by providing prompt notice in writing to the Lender;
 - (v) the acquisition by the Debtor of any personal property which is not of the nature or type described by the definition of Collateral, and the Debtor agrees to execute and deliver at its own expense from time-to-time amendments to this agreement or additional security agreements as may be reasonably required by the Lender, in order that a security interest shall be granted and shall attach to such personal property;
- (f) The Debtor shall deliver to the Lender from time to time as the same are acquired by the Debtor all items of Collateral comprising Chattel Paper, Instruments, Securities and those Document of Title which are negotiable.
- (g) The Debtor shall use its best efforts to obtain a written agreement from each landlord of the Debtor in favour of the Lender and in form and substance satisfactory to the Lender, whereby such landlord:



- (i) agrees to give notice to the Lender of any default by the Debtor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord; and
- (ii) acknowledges the security interest created by this agreement and the right of the Lender to enforce the security interest created by this agreement in priority of any claim of such landlord.
- (h) Payment of Expenses: The Debtor shall pay to the Lender forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Lender in connection with the preparation, execution and perfection of this agreement and the carrying out of any of the provisions of this agreement, including protecting and preserving the security interest, assignment and mortgage and charge granted and enforcing by legal process or otherwise the remedies provided in this agreement; and all such costs and expenses shall be added to and form part of the Obligations secured under this Agreement.

3.3 Performance of Covenants

The Lender may, in its sole discretion and upon notice to the Debtor, perform any covenant of the Debtor under this agreement that the Debtor fails to perform and that the Lender is capable of performing, including any covenant the performance of which requires the payment of money, provided that the Lender will not be obligated to perform any such covenant on behalf of the Debtor and no such performance by the Lender will require the Lender further to perform the Debtor's covenants nor operate as a derogation of the rights and remedies of the Lender under this agreement.

ARTICLE IV DEALING WITH COLLATERAL

4.1 General Restrictions

Except as specifically permitted herein or in the Credit Agreement, the Debtor shall not, without the prior written consent of the Lender:

- (a) sell, lease or otherwise dispose of the Collateral or any part thereof;
- (b) release, surrender or abandon possession of the Collateral or any part thereof;
- (c) move or transfer the Collateral or any part thereof from its present location as specified in Schedule "B" hereto; or
- (d) enter into or grant, create, assume or suffer to exist any mortgage, charge, hypothec, assignment, pledge, lien or other security interest or encumbrance affecting any of the Collateral.

4.2 Release by the Lender

The Lender, may at its discretion, at any time release from the security interest created by this agreement any part or parts of the Collateral or any other security or any surety for the Obligations either with or




without sufficient consideration therefor without thereby releasing any other part of the Collateral or any person from this agreement.

4.3 Proceeds Held in Trust

All Proceeds that are monies collected or received by the Debtor will be received by the Debtor in trust for the Lender and will be forthwith paid to the Lender. The Lender shall not exercise its rights under this Section, and the Debtor's trust obligations under this Section need not be complied with, unless such Proceeds arise from a disposition of Collateral which is not permitted hereunder or unless and until the security hereby constituted becomes enforceable.

ARTICLE V ENFORCEMENT

5.1 Events of Default

The security hereby constituted shall become enforceable in each and every one of the following events (an "Event of Default"):

- (a) if the Debtor defaults (subject to applicable grace periods) in payment or performance of any of the Obligations;
- (b) if an Event of Default occurs as specified in the Credit Agreement;
- (c) a default or material breach of the Debtor's covenants occurs under any other Credit Document which has not been cured within the time permitted in such Credit Document, if any;
- (d) if the Debtor ceases to carry on business, makes a sale in bulk of its assets, is adjudged bankrupt, makes an assignment in bankruptcy, makes a proposal or plan of arrangement with its creditors, or if any of its creditors seize its assets; or
- (e) there is a change in control of the voting stock of the Debtor from that now held on the Debtor amalgamates without the prior written consent of the Lender; or the Debtor is in default of its obligation to any of its other creditors; or
- (f) if the Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy. sell, lease or otherwise dispose of the Collateral or any part thereof.

5.2 Remedies

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1, the Lender shall have the following rights, powers and remedies:

- (a) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "Receiver") of the Collateral and to remove any Receiver so appointed and to appoint another if the Lender so desires; it being agreed that any Receiver appointed pursuant to the provisions of this agreement shall have all of the powers

of the Lender hereunder, and in addition, shall have the power to carry on the business of the Debtor;

- (b) to make payments to parties having prior charges or encumbrances on the Collateral;
- (c) to enter onto any premises where the Collateral may be located;
- (d) to take possession of all or any part of the Collateral and any premises where such Collateral is located with power to exclude the Debtor, its agents and its servants from such Collateral and such premises;
- (e) to preserve, protect and maintain the Collateral and make such repairs to, replacements thereof and additions thereto as the Lender shall deem advisable;
- (f) to enjoy and exercise all powers necessary or incidental to the performance of all functions provided for in this agreement including, without limitation, the power to purchase on credit, the power to borrow in the Debtor's name or in the name of the Receiver and to advance its own money to the Debtor at such rates of interest as it may deem reasonable, provided that the Receiver shall borrow money only with the prior consent of the Lender, and to grant security interests in the Collateral in priority to the security interest created by this agreement, as security for the money so borrowed;
- (g) to sell, lease or dispose of all or any part of the Collateral whether by public or private sale or lease or otherwise and on any terms, so long as every aspect of the disposition is commercially reasonable, including without limitation, terms that provide time for payment on credit; provided that
 - (i) the Lender or the Receiver will not be required to sell, lease or dispose of the Collateral, but may peaceably and quietly take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption by the Debtor or any other person or persons whomever, for such period of time as is commercially reasonable;
 - (ii) the Lender or the Receiver may convey, transfer and assign to a purchaser or purchasers the title to any of the Collateral so sold; and
 - (iii) subject to Section 5.8, the Debtor will be entitled to be credited with the actual proceeds of any such sale, lease or other disposition only when such proceeds are received by the Lender or the Receiver in cash;
- (h) to enjoy and exercise all of the rights and remedies of a secured party under the PPSA;
- (i) to dispose of all or any part of the Collateral in the condition in which it was on the date possession of it was taken, or after any commercially reasonable repair, processing or preparation for disposition;
- (j) to sell or otherwise dispose of any part of the Collateral without giving any notice whatsoever where:
 - (i) the Collateral is perishable;




- (ii) the Lender or the Receiver believes on reasonable grounds that the Collateral will decline speedily in value;
 - (iii) the Collateral is of a type customarily sold on a recognized market;
 - (iv) the cost of care and storage of the Collateral is disproportionately large relative to its value;
 - (v) every person entitled by law to receive a notice of disposition consents in writing to the immediate disposition of the Collateral; or
 - (vi) the Receiver disposes of the Collateral in the course of the Debtor's business;
- (k) to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Lender and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Lender, and to give valid and binding receipts and discharges therefor and in respect thereof and, upon such notification and at the expense of the Debtor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done;
- (l) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of the Lender, the Receiver or the Debtor for the purpose of exercising any of the rights, powers and remedies set out in this Section, including the institution of proceedings for the appointment of a receiver, manager or receiver and manager of the Collateral; and
- (m) at the sole option of the Lender, provided notice is given in the manner required by the PPSA to the Debtor and to any other person to whom the PPSA requires notice to be given, to elect to retain all or any part of the Collateral in satisfaction of the Obligations.

5.3 Special Rules regarding Accounts

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1:

- (a) all Money or other form of payment received by the Debtor in respect of the Accounts shall be received in trust for the benefit of the Lender hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement) to be held as cash collateral and applied as provided by Section 5.8; and
- (b) the Debtor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

5.4 Receiver as Agent

The Receiver shall be deemed to be the agent of the Debtor for the purpose of establishing liability for the acts or omissions of the Receiver and the Lender shall not be liable for such acts or omissions and, without



restricting the generality of the foregoing, the Debtor hereby irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.

5.5 Expenses of Enforcement

The Debtor shall pay to the Receiver the remuneration of the Receiver and all costs and expenses (including, without limitation, legal fees and disbursements on a solicitor and his own client basis) properly incurred by the Receiver pursuant to its appointment and the exercise of its powers hereunder, and shall pay to the Lender and the Receiver as required all amounts of money (including interest thereon) borrowed or advanced by either of them pursuant to the powers set out herein, and the obligations of the Debtor to the Lender and the Receiver pursuant to this Section 5.5 shall be payable on demand and shall bear interest at an annual rate equal to the Prime Rate plus three percent (3%), which interest shall be calculated and compounded monthly and payable on demand.

5.6 Indulgences and Releases

Either the Lender or the Receiver may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Lender or the Receiver may see fit without prejudice to the Obligations or the right of the Lender and the Receiver to repossess, hold, collect and realize the Collateral.

5.7 No Liability for Failure to Exercise Remedies

The Lender and the Receiver shall not be liable or accountable to the Debtor or to any other person for any failure to exercise any of the rights, powers and remedies set out in Section 5.2, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of the Lender, the Receiver, the Debtor or any other party in respect of the same.

5.8 Proceeds of Disposition

Subject to the claims, if any, of the prior secured creditors of the Debtor, all moneys received by the Lender or by the Receiver pursuant to Section 5.2 shall be applied as follows:

- (a) first, in payment of all costs and expenses incurred by the Lender in the exercise of all or any of the powers granted to it under this agreement and in payment of all of the remuneration of the Receiver and all costs and expenses properly incurred by the Receiver in the exercise of all or any of the powers granted to it under this agreement, including, without limitation, the remuneration, costs and expenses referred to in Section 5.5;
- (b) second, in payment of all amounts of money borrowed or advanced by either of the Lender or the Receiver pursuant to the powers set out in this agreement and any interest thereon;
- (c) third, in payment of the Obligations, provided that if there are not sufficient moneys to pay all of the Obligations, the Lender may apply the moneys available to such part or parts thereof as the Lender, in its sole discretion, may determine; and
- (d) fourth, in payment of any surplus in accordance with applicable law.

5.9 Proceeds of Disposition

If the monies received by the Lender or the Receiver pursuant to Section 5.2 are not sufficient to pay the claims set out in Section 5.8, the Debtor shall immediately pay the Lender the amount of such deficiency.

5.10 Restriction on Debtor

Upon the Lender taking possession of the collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor with respect to the Collateral shall, to the extent permitted by law, be suspended unless specifically continued by the written consent of the Lender; however, all other powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor shall be unaffected by such events.

5.11 Rights Cumulative

All rights and remedies of the Lender set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this agreement.

5.12 Care by the Lender

The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in the Lender's possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

5.13 Standards of Sale

Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) the purchaser or lessee of such Collateral may be a customer of the Lender;
- (c) the disposition may be for cash or credit, or part cash and part credit; and
- (d) the Lender may establish a reserve bid in respect of all or any portion of the Collateral.

5.14 Application by Debtor regarding Receiver

The Debtor hereby irrevocably waives its right to make an application to any court with respect to the appointment, powers or remuneration of the Receiver.




ARTICLE VI GENERAL

6.1 Waiver

Any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, may only be waived by the Lender in writing, provided that no such waiver by the Lender shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

6.2 The Lender as Attorney

The Debtor hereby irrevocably appoints the Lender and any person further designated by the Lender to be the attorney of the Debtor for and in the name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and, after the happening of any event by which the security hereby constituted becomes enforceable, to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Lender.

6.3 Further Assurances

The Debtor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, mortgages, transfers and assurances as the Lender shall reasonably require for the better assuring, charging, assigning and conferring unto the Lender a security interest in the Collateral or property intended to be charged hereunder, or which the Debtor may hereafter become bound to charge in favour of the Lender, for the purpose of accomplishing and effecting the intention of this agreement.

6.4 Continuing Security

The security interest constituted hereby shall be deemed to be a continuing security for the Obligations until all of the Obligations from time to time are paid and performed in full and any and all commitments of the Lender in favour of the Debtor have been cancelled under the Credit Agreement and otherwise.

6.5 No Obligation to Advance

Neither the execution nor delivery of this agreement shall obligate the Lender to advance any moneys to the Debtor.

6.6 No Consumer Goods

Notwithstanding any other clause in this agreement, in no event shall goods that are used or acquired for use primarily for personal, family or household purposes form part of the Collateral.

6.7 Notices

All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the applicable address or telefacsimile number, as the case may be, of the party set opposite its name



below or at or to such other address or addresses or telefacsimile number or numbers as either party may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it should be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission:

In the case of the Debtor:	2678514 Ontario Inc. 385 Madison Avenue, Toronto, ON M4V 2W7
In the case of the Lender:	HarbourEdge Mortgage Investment Trustee Inc. 40 Huron Street, Suite 200, Collingwood, ON L9Y 4R3

6.8 Assignment

The Lender may assign or transfer this agreement, any of its rights hereunder or any part thereof.

6.9 Successors and Assigns

This agreement shall enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Debtor and its successors and assigns.

6.10 Entire Agreement

This agreement and the agreements referred to herein and any document, agreement or instrument delivered pursuant to such agreements constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and verbal, in respect of the subject matter hereof.

6.11 Receipt of this Agreement

The Debtor hereby acknowledges receipt of an executed copy of this agreement.

6.12 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

2678514 ONTARIO INC.

Per:


Name: Charles Hunter Milborne

Title: Secretary

I have authority to bind the Corporation



SCHEDULE "A"**List of Equipment**

(Debtor to Populate with description):

NIL



SCHEDULE "B"**Locations of Collateral**

4578, 4610 and 4638 Erie Avenue, Niagara Falls, Ontario and 4254 Park Street, Niagara Falls,
Ontario

385 Madison Avenue, Toronto, ON M4V 2W7

Debtor to insert any other locations:



This is Exhibit “64” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA New Registration 1C DRAFT

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 2

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678514 ONTARIO INC. 2678514	385 MADISON AVE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐	Inventory ☒	Equipment ☒	No Fixed Date	
Accounts ☒	Other ☒	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4


APPROVAL SIGNATURE

DATE



ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 778631076

Expiry Date: 2023-11-30

Registration Number: 20211130 1202 1590 6602

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 2CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678514 ONTARIO INC. 2678514	385 MADISON AVE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods	Inventory ☒	Equipment ☒	No Fixed Date	
Accounts ☒	Other ☒	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4

This is Exhibit “65” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 2021.

BETWEEN:

2678517 ONTARIO INC., a corporation established and organized under the Business Corporations Act (Ontario)
(the “**Debtor**”)

AND

HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
(the “**Lender**”)

THIS AGREEMENT WITNESSES that, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE VII INTERPRETATION

7.1 Definitions

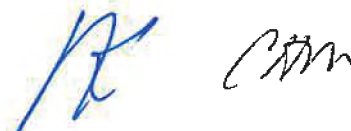
Throughout this Agreement, except as otherwise expressly defined, the following terms shall have the following corresponding meanings:

“**Accounts**” means all debts, amounts, claims and moneys which now are, or which may at any time hereafter be, due or owing to or owed by the Debtor, whether or not earned by performance excluding, to the extent that an assignment in favour of the Lender is restricted by law, any such debts, amounts, claims and moneys due from the Government of Canada or any department or agency thereof or any Crown corporation; all securities, mortgages, bills, notes and other documents now held or owned, or which may be hereafter taken, held or owned, by or on behalf of the Debtor, in respect of the said debts, amounts, claims and moneys or any part thereof; and all books, documents and papers recording, evidencing or relating to the said debts, amounts, claims and moneys or any part thereof;

“**Banking Day**” means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario;

“**Chattel Paper**” means all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods;

“**Collateral**” means all undertaking, property and assets of the Debtor, now owned or hereafter acquired and any proceeds from the sale or other disposition thereof, all of which is further described, without limitation, all Accounts, Inventory, Equipment, Intangibles, Documents of Title, Money, Chattel Paper, Instruments, Securities, Documents, Proceeds, and Leaseholds;



“Credit Agreement” means the agreement made as of November 22, 2021 between the Debtor, and the Lender, as the same may be amended, modified, supplemented or replaced from time to time, and pursuant to which the Lender established certain credit facilities in favour of the Debtor;

“Credit Documents” means those agreements, pledges, commitments and other security as contemplated by the Credit Agreement or as otherwise delivered to the Lender by the Borrower as a requirement of the completion of the transactions contemplated in the Credit Agreement.

“Documents” means all documents, including, without limitation, all books, invoices, letters, papers and other records, in any form evidencing or relating to the Collateral, all of which are herein called the **“Documents”**;

“Documents of Title” means any writing now or hereafter owned by the Debtor that purports to be issued by or addressed to a bailee and purports to cover such goods and chattels in the bailee’s possession as are identified or fungible portions of an identified mass, whether such goods and chattels are Inventory or Equipment, and which writing is treated in the ordinary course of business as establishing that the person in possession of such writing is entitled to receive, hold and dispose of the said writing and the goods and chattels it covers, and further, whether such writing is negotiable in form or otherwise, including bills of lading and warehouse receipts;

“Equipment” means all equipment now owned or hereafter acquired by the Debtor, including, without limitation, all machinery, fixtures, plant, tools, furniture, chattels, vehicles of any kind or description including, without limitation, motor vehicles, parts, accessories installed in or affixed or attached to any of the foregoing, all drawings, specifications, plans and manuals relating thereto, and any other tangible personal property which is not Inventory and all items described in Schedule “A” hereto;

“Event of Default” shall have the meaning ascribed thereto in 5.1 hereof and in the Credit Agreement;

“Instruments” means all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)) of the Debtor, and all other writings of the Debtor that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment, and all letters of credit and advices of credit of the Debtor provided that such letters of credit and advices of credit state that they must be surrendered upon claiming payment thereunder;

“Inventory” means all goods or chattels now or hereinafter forming the inventory of the Debtor including, without limitation, the goods, merchandise, raw materials, work in process, finished goods, goods held for sale or resale or lease or that have been leased or that are to be, or have been, furnished under a contract of service, and goods used in or procured for packing or packaging;

“Intangibles” means all intangible property now owned or hereafter acquired by the Debtor and which is not Accounts including, without limitation, all contractual rights and insurance claims, permits, licences, quotas, subsidies, franchises, orders, judgments, goodwill, patents, trademarks, trade names, copyrights, trade secrets and know-how, inventions and other intellectual property of the Debtor and all other choses in action of the Debtor of every kind, whether due or owing at the present time or hereafter to become due or owing;

“Leaseholds” subject to 2.3, all leases, now owned or hereafter acquired by the Debtor as tenant (whether oral or written) or any agreement therefor;



“**Money**” means all money now or hereafter owned by the Debtor, whether such money is authorized or adopted by the Parliament of Canada as part of its currency or by any foreign government as part of its currency;

“**Obligations**” means the aggregate of all indebtedness, obligations and liabilities of the Debtor to the Lender, whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions and renewals, and including, without limitation: advances to the Debtor; letters of credit and letters of guarantee issued by the Lender on behalf of the Debtor, whether or not drawn upon; Lender’s acceptances of the Debtor which have been accepted by the Lender; tender cheques certified by the Lender on behalf of the Debtor, whether or not negotiated; obligations or liabilities of the Debtor to third parties financed or guaranteed by the Lender; all interest payable by the Debtor to the Lender; obligations or liabilities of the Debtor under any present or future guarantee by the Debtor of the payment or performance or both of the debts, obligations or liabilities of a third party to the Lender; and debts, obligations or liabilities of the Debtor under any agreement with the Lender including, without limitation, this agreement, the Credit Agreement and any promissory note, debt obligation or any other agreement whatsoever, whether it or they be in writing;

“**PPSA**” means the *Personal Property Security Act* (Ontario), as amended from time to time, and any regulations thereto;

“**Prime Rate**” means the rate of interest per annum charged by the Lender’s bank to its customers in Toronto, Ontario for loans of Canadian dollars, as the same is adjusted from time to time.

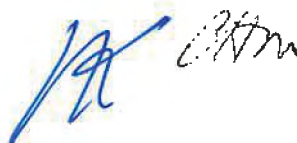
“**Proceeds**” means all property in any form derived directly or indirectly from any dealing with the Collateral including, without limitation, property that indemnifies or compensates for the expropriation, destruction, or damage of the Collateral or the proceeds therefrom and all proceeds of proceeds;

“**Securities**” means all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; including, without limitation, an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporation Act* (Ontario) and all substitutions therefor and dividends and income derived therefrom.

7.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement and every part hereof in the performance of the parties’ respective obligations. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end, unless otherwise expressly provided.



- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated under it), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.
- (i) **Consent** - Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its, his or her approval or consent.

7.3 Applicable Law and Attornment

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

7.4 Prohibited Provisions

In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect

7.5 Time of the Essence

Time shall in all respects be of the essence of this agreement.

7.6 Schedules

Each and every one of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

ARTICLE VIII GRANT OF SECURITY INTEREST

8.1 Security Interest

As general and continuing security for the payment and performance of all Obligations, the Debtor hereby:

- (a) grants to the Lender a security interest in the Collateral excluding the Accounts; and
- (b) assigns, transfers and sets over the Lender all Accounts.

Whenever used elsewhere in this agreement, the expression "security interest" refers to the security interest created in (a) above and/or the assignment created in (b) above, as the context may require or permit.

8.2 Attachment of Security

The Debtor acknowledges and agrees that: (a) value has been given by the Lender, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Debtor executes and delivers this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

8.3 Exception re: Leaseholds and Contractual Rights

The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the security interest created by this agreement, but the Debtor agrees to stand possessed of such last day in trust for such person as the Lender may direct and the Debtor shall assign and dispose thereof in accordance with such direction. To the extent that the security interest created by this agreement in any contractual rights (other than Accounts) would constitute a breach or cause the acceleration of such contract, to which the Debtor is a party, said security interest shall not be granted hereunder but the Debtor shall hold its interest therein in trust for the Lender, and shall grant a security interest in such contractual rights to the Lender forthwith upon obtaining the appropriate consents to the attachment of said security interest.

8.4 Enforcement of Contractual Rights

On or after the occurrence of any Event of Default which is continuing, in order that the full value of the beneficial interest in the Contractual Rights not assigned to the Lender pursuant to this Agreement but held in trust for the Lender pursuant to Section 4.3, may be realized for the benefit of the Lender, the Debtor shall, at the request and expense and under the direction of the Lender, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Contractual Rights may be performed in such manner that the beneficial interest in such Contractual Rights shall be preserved and shall enure to the benefit of the Lender or as the Lender may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor will promptly pay over to the Lender or as the Lender may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Contractual Right.



ARTICLE IX REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

9.1 Representations and Warranties

The Debtor represents and warrants that:

- (a) Debtor's Legal Name: The Debtor's correct legal name, including any French and English forms of name, and its jurisdiction of incorporation, continuance or amalgamation is "2678517 Ontario Inc."
- (b) Ownership: The Debtor is the sole legal and beneficial owner of the Collateral and has good and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement and any other security agreement made by the Debtor in favour of the Lender or any Permitted Liens and the Debtor has the right and requisite authority to grant the security interest provided herein to the Lender and consummate the transactions contemplated hereunder and the Debtor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (c) No Consumer Goods: The Debtor does not own any Consumer Goods (as defined in the PPSA) which are material in value or which are material to the business, operations or property of the Debtor; and
- (d) Enforceability: The Debtor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the Debtor, enforceable against the Debtor in accordance with its terms, and to create a valid and continuing security interest in favour of the Lender, subject only to any limitation under applicable law relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

9.2 Covenants

The Debtor covenants as follows that, except as otherwise permitted by the Credit Agreement:

- (a) Condition of Collateral: The Debtor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Accessions/Fixtures: The Debtor shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Lender unless the Lender already has a security interest in the real or personal property to which the Collateral becomes affixed or to which it accedes.
- (c) Insurance: The Debtor shall maintain or cause to be maintained, in respect of the Collateral, insurance at all times with responsible insurance carriers in such amounts and covering such risks as are usually carried by companies owning and operating similar assets and properties in the same general area in which the Collateral is located. The Debtor will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request. Furthermore, the Debtor will maintain or cause to be maintained public liability and other liability insurance in such amounts as are in accordance with

commercially reasonable business practice and with finally sound and reputable insurers and at least containing the coverage specified in the Credit Agreement, will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request.

- (d) Delivery and Execution of Documents, etc.: The Debtor shall from time to time forthwith at the request of the Lender execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Lender to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted.
- (e) Change of Name and certain other changes: The Debtor shall advise the Lender, in reasonable detail, of:
 - (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (ii) any merger or amalgamation or intention to merge or amalgamate with any other person or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Debtor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Debtor shall obtain the written prior consent of the Lender to do so;
 - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Debtor or the location of any of the Collateral by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (iv) any material loss or damage to the Collateral by providing prompt notice in writing to the Lender;
 - (v) the acquisition by the Debtor of any personal property which is not of the nature or type described by the definition of Collateral, and the Debtor agrees to execute and deliver at its own expense from time-to-time amendments to this agreement or additional security agreements as may be reasonably required by the Lender, in order that a security interest shall be granted and shall attach to such personal property;
- (f) The Debtor shall deliver to the Lender from time to time as the same are acquired by the Debtor all items of Collateral comprising Chattel Paper, Instruments, Securities and those Document of Title which are negotiable.
- (g) The Debtor shall use its best efforts to obtain a written agreement from each landlord of the Debtor in favour of the Lender and in form and substance satisfactory to the Lender, whereby such landlord:

- (i) agrees to give notice to the Lender of any default by the Debtor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord; and
 - (ii) acknowledges the security interest created by this agreement and the right of the Lender to enforce the security interest created by this agreement in priority of any claim of such landlord.
- (h) Payment of Expenses: The Debtor shall pay to the Lender forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Lender in connection with the preparation, execution and perfection of this agreement and the carrying out of any of the provisions of this agreement, including protecting and preserving the security interest, assignment and mortgage and charge granted and enforcing by legal process or otherwise the remedies provided in this agreement; and all such costs and expenses shall be added to and form part of the Obligations secured under this Agreement.

9.3 Performance of Covenants

The Lender may, in its sole discretion and upon notice to the Debtor, perform any covenant of the Debtor under this agreement that the Debtor fails to perform and that the Lender is capable of performing, including any covenant the performance of which requires the payment of money, provided that the Lender will not be obligated to perform any such covenant on behalf of the Debtor and no such performance by the Lender will require the Lender further to perform the Debtor's covenants nor operate as a derogation of the rights and remedies of the Lender under this agreement.

ARTICLE X DEALING WITH COLLATERAL

10.1 General Restrictions

Except as specifically permitted herein or in the Credit Agreement, the Debtor shall not, without the prior written consent of the Lender:

- (a) sell, lease or otherwise dispose of the Collateral or any part thereof;
- (b) release, surrender or abandon possession of the Collateral or any part thereof;
- (c) move or transfer the Collateral or any part thereof from its present location as specified in Schedule "B" hereto; or
- (d) enter into or grant, create, assume or suffer to exist any mortgage, charge, hypothec, assignment, pledge, lien or other security interest or encumbrance affecting any of the Collateral.

10.2 Release by the Lender

The Lender, may at its discretion, at any time release from the security interest created by this agreement any part or parts of the Collateral or any other security or any surety for the Obligations either with or



without sufficient consideration therefor without thereby releasing any other part of the Collateral or any person from this agreement.

10.3 Proceeds Held in Trust

All Proceeds that are monies collected or received by the Debtor will be received by the Debtor in trust for the Lender and will be forthwith paid to the Lender. The Lender shall not exercise its rights under this Section, and the Debtor's trust obligations under this Section need not be complied with, unless such Proceeds arise from a disposition of Collateral which is not permitted hereunder or unless and until the security hereby constituted becomes enforceable.

ARTICLE XI ENFORCEMENT

11.1 Events of Default

The security hereby constituted shall become enforceable in each and every one of the following events (an "Event of Default"):

- (a) if the Debtor defaults (subject to applicable grace periods) in payment or performance of any of the Obligations;
- (b) if an Event of Default occurs as specified in the Credit Agreement;
- (c) a default or material breach of the Debtor's covenants occurs under any other Credit Document which has not been cured within the time permitted in such Credit Document, if any;
- (d) if the Debtor ceases to carry on business, makes a sale in bulk of its assets, is adjudged bankrupt, makes an assignment in bankruptcy, makes a proposal or plan of arrangement with its creditors, or if any of its creditors seize its assets; or
- (e) there is a change in control of the voting stock of the Debtor from that now held on the Debtor amalgamates without the prior written consent of the Lender; or the Debtor is in default of its obligation to any of its other creditors; or
- (f) if the Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy. sell, lease or otherwise dispose of the Collateral or any part thereof.

11.2 Remedies

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1, the Lender shall have the following rights, powers and remedies:

- (a) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "Receiver") of the Collateral and to remove any Receiver so appointed and to appoint another if the Lender so desires; it being agreed that any Receiver appointed pursuant to the provisions of this agreement shall have all of the powers

of the Lender hereunder, and in addition, shall have the power to carry on the business of the Debtor;

- (b) to make payments to parties having prior charges or encumbrances on the Collateral;
- (c) to enter onto any premises where the Collateral may be located;
- (d) to take possession of all or any part of the Collateral and any premises where such Collateral is located with power to exclude the Debtor, its agents and its servants from such Collateral and such premises;
- (e) to preserve, protect and maintain the Collateral and make such repairs to, replacements thereof and additions thereto as the Lender shall deem advisable;
- (f) to enjoy and exercise all powers necessary or incidental to the performance of all functions provided for in this agreement including, without limitation, the power to purchase on credit, the power to borrow in the Debtor's name or in the name of the Receiver and to advance its own money to the Debtor at such rates of interest as it may deem reasonable, provided that the Receiver shall borrow money only with the prior consent of the Lender, and to grant security interests in the Collateral in priority to the security interest created by this agreement, as security for the money so borrowed;
- (g) to sell, lease or dispose of all or any part of the Collateral whether by public or private sale or lease or otherwise and on any terms, so long as every aspect of the disposition is commercially reasonable, including without limitation, terms that provide time for payment on credit; provided that
 - (i) the Lender or the Receiver will not be required to sell, lease or dispose of the Collateral, but may peaceably and quietly take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption by the Debtor or any other person or persons whomever, for such period of time as is commercially reasonable;
 - (ii) the Lender or the Receiver may convey, transfer and assign to a purchaser or purchasers the title to any of the Collateral so sold; and
 - (iii) subject to Section 5.8, the Debtor will be entitled to be credited with the actual proceeds of any such sale, lease or other disposition only when such proceeds are received by the Lender or the Receiver in cash;
- (h) to enjoy and exercise all of the rights and remedies of a secured party under the PPSA;
- (i) to dispose of all or any part of the Collateral in the condition in which it was on the date possession of it was taken, or after any commercially reasonable repair, processing or preparation for disposition;
- (j) to sell or otherwise dispose of any part of the Collateral without giving any notice whatsoever where:
 - (i) the Collateral is perishable;



- (ii) the Lender or the Receiver believes on reasonable grounds that the Collateral will decline speedily in value;
 - (iii) the Collateral is of a type customarily sold on a recognized market;
 - (iv) the cost of care and storage of the Collateral is disproportionately large relative to its value;
 - (v) every person entitled by law to receive a notice of disposition consents in writing to the immediate disposition of the Collateral; or
 - (vi) the Receiver disposes of the Collateral in the course of the Debtor's business;
- (k) to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Lender and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Lender, and to give valid and binding receipts and discharges therefor and in respect thereof and, upon such notification and at the expense of the Debtor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done;
 - (l) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of the Lender, the Receiver or the Debtor for the purpose of exercising any of the rights, powers and remedies set out in this Section, including the institution of proceedings for the appointment of a receiver, manager or receiver and manager of the Collateral; and
 - (m) at the sole option of the Lender, provided notice is given in the manner required by the PPSA to the Debtor and to any other person to whom the PPSA requires notice to be given, to elect to retain all or any part of the Collateral in satisfaction of the Obligations.

11.3 Special Rules regarding Accounts

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1:

- (a) all Money or other form of payment received by the Debtor in respect of the Accounts shall be received in trust for the benefit of the Lender hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement) to be held as cash collateral and applied as provided by Section 5.8; and
- (b) the Debtor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

11.4 Receiver as Agent

The Receiver shall be deemed to be the agent of the Debtor for the purpose of establishing liability for the acts or omissions of the Receiver and the Lender shall not be liable for such acts or omissions and, without

restricting the generality of the foregoing, the Debtor hereby irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.

11.5 Expenses of Enforcement

The Debtor shall pay to the Receiver the remuneration of the Receiver and all costs and expenses (including, without limitation, legal fees and disbursements on a solicitor and his own client basis) properly incurred by the Receiver pursuant to its appointment and the exercise of its powers hereunder, and shall pay to the Lender and the Receiver as required all amounts of money (including interest thereon) borrowed or advanced by either of them pursuant to the powers set out herein, and the obligations of the Debtor to the Lender and the Receiver pursuant to this Section 5.5 shall be payable on demand and shall bear interest at an annual rate equal to the Prime Rate plus three percent (3%), which interest shall be calculated and compounded monthly and payable on demand.

11.6 Indulgences and Releases

Either the Lender or the Receiver may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Lender or the Receiver may see fit without prejudice to the Obligations or the right of the Lender and the Receiver to repossess, hold, collect and realize the Collateral.

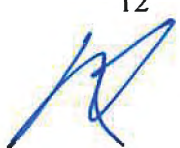
11.7 No Liability for Failure to Exercise Remedies

The Lender and the Receiver shall not be liable or accountable to the Debtor or to any other person for any failure to exercise any of the rights, powers and remedies set out in Section 5.2, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of the Lender, the Receiver, the Debtor or any other party in respect of the same.

11.8 Proceeds of Disposition

Subject to the claims, if any, of the prior secured creditors of the Debtor, all moneys received by the Lender or by the Receiver pursuant to Section 5.2 shall be applied as follows:

- (a) first, in payment of all costs and expenses incurred by the Lender in the exercise of all or any of the powers granted to it under this agreement and in payment of all of the remuneration of the Receiver and all costs and expenses properly incurred by the Receiver in the exercise of all or any of the powers granted to it under this agreement, including, without limitation, the remuneration, costs and expenses referred to in Section 5.5;
- (b) second, in payment of all amounts of money borrowed or advanced by either of the Lender or the Receiver pursuant to the powers set out in this agreement and any interest thereon;
- (c) third, in payment of the Obligations, provided that if there are not sufficient moneys to pay all of the Obligations, the Lender may apply the moneys available to such part or parts thereof as the Lender, in its sole discretion, may determine; and
- (d) fourth, in payment of any surplus in accordance with applicable law.




11.9 Proceeds of Disposition

If the monies received by the Lender or the Receiver pursuant to Section 5.2 are not sufficient to pay the claims set out in Section 5.8, the Debtor shall immediately pay the Lender the amount of such deficiency.

11.10 Restriction on Debtor

Upon the Lender taking possession of the collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor with respect to the Collateral shall, to the extent permitted by law, be suspended unless specifically continued by the written consent of the Lender; however, all other powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor shall be unaffected by such events.

11.11 Rights Cumulative

All rights and remedies of the Lender set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this agreement.

11.12 Care by the Lender

The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in the Lender's possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

11.13 Standards of Sale

Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) the purchaser or lessee of such Collateral may be a customer of the Lender;
- (c) the disposition may be for cash or credit, or part cash and part credit; and
- (d) the Lender may establish a reserve bid in respect of all or any portion of the Collateral.

11.14 Application by Debtor regarding Receiver

The Debtor hereby irrevocably waives its right to make an application to any court with respect to the appointment, powers or remuneration of the Receiver.

ARTICLE XII GENERAL

12.1 Waiver

Any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, may only be waived by the Lender in writing, provided that no such waiver by the Lender shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

12.2 The Lender as Attorney

The Debtor hereby irrevocably appoints the Lender and any person further designated by the Lender to be the attorney of the Debtor for and in the name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and, after the happening of any event by which the security hereby constituted becomes enforceable, to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Lender.

12.3 Further Assurances

The Debtor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, mortgages, transfers and assurances as the Lender shall reasonably require for the better assuring, charging, assigning and conferring unto the Lender a security interest in the Collateral or property intended to be charged hereunder, or which the Debtor may hereafter become bound to charge in favour of the Lender, for the purpose of accomplishing and effecting the intention of this agreement.

12.4 Continuing Security

The security interest constituted hereby shall be deemed to be a continuing security for the Obligations until all of the Obligations from time to time are paid and performed in full and any and all commitments of the Lender in favour of the Debtor have been cancelled under the Credit Agreement and otherwise.

12.5 No Obligation to Advance

Neither the execution nor delivery of this agreement shall obligate the Lender to advance any moneys to the Debtor.

12.6 No Consumer Goods

Notwithstanding any other clause in this agreement, in no event shall goods that are used or acquired for use primarily for personal, family or household purposes form part of the Collateral.

12.7 Notices

All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the applicable address or telefacsimile number, as the case may be, of the party set opposite its name



below or at or to such other address or addresses or telefacsimile number or numbers as either party may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it should be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission:

In the case of the Debtor:	2678517 Ontario Inc. 385 Madison Avenue, Toronto, ON M4V 2W7
In the case of the Lender:	HarbourEdge Mortgage Investment Trustee Inc. 40 Huron Street, Suite 200, Collingwood, ON L9Y 4R3

12.8 Assignment

The Lender may assign or transfer this agreement, any of its rights hereunder or any part thereof.

12.9 Successors and Assigns

This agreement shall enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Debtor and its successors and assigns.

12.10 Entire Agreement

This agreement and the agreements referred to herein and any document, agreement or instrument delivered pursuant to such agreements constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and verbal, in respect of the subject matter hereof.

12.11 Receipt of this Agreement

The Debtor hereby acknowledges receipt of an executed copy of this agreement.

12.12 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

12.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

2678517 ONTARIO INC.

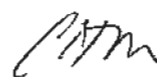
Per:



Name: Charles Hunter Milborne

Title: Secretary

I have authority to bind the Corporation



SCHEDULE "A"**List of Equipment**

(Debtor to Populate with description):

NIL

SCHEDULE "B"**Locations of Collateral**

4584 and 4624 Erie Avenue, Niagara Falls, Ontario

385 Madison Avenue, Toronto, ON M4V 2W7

Debtor to insert any other locations:

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized, cursive 'H' or similar letter. The second signature is a more complex, cursive signature, possibly reading 'C.M.M.' or similar.

This is Exhibit “66” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA New Registration

1C DRAFT

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 2

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678517 ONTARIO INC. 2678517	385 MADISON AVE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐ Inventory ☒ Equipment ☒ Accounts ☒ Other ☒ Motor Veh Incl ☒	No Fixed Date	

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4


 APPROVAL SIGNATURE

DATE



ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 778631049

Expiry Date: 2023-11-30

Registration Number: 20211130 1201 1590 6600

REGISTRATION TYPE: Personal Property Security Act

CAUTION FILING: N

TERM OF REGISTRATION (YEARS): 2

MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678517 ONTARIO INC. 2678517	385 MADISON AVE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐	Inventory ☒	Equipment ☒	No Fixed Date	
Accounts ☒	Other ☐	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4

This is Exhibit “67” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 2021.

BETWEEN:

2741854 ONTARIO LIMITED., a corporation established and organized under the Business Corporations Act (Ontario)
(the “**Debtor**”)

AND

HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
(the “**Lender**”)

THIS AGREEMENT WITNESSES that, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE XIII INTERPRETATION

13.1 Definitions

Throughout this Agreement, except as otherwise expressly defined, the following terms shall have the following corresponding meanings:

“**Accounts**” means all debts, amounts, claims and moneys which now are, or which may at any time hereafter be, due or owing to or owed by the Debtor, whether or not earned by performance excluding, to the extent that an assignment in favour of the Lender is restricted by law, any such debts, amounts, claims and moneys due from the Government of Canada or any department or agency thereof or any Crown corporation; all securities, mortgages, bills, notes and other documents now held or owned, or which may be hereafter taken, held or owned, by or on behalf of the Debtor, in respect of the said debts, amounts, claims and moneys or any part thereof; and all books, documents and papers recording, evidencing or relating to the said debts, amounts, claims and moneys or any part thereof;

“**Banking Day**” means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario;

“**Chattel Paper**” means all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods;

“**Collateral**” means all undertaking, property and assets of the Debtor, now owned or hereafter acquired and any proceeds from the sale or other disposition thereof, all of which is further described, without limitation, all Accounts, Inventory, Equipment, Intangibles, Documents of Title, Money, Chattel Paper, Instruments, Securities, Documents, Proceeds, and Leaseholds;



“Credit Agreement” means the agreement made as of November 22, 2021 between the Debtor, and the Lender, as the same may be amended, modified, supplemented or replaced from time to time, and pursuant to which the Lender established certain credit facilities in favour of the Debtor;

“Credit Documents” means those agreements, pledges, commitments and other security as contemplated by the Credit Agreement or as otherwise delivered to the Lender by the Borrower as a requirement of the completion of the transactions contemplated in the Credit Agreement.

“Documents” means all documents, including, without limitation, all books, invoices, letters, papers and other records, in any form evidencing or relating to the Collateral, all of which are herein called the **“Documents”**;

“Documents of Title” means any writing now or hereafter owned by the Debtor that purports to be issued by or addressed to a bailee and purports to cover such goods and chattels in the bailee’s possession as are identified or fungible portions of an identified mass, whether such goods and chattels are Inventory or Equipment, and which writing is treated in the ordinary course of business as establishing that the person in possession of such writing is entitled to receive, hold and dispose of the said writing and the goods and chattels it covers, and further, whether such writing is negotiable in form or otherwise, including bills of lading and warehouse receipts;

“Equipment” means all equipment now owned or hereafter acquired by the Debtor, including, without limitation, all machinery, fixtures, plant, tools, furniture, chattels, vehicles of any kind or description including, without limitation, motor vehicles, parts, accessories installed in or affixed or attached to any of the foregoing, all drawings, specifications, plans and manuals relating thereto, and any other tangible personal property which is not Inventory and all items described in Schedule “A” hereto;

“Event of Default” shall have the meaning ascribed thereto in 5.1 hereof and in the Credit Agreement;

“Instruments” means all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)) of the Debtor, and all other writings of the Debtor that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment, and all letters of credit and advices of credit of the Debtor provided that such letters of credit and advices of credit state that they must be surrendered upon claiming payment thereunder;

“Inventory” means all goods or chattels now or hereinafter forming the inventory of the Debtor including, without limitation, the goods, merchandise, raw materials, work in process, finished goods, goods held for sale or resale or lease or that have been leased or that are to be, or have been, furnished under a contract of service, and goods used in or procured for packing or packaging;

“Intangibles” means all intangible property now owned or hereafter acquired by the Debtor and which is not Accounts including, without limitation, all contractual rights and insurance claims, permits, licences, quotas, subsidies, franchises, orders, judgments, goodwill, patents, trademarks, trade names, copyrights, trade secrets and know-how, inventions and other intellectual property of the Debtor and all other choses in action of the Debtor of every kind, whether due or owing at the present time or hereafter to become due or owing;

“Leaseholds” subject to 2.3, all leases, now owned or hereafter acquired by the Debtor as tenant (whether oral or written) or any agreement therefor;

“Money” means all money now or hereafter owned by the Debtor, whether such money is authorized or adopted by the Parliament of Canada as part of its currency or by any foreign government as part of its currency;

“Obligations” means the aggregate of all indebtedness, obligations and liabilities of the Debtor to the Lender, whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions and renewals, and including, without limitation: advances to the Debtor; letters of credit and letters of guarantee issued by the Lender on behalf of the Debtor, whether or not drawn upon; Lender’s acceptances of the Debtor which have been accepted by the Lender; tender cheques certified by the Lender on behalf of the Debtor, whether or not negotiated; obligations or liabilities of the Debtor to third parties financed or guaranteed by the Lender; all interest payable by the Debtor to the Lender; obligations or liabilities of the Debtor under any present or future guarantee by the Debtor of the payment or performance or both of the debts, obligations or liabilities of a third party to the Lender; and debts, obligations or liabilities of the Debtor under any agreement with the Lender including, without limitation, this agreement, the Credit Agreement and any promissory note, debt obligation or any other agreement whatsoever, whether it or they be in writing;

“PPSA” means the *Personal Property Security Act* (Ontario), as amended from time to time, and any regulations thereto;

“Prime Rate” means the rate of interest per annum charged by the Lender’s bank to its customers in Toronto, Ontario for loans of Canadian dollars, as the same is adjusted from time to time.

“Proceeds” means all property in any form derived directly or indirectly from any dealing with the Collateral including, without limitation, property that indemnifies or compensates for the expropriation, destruction, or damage of the Collateral or the proceeds therefrom and all proceeds of proceeds;

“Securities” means all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; including, without limitation, an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporation Act* (Ontario) and all substitutions therefor and dividends and income derived therefrom.

13.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement and every part hereof in the performance of the parties’ respective obligations. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end, unless otherwise expressly provided.



- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated under it), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.
- (i) **Consent** - Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its, his or her approval or consent.

13.3 Applicable Law and Attornment

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Debtor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

13.4 Prohibited Provisions

In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect

13.5 Time of the Essence

Time shall in all respects be of the essence of this agreement.

13.6 Schedules

Each and every one of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

ARTICLE XIV GRANT OF SECURITY INTEREST

14.1 Security Interest

As general and continuing security for the payment and performance of all Obligations, the Debtor hereby:

- (a) grants to the Lender a security interest in the Collateral excluding the Accounts; and
- (b) assigns, transfers and sets over the Lender all Accounts.

Whenever used elsewhere in this agreement, the expression "security interest" refers to the security interest created in (a) above and/or the assignment created in (b) above, as the context may require or permit.

14.2 Attachment of Security

The Debtor acknowledges and agrees that: (a) value has been given by the Lender, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Debtor executes and delivers this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

14.3 Exception re: Leaseholds and Contractual Rights

The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the security interest created by this agreement, but the Debtor agrees to stand possessed of such last day in trust for such person as the Lender may direct and the Debtor shall assign and dispose thereof in accordance with such direction. To the extent that the security interest created by this agreement in any contractual rights (other than Accounts) would constitute a breach or cause the acceleration of such contract, to which the Debtor is a party, said security interest shall not be granted hereunder but the Debtor shall hold its interest therein in trust for the Lender, and shall grant a security interest in such contractual rights to the Lender forthwith upon obtaining the appropriate consents to the attachment of said security interest.

14.4 Enforcement of Contractual Rights

On or after the occurrence of any Event of Default which is continuing, in order that the full value of the beneficial interest in the Contractual Rights not assigned to the Lender pursuant to this Agreement but held in trust for the Lender pursuant to Section 4.3, may be realized for the benefit of the Lender, the Debtor shall, at the request and expense and under the direction of the Lender, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Contractual Rights may be performed in such manner that the beneficial interest in such Contractual Rights shall be preserved and shall enure to the benefit of the Lender or as the Lender may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor will promptly pay over to the Lender or as the Lender may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Contractual Right.



ARTICLE XV REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

15.1 Representations and Warranties

The Debtor represents and warrants that:

- (a) Debtor's Legal Name: The Debtor's correct legal name, including any French and English forms of name, and its jurisdiction of incorporation, continuance or amalgamation is "2741854 Ontario Limited"
- (b) Ownership: The Debtor is the sole legal and beneficial owner of the Collateral and has good and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement and any other security agreement made by the Debtor in favour of the Lender or any Permitted Liens and the Debtor has the right and requisite authority to grant the security interest provided herein to the Lender and consummate the transactions contemplated hereunder and the Debtor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (c) No Consumer Goods: The Debtor does not own any Consumer Goods (as defined in the PPSA) which are material in value or which are material to the business, operations or property of the Debtor; and
- (d) Enforceability: The Debtor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the Debtor, enforceable against the Debtor in accordance with its terms, and to create a valid and continuing security interest in favour of the Lender, subject only to any limitation under applicable law relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

15.2 Covenants

The Debtor covenants as follows that, except as otherwise permitted by the Credit Agreement:

- (a) Condition of Collateral: The Debtor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Accessions/Fixtures: The Debtor shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Lender unless the Lender already has a security interest in the real or personal property to which the Collateral becomes affixed or to which it accedes.
- (c) Insurance: The Debtor shall maintain or cause to be maintained, in respect of the Collateral, insurance at all times with responsible insurance carriers in such amounts and covering such risks as are usually carried by companies owning and operating similar assets and properties in the same general area in which the Collateral is located. The Debtor will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request. Furthermore, the Debtor will maintain or cause to be maintained public liability and other liability insurance in such amounts as are in accordance with

commercially reasonable business practice and with finally sound and reputable insurers and at least containing the coverage specified in the Credit Agreement, will pay or cause to be paid all premiums necessary for such purpose as the same shall become due and will provide particulars of all such policies and all renewals thereof to the Lender upon request.

- (d) Delivery and Execution of Documents, etc.: The Debtor shall from time to time forthwith at the request of the Lender execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Lender to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted.
- (e) Change of Name and certain other changes: The Debtor shall advise the Lender, in reasonable detail, of:
 - (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (ii) any merger or amalgamation or intention to merge or amalgamate with any other person or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Debtor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Debtor shall obtain the written prior consent of the Lender to do so;
 - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Debtor or the location of any of the Collateral by providing at least ten (10) Business Days prior written notice of the change to the Lender;
 - (iv) any material loss or damage to the Collateral by providing prompt notice in writing to the Lender;
 - (v) the acquisition by the Debtor of any personal property which is not of the nature or type described by the definition of Collateral, and the Debtor agrees to execute and deliver at its own expense from time-to-time amendments to this agreement or additional security agreements as may be reasonably required by the Lender, in order that a security interest shall be granted and shall attach to such personal property;
- (f) The Debtor shall deliver to the Lender from time to time as the same are acquired by the Debtor all items of Collateral comprising Chattel Paper, Instruments, Securities and those Document of Title which are negotiable.
- (g) The Debtor shall use its best efforts to obtain a written agreement from each landlord of the Debtor in favour of the Lender and in form and substance satisfactory to the Lender, whereby such landlord:

 ⁷ CHN

- (i) agrees to give notice to the Lender of any default by the Debtor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord; and
- (ii) acknowledges the security interest created by this agreement and the right of the Lender to enforce the security interest created by this agreement in priority of any claim of such landlord.
- (h) Payment of Expenses: The Debtor shall pay to the Lender forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Lender in connection with the preparation, execution and perfection of this agreement and the carrying out of any of the provisions of this agreement, including protecting and preserving the security interest, assignment and mortgage and charge granted and enforcing by legal process or otherwise the remedies provided in this agreement; and all such costs and expenses shall be added to and form part of the Obligations secured under this Agreement.

15.3 Performance of Covenants

The Lender may, in its sole discretion and upon notice to the Debtor, perform any covenant of the Debtor under this agreement that the Debtor fails to perform and that the Lender is capable of performing, including any covenant the performance of which requires the payment of money, provided that the Lender will not be obligated to perform any such covenant on behalf of the Debtor and no such performance by the Lender will require the Lender further to perform the Debtor's covenants nor operate as a derogation of the rights and remedies of the Lender under this agreement.

ARTICLE XVI DEALING WITH COLLATERAL

16.1 General Restrictions

Except as specifically permitted herein or in the Credit Agreement, the Debtor shall not, without the prior written consent of the Lender:

- (a) sell, lease or otherwise dispose of the Collateral or any part thereof;
- (b) release, surrender or abandon possession of the Collateral or any part thereof;
- (c) move or transfer the Collateral or any part thereof from its present location as specified in Schedule "B" hereto; or
- (d) enter into or grant, create, assume or suffer to exist any mortgage, charge, hypothec, assignment, pledge, lien or other security interest or encumbrance affecting any of the Collateral.

16.2 Release by the Lender

The Lender, may at its discretion, at any time release from the security interest created by this agreement any part or parts of the Collateral or any other security or any surety for the Obligations either with or




without sufficient consideration therefor without thereby releasing any other part of the Collateral or any person from this agreement.

16.3 Proceeds Held in Trust

All Proceeds that are monies collected or received by the Debtor will be received by the Debtor in trust for the Lender and will be forthwith paid to the Lender. The Lender shall not exercise its rights under this Section, and the Debtor's trust obligations under this Section need not be complied with, unless such Proceeds arise from a disposition of Collateral which is not permitted hereunder or unless and until the security hereby constituted becomes enforceable.

ARTICLE XVII ENFORCEMENT

17.1 Events of Default

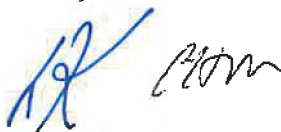
The security hereby constituted shall become enforceable in each and every one of the following events (an "Event of Default"):

- (a) if the Debtor defaults (subject to applicable grace periods) in payment or performance of any of the Obligations;
- (b) if an Event of Default occurs as specified in the Credit Agreement;
- (c) a default or material breach of the Debtor's covenants occurs under any other Credit Document which has not been cured within the time permitted in such Credit Document, if any;
- (d) if the Debtor ceases to carry on business, makes a sale in bulk of its assets, is adjudged bankrupt, makes an assignment in bankruptcy, makes a proposal or plan of arrangement with its creditors, or if any of its creditors seize its assets; or
- (e) there is a change in control of the voting stock of the Debtor from that now held on the Debtor amalgamates without the prior written consent of the Lender; or the Debtor is in default of its obligation to any of its other creditors; or
- (f) if the Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy. sell, lease or otherwise dispose of the Collateral or any part thereof.

17.2 Remedies

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1, the Lender shall have the following rights, powers and remedies:

- (a) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "**Receiver**") of the Collateral and to remove any Receiver so appointed and to appoint another if the Lender so desires; it being agreed that any Receiver appointed pursuant to the provisions of this agreement shall have all of the powers



of the Lender hereunder, and in addition, shall have the power to carry on the business of the Debtor;

- (b) to make payments to parties having prior charges or encumbrances on the Collateral;
- (c) to enter onto any premises where the Collateral may be located;
- (d) to take possession of all or any part of the Collateral and any premises where such Collateral is located with power to exclude the Debtor, its agents and its servants from such Collateral and such premises;
- (e) to preserve, protect and maintain the Collateral and make such repairs to, replacements thereof and additions thereto as the Lender shall deem advisable;
- (f) to enjoy and exercise all powers necessary or incidental to the performance of all functions provided for in this agreement including, without limitation, the power to purchase on credit, the power to borrow in the Debtor's name or in the name of the Receiver and to advance its own money to the Debtor at such rates of interest as it may deem reasonable, provided that the Receiver shall borrow money only with the prior consent of the Lender, and to grant security interests in the Collateral in priority to the security interest created by this agreement, as security for the money so borrowed;
- (g) to sell, lease or dispose of all or any part of the Collateral whether by public or private sale or lease or otherwise and on any terms, so long as every aspect of the disposition is commercially reasonable, including without limitation, terms that provide time for payment on credit; provided that
 - (i) the Lender or the Receiver will not be required to sell, lease or dispose of the Collateral, but may peaceably and quietly take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption by the Debtor or any other person or persons whomever, for such period of time as is commercially reasonable;
 - (ii) the Lender or the Receiver may convey, transfer and assign to a purchaser or purchasers the title to any of the Collateral so sold; and
 - (iii) subject to Section 5.8, the Debtor will be entitled to be credited with the actual proceeds of any such sale, lease or other disposition only when such proceeds are received by the Lender or the Receiver in cash;
- (h) to enjoy and exercise all of the rights and remedies of a secured party under the PPSA;
- (i) to dispose of all or any part of the Collateral in the condition in which it was on the date possession of it was taken, or after any commercially reasonable repair, processing or preparation for disposition;
- (j) to sell or otherwise dispose of any part of the Collateral without giving any notice whatsoever where:
 - (i) the Collateral is perishable;



- (ii) the Lender or the Receiver believes on reasonable grounds that the Collateral will decline speedily in value;
- (iii) the Collateral is of a type customarily sold on a recognized market;
- (iv) the cost of care and storage of the Collateral is disproportionately large relative to its value;
- (v) every person entitled by law to receive a notice of disposition consents in writing to the immediate disposition of the Collateral; or
- (vi) the Receiver disposes of the Collateral in the course of the Debtor's business;
- (k) to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Lender and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Lender, and to give valid and binding receipts and discharges therefor and in respect thereof and, upon such notification and at the expense of the Debtor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done;
- (l) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of the Lender, the Receiver or the Debtor for the purpose of exercising any of the rights, powers and remedies set out in this Section, including the institution of proceedings for the appointment of a receiver, manager or receiver and manager of the Collateral; and
- (m) at the sole option of the Lender, provided notice is given in the manner required by the PPSA to the Debtor and to any other person to whom the PPSA requires notice to be given, to elect to retain all or any part of the Collateral in satisfaction of the Obligations.

17.3 Special Rules regarding Accounts

At any time after the happening of any event by which the security hereby constituted becomes enforceable in accordance with Section 5.1:

- (a) all Money or other form of payment received by the Debtor in respect of the Accounts shall be received in trust for the benefit of the Lender hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement) to be held as cash collateral and applied as provided by Section 5.8; and
- (b) the Debtor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

17.4 Receiver as Agent

The Receiver shall be deemed to be the agent of the Debtor for the purpose of establishing liability for the acts or omissions of the Receiver and the Lender shall not be liable for such acts or omissions and, without

restricting the generality of the foregoing, the Debtor hereby irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.

17.5 Expenses of Enforcement

The Debtor shall pay to the Receiver the remuneration of the Receiver and all costs and expenses (including, without limitation, legal fees and disbursements on a solicitor and his own client basis) properly incurred by the Receiver pursuant to its appointment and the exercise of its powers hereunder, and shall pay to the Lender and the Receiver as required all amounts of money (including interest thereon) borrowed or advanced by either of them pursuant to the powers set out herein, and the obligations of the Debtor to the Lender and the Receiver pursuant to this Section 5.5 shall be payable on demand and shall bear interest at an annual rate equal to the Prime Rate plus three percent (3%), which interest shall be calculated and compounded monthly and payable on demand.

17.6 Indulgences and Releases

Either the Lender or the Receiver may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Lender or the Receiver may see fit without prejudice to the Obligations or the right of the Lender and the Receiver to repossess, hold, collect and realize the Collateral.

17.7 No Liability for Failure to Exercise Remedies

The Lender and the Receiver shall not be liable or accountable to the Debtor or to any other person for any failure to exercise any of the rights, powers and remedies set out in Section 5.2, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of the Lender, the Receiver, the Debtor or any other party in respect of the same.

17.8 Proceeds of Disposition

Subject to the claims, if any, of the prior secured creditors of the Debtor, all moneys received by the Lender or by the Receiver pursuant to Section 5.2 shall be applied as follows:

- (a) first, in payment of all costs and expenses incurred by the Lender in the exercise of all or any of the powers granted to it under this agreement and in payment of all of the remuneration of the Receiver and all costs and expenses properly incurred by the Receiver in the exercise of all or any of the powers granted to it under this agreement, including, without limitation, the remuneration, costs and expenses referred to in Section 5.5;
- (b) second, in payment of all amounts of money borrowed or advanced by either of the Lender or the Receiver pursuant to the powers set out in this agreement and any interest thereon;
- (c) third, in payment of the Obligations, provided that if there are not sufficient moneys to pay all of the Obligations, the Lender may apply the moneys available to such part or parts thereof as the Lender, in its sole discretion, may determine; and
- (d) fourth, in payment of any surplus in accordance with applicable law.

17.9 Proceeds of Disposition

If the monies received by the Lender or the Receiver pursuant to Section 5.2 are not sufficient to pay the claims set out in Section 5.8, the Debtor shall immediately pay the Lender the amount of such deficiency.

17.10 Restriction on Debtor

Upon the Lender taking possession of the collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor with respect to the Collateral shall, to the extent permitted by law, be suspended unless specifically continued by the written consent of the Lender; however, all other powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor shall be unaffected by such events.

17.11 Rights Cumulative

All rights and remedies of the Lender set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this agreement.

17.12 Care by the Lender

The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in the Lender's possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

17.13 Standards of Sale

Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) the purchaser or lessee of such Collateral may be a customer of the Lender;
- (c) the disposition may be for cash or credit, or part cash and part credit; and
- (d) the Lender may establish a reserve bid in respect of all or any portion of the Collateral.

17.14 Application by Debtor regarding Receiver

The Debtor hereby irrevocably waives its right to make an application to any court with respect to the appointment, powers or remuneration of the Receiver.

ARTICLE XVIII GENERAL

18.1 Waiver

Any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, may only be waived by the Lender in writing, provided that no such waiver by the Lender shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

18.2 The Lender as Attorney

The Debtor hereby irrevocably appoints the Lender and any person further designated by the Lender to be the attorney of the Debtor for and in the name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and, after the happening of any event by which the security hereby constituted becomes enforceable, to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Lender.

18.3 Further Assurances

The Debtor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, mortgages, transfers and assurances as the Lender shall reasonably require for the better assuring, charging, assigning and conferring unto the Lender a security interest in the Collateral or property intended to be charged hereunder, or which the Debtor may hereafter become bound to charge in favour of the Lender, for the purpose of accomplishing and effecting the intention of this agreement.

18.4 Continuing Security

The security interest constituted hereby shall be deemed to be a continuing security for the Obligations until all of the Obligations from time to time are paid and performed in full and any and all commitments of the Lender in favour of the Debtor have been cancelled under the Credit Agreement and otherwise.

18.5 No Obligation to Advance

Neither the execution nor delivery of this agreement shall obligate the Lender to advance any moneys to the Debtor.

18.6 No Consumer Goods

Notwithstanding any other clause in this agreement, in no event shall goods that are used or acquired for use primarily for personal, family or household purposes form part of the Collateral.

18.7 Notices

All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the applicable address or telefacsimile number, as the case may be, of the party set opposite its name



below or at or to such other address or addresses or telefacsimile number or numbers as either party may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it should be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission:

In the case of the Debtor:	2741854 Ontario Limited 385 Madison Avenue, Toronto, ON M4V 2W7
In the case of the Lender:	HarbourEdge Mortgage Investment Trustee Inc. 40 Huron Street, Suite 200, Collingwood, ON L9Y 4R3

18.8 Assignment

The Lender may assign or transfer this agreement, any of its rights hereunder or any part thereof.

18.9 Successors and Assigns

This agreement shall enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Debtor and its successors and assigns.

18.10 Entire Agreement

This agreement and the agreements referred to herein and any document, agreement or instrument delivered pursuant to such agreements constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and verbal, in respect of the subject matter hereof.

18.11 Receipt of this Agreement

The Debtor hereby acknowledges receipt of an executed copy of this agreement.

18.12 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

18.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

2741854 ONTARIO LIMITED

Per: 
Name: Charles Hunter Milborne
Title: President
I/We have authority to bind the Corporation

SCHEDULE "A"**List of Equipment**

(Debtor to Populate with description):

NIL

A handwritten signature in blue ink, appearing to be "BA" followed by a stylized "CJM".

SCHEDULE "B"**Locations of Collateral**

4618 Erie Avenue, Niagara Falls, Ontario

385 Madison Avenue, Toronto, ON M4V 2W7

Debtor to insert any other locations:



This is Exhibit “68” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA New Registration 1C DRAFT

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 2

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2741854 ONTARIO LIMITED 2741854	385 MADISON AVENUE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐ Inventory ☒ Equipment ☒ Accounts ☒ Other ☒ Motor Veh Incl ☒	No Fixed Date	

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4


APPROVAL SIGNATURE

DATE



ONTARIO PPSA New Registration 1C CONFIRMATION

PPSA Ref File No.: 778631058

Expiry Date: 2023-11-30

Registration Number: 20211130 1202 1590 6601

REGISTRATION TYPE: Personal Property Security Act

CAUTION FILING: N

TERM OF REGISTRATION (YEARS): 2

MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2741854 ONTARIO LIMITED 2741854	385 MADISON AVENUE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.	40 HURON STREET, SUITE 200 COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐	Inventory ☒	Equipment ☒	No Fixed Date	
Accounts ☒	Other ☐	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
BAULKE STAHR MCNABB LLP	150 HURONTARIO STREET, P.O. BOX 100 COLLINGWOOD ON L9Y 3Z4

This is Exhibit “69” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

SCHEDULE TO CHARGE

COLLATERAL CHARGE

This Charge is given as collateral security to the obligations and indebtedness of the Chargor under a Promissory Note of even date in favour of the Chargee securing the principal sum of \$6,600,000.00 together with interest and costs as therein provided (the "**Promissory Note**").

INTEREST RATE

The interest rate is **9.50%** per annum calculated and payable monthly from the date of advance.

INTEREST ADJUSTMENT DATE

The first day of the month coincident with or next following the date that a first advance is made under the Promissory Note. Interest accrues from the date of disbursement of funds to the Chargee's solicitor.

TERM November 30, 2022

CREDIT ADMINISTRATION FEE

A monthly credit administration fee of \$25.00 shall be due and payable on the first day of each month.

REPAYMENT

The Charge shall be repayable in monthly payments of interest only, due and payable on the first (1st) day of the month coincident with or next following the date that the first advance is made under the Promissory Note and on the first day of every month thereafter until repayment in full of the principal amount of all advances have been fully repaid.

All payments to be made under the Promissory Note and this Charge shall be made before 1:00 p.m. including additional payment of principal and also including full payment of principal, failing which, interest shall be charged at the rate set out in this Charge until the next regular banking day.

AMENDMENT TO STANDARD CHARGE TERMS NO. 200033

The first sentence of paragraph 9 of the Standard Charge Terms No. 200033 is deemed to be deleted and replaced by the following wording:

“The Chargee on default of payment or default in performance of any other covenant in this charge contained or implied by law or statute 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 land or sell the land.”

The first sentence of paragraph 13 of the Standard Charge Terms No. 200033 is deemed to be deleted and replaced by the following wording:

“In (i) default of the payment of the interest secured by the Charge or (ii) default of any other covenant in this charge contained or implied by law or statute for at least fifteen (15) days, the

principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the charge shall, at the option of the Chargee, immediately become due and payable.”

AGREEMENT NOT TO ENCUMBER

The Chargor agrees not to further charge/encumber the lands subject to the Charge without the prior written approval from the Chargee failing which this Charge, at the option of the Chargee, shall be in immediate default giving rise to the payment of all amounts owing under the Charge. To the extent that any subsequent charges are permitted, they are permitted only on the grounds that a satisfactory subordination and postponement agreement is entered into with the Chargee.

NON-MERGER

The Chargor’s obligations contained in the mortgage commitment letter date November 22, 2021 (the “**Commitment**”) and the other documentation delivered by the Chargor to the Chargee as part of the completion of the transactions contemplated by the Commitment (collectively, with the Commitment, the “**Loan Documents**”) to the extent that those obligations are not repeated in the Charge and other security referred to in the Commitment, shall survive the execution and registration of the Charge and other security documentation and all advances of funds under the Charge, and the Chargor agrees that those obligations shall not be deemed to be merged in the execution and registration of the Charge and any other security. Default pursuant to the Loan Documents (or any of them) shall, at the option of the Chargee, constitute a default within this Charge.

The Charge is representative of but not totally inclusive of the mortgage loan details. Important and fundamental conditions, terms, provisions and other information are set forth in the Commitment, Loan Documents, schedule of additional provisions and renewal agreements. This Charge should not be interpreted as wholly representative of the mortgage loan. Any examination of the mortgage loan should include an examination of the Commitment, Loan Documents, schedule of additional provisions and renewal agreements in addition to this Charge.

The terms and provisions contained in the Loan Documents between the Chargee and the Chargor in relation to this Charge shall form part of this Charge and shall survive and not merge on the registration of this Charge and shall continue in full force and effect thereafter and in the event of inconsistency, the terms of the Commitment Letter shall prevail.

INDEBTEDNESS

Indebtedness means all moneys and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Chargor, as principal or surety, whether alone or jointly with any other person to the Chargee or by which the Chargee may become a creditor of the Chargor and all interest, damages and costs, and all premiums of insurance upon the buildings, fixtures and improvements now or hereafter brought or erected upon the said property which may be paid by the Chargee and taxes.

CHARGE OF PROPERTY

The Chargor has, at the request of the Chargee, agreed to give this Charge as a continuing collateral security for payment to the Chargee on demand of the Indebtedness. Interest at the interest rate is calculated and payable monthly, not in advance, before and after demand, default and judgment, with interest on overdue interest and on all other amounts charged to the Chargor hereunder at the interest rate.

The Chargor (i) if the property is freehold property, hereby charges the property to the Chargee; or, (ii) if the property is a leasehold interest, hereby charges and sub-leases the property to the Chargee for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Chargor in the lease, in each case to secure the repayment of the Indebtedness and the performance of all of the obligations of the Chargor contained herein. The Chargor hereby releases to the Chargee all its claims upon the property until the Chargor has repaid the Indebtedness and performed all of the obligations of the Chargor in the manner provided by this Charge.

ASSIGNMENT OF RENTS

The Chargor hereby agrees with the Chargee as follows:

- (a) The Chargor hereby assigns and set over to the Chargee all rents payable from time to time under all leases of the property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Chargee;
- (b) Forthwith after making any lease of the Property or any part thereof the Chargor will execute and deliver to the Chargee an assignment in registrable form in the Chargee's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and by the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law;
- (c) Nothing herein contained shall make the Chargee responsible for the collection of rents payable under any lease of the property or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;
- (d) The Chargee shall not by virtue of these presents be deemed a Chargee in possession of the property;
- (e) The Chargee shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of the indebtedness; and
- (f) Notwithstanding anything herein contained no lease of the property or any part thereof made by the Chargor without the consent in writing of the Chargee shall have priority over this Charge.



RECEIVER

Notwithstanding anything herein contained, it is declared and agreed that 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 lands and buildings secured by the Charge (the “**Charged Premises**”), or any part thereof, by instrument in writing appoint any person whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) 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, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

- (a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to:
 - i. collect the rents and profits from tenancies whether created before or after these presents;
 - ii. rent any portion of the Charged Premises which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease;
 - iii. complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor’s materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description;
 - iv. manage, operate, repair, alter or extend the Charged Premises or any part thereof.
- (b) The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.
- (c) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee. The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.
- (d) Every such receiver shall be deemed the agent or attorney of the Chargor and, in any event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions.



- (e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the Charged Premises.
- (f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:
 - i. his remuneration aforesaid;
 - ii. all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;
 - iii. interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to these presents, including taxes;
 - iv. to the Chargee all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;
 - v. and thereafter, every such receiver shall be accountable to the Chargor for any surplus.
- (g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.
- (h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.
- (i) The statutory declaration of an officer of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.
- (j) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.



This is Exhibit “70” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

December 14, 2022

The Milborne Group
385 Madison Avenue
Toronto, Ontario
M4V 2W7

ATTN: Hunter Milborne

Re: Assumption of the 1st mortgage loan to refinance 4578, 4610, 4618, 4584, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario.

We are pleased to advise that Dunn Capital Corporation (hereinafter referred to as the "lender") has approved the following "REVISED mortgage loan" or "credit facility" (hereinafter referred to as the "loan") subject to the terms and conditions as set out below (collectively the "commitment letter").

Please note this financing commitment is for Dunn Capital Corporation to take an assignment of the Harbouredge mortgage and for the Lender and Borrowers to enter into a Mortgage Amending Agreement to include the following terms and conditions.

BORROWERS: 2741854 Ontario Limited & 2678514 Ontario Inc. & 2678517 Ontario Inc.

GUARANTOR: Hunter Milborne
Andrzej Kepinski

LENDER: Dunn Capital Corporation

AMOUNT: \$6,600,000.00

TYPE: 1st Mortgage (open).

TERM: 12 months from the date of initial advance.

INTEREST RATES: The greater of 11% or RBC Prime + 4.55% per annum.

Interest accrues from the date of disbursement of funds to the solicitor of the lender.

FEES:

Commitment fee: A non-refundable commitment fee of **(\$132,000.00)** payable to Dunn Capital Corporation due as follows:

i) \$132,000.00 due upon execution of this commitment letter.

Credit administration fee: A monthly credit administration fee of \$25.00, due on the 1st day of each month.

OTHER FEES: A detailed in attached Schedule "A".

All of the lender's reasonable out of pocket expenses, and all other expenses and costs associated with this "loan", whether or not the transaction contemplated herein is completed, shall be due and payable by the borrower and or guarantor(s) and shall create an interest in the said lands. These payments shall be in addition to any fees or payments for which the borrower may be liable as otherwise specified in any other fee schedules in this proposal.

If the subject loan has not been advanced by the last day for advance as set out in the cancellation section of the commitment letter for any reason other than default by the lender, the lender shall retain the entire commitment fee in partial satisfaction of its time and efforts with respect to the commitment letter.

In the event of any disputes or legal actions involving or arising out of this agreement, the broker and borrower agree the action's jurisdiction (where the action shall be filed and the place of trial named), shall be in the County of Simcoe; and if filed elsewhere they consent to any motion to move the place of trial to Simcoe County and shall pay the Lender's full costs of any such motion.

EXPENSES: Whether or not the transaction contemplated herein is completed, the borrower and the guarantor will be required to pay the lenders direct out of pocket expenses on request of same. Expenses shall include but not be limited to legal fees and disbursements of the lender's solicitors, other professionals or agents used by the lender in connection with the borrowers application and/or commitment letter and/or the loan and security documents arising there from and any costs associated with fixing the rate and/or unwinding a rate fix. In the event this commitment letter is accepted, such disbursements and costs may be deducted from any loan advances.

INTEREST

ADJUSTMENT DATE: The first day of the month coincident with or next following the date that the loan is advanced.
Interest accrues from the date of disbursement of funds to the solicitor of the lender.

REPAYMENT: The borrower undertakes to make monthly payments of interest only, due and payable on the first day of the month until the principal amount of all loan advances and any accrued interest have been repaid in full.

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 from interest from time to time, and both before and after default and judgment, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided from time to 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 on the land.

The borrower agrees that all payments under the promissory note and the charge shall be made before 1:00 p.m., including any additional payment of principal and also including full payout of the promissory note or the charge, failing which interest shall be charged at the rate set out in the promissory note or the charge until the next regular banking day.

PROPERTY TAX: Quarterly payment certificates for all properties contemplated herein as security to be provided to the lender by the borrower confirming all property taxes are current. Any arrears will result in immediate action by the lender to remit to the municipality payment of the tax installments as due and any costs associated will be borne by the borrower.

PREPAYMENT: Permitted without penalty, subject to applicable fees noted in Schedule A attached.

LOAN ADVANCES: An initial mortgage loan advance of **\$6,600,000.00** to the Lender's solicitor in Trust.

CONDITIONS PRECEDENT

- 1) Borrower to provide the lender with a non-draft version of the May 18, 2021 appraisal report addressed to the lender, prepared by Colliers International **4578, 4610, 4618, 4584, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario properties.**
- 2) All property taxes to be paid in full prior to initial advance on the subject lands contemplated herein as security.
- 3) Borrowers to provide the lender with copies of the respective articles of Incorporation.
- 4) 2678514 Ontario Inc. to provide the lender with documentation satisfactory to the lender's solicitor confirming the appropriate resignations of Cheryl Orr as an officer and director and confirmation that all voting and common shares are now owned solely by Andrzej Kepinski.
- 5) Receipt of a favorable opinion by the lender's solicitor regarding the validity and enforceability of the loan security documentation and title to assets as stipulated herein.
- 6) Any and all additional documentation as may reasonably be requested by the lender.

CONDITIONS

ONGOING:

- 1) The borrower and guarantor(s) undertake not to further mortgage or encumber the assets proposed herein as security under this commitment, without prior written approval from the lender, consent by the lender not to be unreasonably withheld.
- 2) Any and all additional documentation as may reasonably be requested by the lender.

SECURITY: The security as outlined below is to be in the lender's standard form, to be satisfactory in form and substance and to be registered as required by the lender and the solicitors of the lender:

- 1) Mortgage collateral to a promissory note in the amount of **\$6,600,000.00** in 1st position on the **4578, 4610, 4618, 4584, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario**
- 2) **properties** (legally described as: PIN #: 64328-0182, 64328-0183, 64328-0186, 4328-0188, 64328-0190, 64328-0191 & 64328-0193, 64328-0257), supported with a resolution and solicitor's letter of opinion.
- 3) Title Insurance
- 4) Unlimited guarantee of advances from **Hunter Milborne**.
- 5) Unlimited Guarantee of advances from **Andrzej Kepinski**, with ILA.
- 6) Written undertaking from the borrower and guarantor(s) agreeing not to further mortgage or encumber the assets proposed as security under this commitment, without prior written approval from the lender.
- 7) Lender to be named as an additional insured on the borrower liability insurance policies of no less than \$5,000,000.00 each in form and content satisfactory to the lender evident.
- 8) In the event of default Hunter Milbourne assigns Dunn Capital Corporation his Share of the Lora Bay Vendor Take Back Mortgage. Said proceeds will be a permanent pay down of the mortgage principal.
- 9) Such other security as the lender may reasonably request.

ASSIGNMENT:

The borrower hereby acknowledges that this commitment when accepted and any security in furtherance thereof may be assigned by the lender from time to time at its cost.

SOLICITOR:

The solicitor acting for the lender and who are independent of the borrower will be:

Firm: Baulke, Stahr, McNabb
Contact: Ryan Baulke
Address: 150 Hurontario St,
Collingwood, Ontario
L9Y 3Z4

All legal costs associated with this transaction will be borne by the borrower.

ADVANCE DATE:

On or before December 30 2022

(Interest shall accrue to the borrower from the scheduled advance date)

CANCELLATION:

In addition to any other reasons for cancellation as set out in this commitment letter, if for any reason whatsoever the loan advance has not been made no later than **December 31, 2022** ("the cancellation date), the lender may cancel its obligations under this commitment letter and any costs associated thereto will be borne by the borrower.

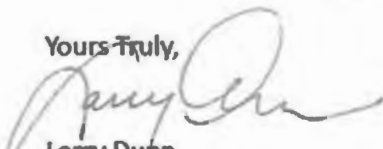
ACCEPTANCE

& EXPIRY OF OFFER: This commitment letter must be accepted by the borrower and guarantor(s) in the space provided below and returning same to the lender, by no later than 5:00 pm on **December 19, 2022**.

If this commitment letter is not accepted as aforesaid this financing commitment will be null and void.

The parties hereto agree that the signatures and or initials on this commitment letter or its acceptance, rejection or modification can be transmitted by fax transmission and that communication by such means will be legal and binding on all parties hereto.

Yours Truly,

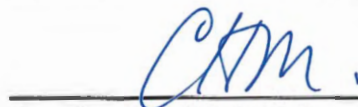


Larry Dunn
President

You agree that you have read the Commitment Letter and you understand it.

Accepted this the 20 day of December ,2022.

2741854 Ontario Limited & 2678514 Ontario Inc. & 2678517 Ontario Inc. (Borrowers)

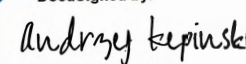


I have the authority to bind the corporation.

Hunter Milborne (Guarantor)



Andrzej Kepinski (Guarantor)

DocuSigned by:

25E444DAC092470...

SCHEDULE "A"
ADMINISTRATION/SERVICING and PROGRESS FEE'S

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any missed or late installment and for processing each NSF cheque or other returned payments the Chargor shall pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for any insurance cancellations, premium payments or other non-compliance with the insurance requirements, the Chargor shall pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each property tax statement the lender requests of the municipality for failure by the borrower to adhere to the tax reporting conditions as set out herein they will pay to the Chargee the sum of Two Hundred Fifty Dollars (\$250.00) on the first occasion, Five Hundred Dollars (\$500.00) on the 2nd occasion and One Thousand Dollars (\$1,000.00) thereafter.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they shall pay to the Chargee the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each default proceeding or action instituted.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each mortgage statement prepared, the Chargor shall pay the Chargee the sum of One Hundred Dollars (\$100.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for attending to take possession following default, the Chargor shall pay to the Chargee the sum of One Thousand Five Hundred Dollars (\$1,500.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for administering maintenance and security of each property in our possession, the Chargor shall pay to the Chargee the sum of One Thousand Dollars (\$1,000.00) per day.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that for each site inspection required by the Chargee following default, the Chargor shall pay to the Chargee the sum of Seven Hundred Fifty Dollars (\$750.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that upon discharge, mortgage assumption, mortgage postponement, mortgage assignment of each property, the Chargor shall pay to the Chargee the sum of Three Hundred Fifty Dollars (\$350.00).

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that they will pay to the Chargee a monthly credit administration fee of Twenty-Five Dollars (\$25.00) on the 1st day of each month.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by the Chargor that a daily per diem charge of Three Hundred & Seventy Five Dollars per day (\$375.00) for every day the mortgage remains unpaid beyond the expiry date as set out in this commitment letter, will be paid by the Chargor to the Chargee.

This is Exhibit “71” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Dunn Capital Corporation
40 Huron Street, Suite 200
Collingwood, Ontario
L9Y 4R3

Date January 24, 2023

\$6,600,000.00

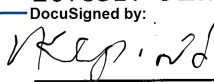
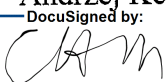
On Demand for value received the undersigned jointly and severally promise(s) to pay to **DUNN CAPITAL CORPORATION (the Lender")** or order at the above noted location, in lawful money of Canada, the lesser of –

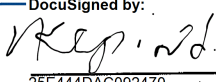
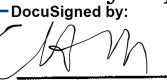
- i) The principal sum Six Million Six Hundred Thousand (\$6,600,000.00) CANADIAN DOLLARS (together with interest as determinable below)
- And
- ii) The unpaid principal balance of all advances (together with interest as determinable below) made by the Lender to the undersigned as recorded by the Lender in its records.

The Lender shall record in its records the amount of all advances made under, payments made in respect of, and all other amounts becoming due to the Lender under this Note (collectively the "Entries"). The Lenders records constitute in the absence of manifest error, conclusive evidence of the indebtedness of the undersigned to the Lender pursuant to this Note. The Entries shall be indicated on the statement of account or accounts (the "Statement of Account"). Unless within thirty (30) days of the date of the Statement of Account (the "Statement Date"), the undersigned claims and establishes that an error has been made in the Entries, the Undersigned shall be precluded after the Statement Date from objecting to the Entries listed on the Statement of Account and after the Statement Date the Entries shall then be admissible in any proceedings as full and conclusive evidence of the principal and accrued interest and shall be binding on the undersigned to the same extent and effect as though all the Entries had been made pursuant to written instructions from the undersigned.

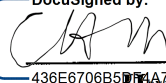
At no time shall the outstanding principal balance of this Grid Note in conjunction here will exceed Six **Million Six Hundred Thousand (\$6,600,000.00) Canadian Dollars.**

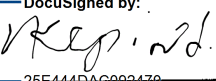
The principal amount (including any overdue interest) outstanding hereunder shall bear interest calculated **Monthly** from and including the date hereof until paid, before and after default or judgment, at the Lender's rate of the great of **11.00% or the Royal Bank of Canada Prime Rate plus 4.55%, Per Annum.**

2678517 Ontario Inc.
DocuSigned by:

25E444DAC092470...
Andrzej Kepinski, President
DocuSigned by:

436E6706B5DF4A7...
Charles Hunter Milborne, Secretary
We have authority to bind the Corporation.

2678514 Ontario Inc.
DocuSigned by:

25E444DAC092470...
Andrzej Kepinski, President
DocuSigned by:

436E6706B5DF4A7...
Charles Hunter Milborne, Secretary
We have authority to bind the Corporation

2741854 Ontario Limited
DocuSigned by:

436E6706B5DF4A7...
Charles Hunter Milborne, President
I have authority to bind the Corporation
DocuSigned by:

436E6706B5DF4A7...
Hunter Milborne

DocuSigned by:

25E444DAC092470...
Andrzej Kepinski

This is Exhibit “72” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the 25th day of January, 2023.

BETWEEN:

HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
(the “Assignor”)

and

DUNN CAPITAL CORPORATION
(the “Assignee”)

RECITALS:

- A.** 2741854 Ontario Limited, 2678514 Ontario Inc. and 2678517 Ontario Inc. (collectively, the “**Borrowers**” and each a “**Borrower**”) are indebted to the Assignor pursuant to that certain promissory note given by the Borrowers in favour of the Assignor dated November 30, 2021 in the principal amount of \$6,600,000.00 (the “**Promissory Note**” and the indebtedness evidenced thereby, the “**Loan**”).
- B.** The Assignee has agreed to purchase from the Assignor, and the Assignor has agreed to assign absolutely to the Assignee, all of the Assignor’s legal and beneficial rights estate and interest in and to the Promissory Note and the Loan and Security Documents (as defined below) that are now or hereafter obtained or acquired by or on behalf of the Assignor or in respect of which the Assignor now or hereafter has any legal or beneficial rights including, without limitation in relation to monies owing to the Assignor by the Borrower (the “**Assigned Assets**”);
- C.** As of the date hereof, the total amount outstanding under the Loans as of the date hereof, including all principal, accrued interest and other charges as detailed on Schedule “A” hereto, is \$6,645,290.40 (the “**Loan Balance**”).

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly defined, the following terms shall have the following corresponding meanings:

“**Agreement**” means this Assignment Agreement.

- 2 -

“Assigned Assets” has the meaning given to it in the recitals to this Agreement.

“Assignee” has the meaning given to it in the preamble to this Agreement.

“Assignor” has the meaning given to it in the preamble to this Agreement.

“Borrowers” has the meaning given to it in the recitals to this Agreement.

“Business Day” means any day which is not a Saturday, a Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the Town of Collingwood, Ontario are open for business during normal banking hours.

“Commitment Letter” means the commitment letter dated November 18, 2021 among the Assignor, the Borrowers and the Guarantors pursuant to which the Assignor agreed to provide the Borrower a credit facility in the amount of \$6,600,000.00.

“Debtors” means the Borrowers and the Guarantors.

“Guarantors” means Charles Hunter Milborne and Andrzej Roman Kepinski

“Loan” has the meaning given to it in the recitals to this Agreement.

“Loan and Security Documents” means, without limitation (i) the Promissory Note, (ii) the Guarantees of the Indebtedness given by the Guarantors in favour of the Assignor dated as of November 30, 2023, (iii) the General Security Agreements provided by the Borrowers in favour of the Assignor dated as of November 30, 2023, (iv) the charge of land registered as instrument SN702993 on the properties identified by PINs 64328-0182, 64328-0186, 64328-0190, 64328-0191 and 64328-0193 owned by 2678514 Ontario Inc., (v) the charge of land registered as instrument SN702994 on the properties identified by PINs 64328-0183 and 64328-0257 owned by 2678517 Ontario Inc., (vi) the charge of land registered as instrument SN702995 on the property identified by PIN 64328-0188 owned by 2741854 Ontario Limited, (vii) the assignment of rents registered as instrument SN702996 against all of the above referenced properties owned by the Borrowers, (viii) the First Canadian Title Insurance Policy bearing Policy Number 211124004275, to the extent assignable and provided that any assignment fees charged by such insurer shall be the sole responsibility of the Assignee, (ix) the Commitment Letter, and (x) any and all documents supporting any of the foregoing or otherwise delivered pursuant to the Commitment Letter, including standard charge terms, insurance assignments (the **“Insurance Assignments”**), undertakings, covenants, declarations and financing statements registered in relation to any of the foregoing.

“Loan Balance” has the meaning given to it in the recitals to this Agreement.

“Promissory Note” has the meaning given to it in the recitals to this Agreement.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - Time is of the essence in and of this Agreement and every part hereof in the performance of the parties' respective obligations. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.
- (b) **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end, unless otherwise expressly provided.
- (c) **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** - Where the word "including" or "includes" is used in this Agreement, it means "including without limitation" or "includes without limitation".
- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.
- (h) **Consent** - Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its, his or her approval or consent.

1.3 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

ARTICLE II ASSIGNMENT OF ASSIGNED ASSETS

2.1 Recitals Correct

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

2.2 Assignment by Assignor

In consideration of payment by the Assignee to the Assignor of the sum of \$6,645,290.40, the Assignor hereby absolutely, unconditionally and irrevocably assigns, transfers, sets over and conveys to the Assignee, the Assigned Assets together with:

- (a) The full and absolute benefit of all covenants, agreements, obligations, terms, conditions, representations and warranties of any nature or kind whatsoever arising from or connection with the Assigned Assets.
- (b) The full Loan Balance owing by the Borrower under the Assigned Assets together with the full benefit of all choses in action and rights of demand and recovery in relation thereto.

2.3 Insurance

Without limiting the generality of Section 2.2, the Assignor hereby assigns, transfers, sets over and conveys to the Assignee and hereby releases, all of the rights, title and interest, if any, of the Assignor in and to all insurance policies relating to the Insurance Assignments and without limitation insurance proceeds related to the Assigned Assets.

2.4 Assignors Covenants, Warranties and Representations

The Assignor covenants, warrants and represents to the Assignee as follows:

- (a) the Assignor has good right, full corporate power and absolute authority to enter into this Agreement and to assign and transfer the Assigned Assets to the Assignee in the manner contemplated herein and to perform all of the Assignor's obligations under this Agreement.
- (b) The Assigned Assets are in full force and effect, and that the copies thereof heretofore delivered to the Assignee are true and correct copies.
- (c) The Assignor has not currently assigned or pledged to any other person an interest in the Assigned Assets.
- (d) Each of the Assigned Assets is in full force and effect and constitutes a legal, valid and binding obligation of the Debtors.

- 5 -

- (e) The Loan Balance owing is absolute and unconditional without any right of set off or defence and the Assignor has not knowledge of any claims or potential claims that the Borrower may have against the Assignor that could give rise to set off against the Loan Balance or a defence to recovery of the full Loan Balance.
- (f) the Assignor is a corporation duly incorporated and organized and subsisting under the laws of Ontario, with full capacity, power and authority to enable it to enter into this Transfer and to execute, deliver and perform the obligations under this Transfer and all necessary corporate acts and proceedings have been duly taken to authorize the execution and delivery and performance of this Transfer.

2.5 Indemnity

The Assignor, hereby indemnifies the Assignee from any loss, demands, claims, costs, fees, interest or expenses that may result from any claim, or demand or assertion by any of the Debtors that the Loan Balance is not in fact the amounts owing as set out this Agreement or that any one or more of the Debtors has a claim to set off or defence in relation to any of the Assigned Assets that would thereby limit in any way the amount owing under the Loan and Security Documents or that might challenge the validity of the security created under the Assigned Assets.

2.6 Notice

The Assignor shall execute and deliver a notice to the Debtors in substantially the form attached as Schedule "B".

ARTICLE III GENERAL

3.1 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such Notice must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified from time to time):

The Assignor:

HabourEdge Mortgage Investment Trustee Inc.
40 Huron Street, Suite 200
Collingwood, Ontario
Canada L9Y 4R3

The Assignee:

- 6 -

Dunn Capital Corporation
40 Huron Street, Suite 300
Collingwood, Ontario
Canada L9Y 4R3

3.2 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

3.3 Severability

If any provision of this Agreement or portion thereof or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

3.4 Successors and Assigns

This Agreement and all rights and obligations arising from same shall extend to and be binding and enure to the benefit of the parties hereto and their respective successors and assigns.

3.5 Execution by Electronic Transmission

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

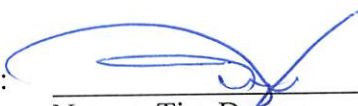
3.6 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

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

**HARBOUREDGE MORTGAGE
INVESTMENT TRUSTEE INC.**

Per: 

Name: Tim Dwyer

Title: President

DUNN CAPITAL CORPORATION

Per: _____

Name: Larry Dunn

Title: President

SCHEDULE "A" LOAN BALANCE

HarbourEdge

MORTGAGE INVESTMENT CORPORATION

40 Huron Street
Suite 200
Collingwood, ON
L9Y 4R3

T 705.443.8156
F 705.443.8158

MORTGAGE DISCHARGE STATEMENT MTG ID 565

Borrowers: 2741854 Ontario Limited & 2678514 Ontario Inc. & 2678517 Ontario Inc.
Guarantors: Hunter Milborne & Andrzej Kepinski
Security: 4578, 4610, 4618, 4584, 4638, & 4624 Erie Avenue Niagara Falls Ontario & 4254 Park Street Niagara Falls, Ontario

Statement Date: January 25, 2023

A) Principal Outstanding	Mtg # 565		6,600,000.00		6,600,000.00
				\$	
B) Accrued Interest	Mtg # 565	Per diem \$1717.81	42,945.25		42,945.25
				\$	
C) Other Fees		Discharge Fees Statement Fees Credit Admin Fees Legal Fees Total Other Fees Due on Closing	350.00		
			100.00		
			25.00		
			1,870.15		
				\$	2,345.15
D) Other Disbursements			\$ -		
Total amount dues as at January 25, 2023					<u>\$ 6,645,290.40</u>

The borrower agrees that all payments under the promissory note and the charge shall be made before 1:00 p.m., including any additional payment of principal and also including full payment of the promissory note or the charge, failing which interest shall be charged at the rate set out in the promissory note or the charge until the next regular banking day.

(Errors and omissions excepted)

HarbourEdge Mortgage Investment Corporation

Tim Dwyer, President
I have the authority to bind the Corporation

SCHEDULE "B"
NOTICE AND DIRECTION

TO: 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC. & 2678517 ONTARIO INC.
 (the "Borrower")

AND CHARLES HUNTER MILBORNE & ANDRZEJ ROMAN KEPINSKI
TO: (the "Guarantors")

RE: HarbourEdge Mortgage Investment Trustee Inc. (the "Assignor") assignment to Dunn Capital Corporation (the "Assignee") of (collectively, the "Assigned Assets") (i) those promissory note given by the Borrowers in favour of the Assignor dated November 30, 2021, (ii) the Guarantees of the indebtedness under such promissory note given by the Guarantors in favour of the Assignor dated as of November 30, 2021, (iii) the General Security Agreements provided by the Borrowers in favour of the Assignor dated as of November 30, 2021, (iv) the charge of land registered as instrument SN702993 on the properties identified by PINs 64328-0182, 64328-0186, 64328-0190, 64328-0191 and 64328-0193 owned by 2678515 Ontario Inc., (v) the charge of land registered as instrument SN702994 on the properties identified by PINs 64328-0183 and 64328-0257 owned by 2678517 Ontario Inc., (vi) the charge of land registered as instrument SN702995 on the property identified by PIN 64328-0188 owned by 2741854 Ontario Limited, (vii) the assignment of rents registered as instrument SN702996 against all of the above referenced properties owned by the Borrowers, (viii) the First Canadian Title Insurance Policy bearing Policy Number 211124004275, to the extent assignable and provided that any assignment fees charged by such insurer shall be the sole responsibility of the Assignee, (ix) the Commitment Letter, and (x) any and all documents supporting any of the foregoing or otherwise delivered pursuant to the Commitment Letter

NOTICE IS HEREBY GIVEN of the assignment of the Assigned Assets to:

Dunn Capital Corporation
 40 Huron Street, Suite 300
 Collingwood, Ontario
 Canada L9Y 4R3

Effective January 25, 2023.

YOU ARE HEREBY DIRECTED to make all future payments due and owing pursuant to the Assigned Assets to DUNN CAPITAL CORPORATION at the address specified above and this shall be your good and sufficient authority for so doing.

Dated January 25, 2023.

**HARBOUREDGE MORTGAGE
 INVESTMENT TRUSTEE INC.**

Per: _____

Name: Tim Dwyer
 Title: President

DIRECTION

TO: Dunn Capital Corporation
AND TO: Cowan & Vaillancourt, its solicitor
RE: Assignment of Loans and Security given by 2741854 Ontario Limited, 2678514 Ontario Inc. and 2678517 Ontario Inc. in favour of HarbourEdge Mortgage Investment Trustee Inc. pursuant to that certain Assignment Agreement dated as of January 25, 2023 (the "Assignment Agreement")

The undersigned hereby directs you to pay the sum required under section 2.2 of the Assignment Agreement to its solicitor, Baulke Stahr McNabb LLP, or as they may direct, and this shall constitute your sufficient authority for so doing.

Dated this 25th day of January, 2023.

**HARBOUREDGE MORTGAGE
INVESTMENT TRUSTEE INC.**

Per:



Name: Tim Dwyer
Title: President

**NOTICE AND
DIRECTION**

TO: 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC. & 2678517 ONTARIO INC.
(the "Borrower")

AND CHARLES HUNTER MILBORNE & ANDRZEJ ROMAN KEPINSKI
TO: (the "Guarantors")

RE: HarbourEdge Mortgage Investment Trustee Inc. (the "Assignor") assignment to Dunn Capital Corporation (the "Assignee") of (collectively, the "Assigned Assets") (i) those promissory note given by the Borrowers in favour of the Assignor dated November 30, 2021, (ii) the Guarantees of the indebtedness under such promissory note given by the Guarantors in favour of the Assignor dated as of November 30, 2021, (iii) the General Security Agreements provided by the Borrowers in favour of the Assignor dated as of November 30, 2021, (iv) the charge of land registered as instrument SN702993 on the properties identified by PINs 64328-0182, 64328-0186, 64328-0190, 64328-0191 and 64328-0193 owned by 2678515 Ontario Inc., (v) the charge of land registered as instrument SN702994 on the properties identified by PINs 64328-0183 and 64328-0257 owned by 2678517 Ontario Inc., (vi) the charge of land registered as instrument SN702995 on the property identified by PIN 64328-0188 owned by 2741854 Ontario Limited, (vii) the assignment of rents registered as instrument SN702996 against all of the above referenced properties owned by the Borrowers, (viii) the First Canadian Title Insurance Policy bearing Policy Number 211124004275, to the extent assignable and provided that any assignment fees charged by such insurer shall be the sole responsibility of the Assignee, (ix) the Commitment Letter, and (x) any and all documents supporting any of the foregoing or otherwise delivered pursuant to the Commitment Letter

NOTICE IS HEREBY GIVEN of the assignment of the Assigned Assets to:

Dunn Capital Corporation
40 Huron Street, Suite 300
Collingwood, Ontario
Canada L9Y 4R3

Effective January 25, 2023.

YOU ARE HEREBY DIRECTED to make all future payments due and owing pursuant to the Assigned Assets to DUNN CAPITAL CORPORATION at the address specified above and this shall be your good and sufficient authority for so doing.

Dated January 25, 2023.

**HARBOUREDGE MORTGAGE
INVESTMENT TRUSTEE INC.**

Per: 

Name: Tim Dwyer
Title: President

This is Exhibit “73” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

AMENDING AGREEMENT

THIS AGREEMENT is made as of the 25 day of January, 2023.

BETWEEN:

DUNN CAPITAL CORPORATION
(the “**Chargee**”)

AND

2678514 ONTARIO INC.
(the “**Chargor**”)

RECITALS:

- A. By a commitment letter dated November 22, 2011 (the “**Original Commitment Letter**”) with the original Chargee, HarbourEdge Mortgage Investment Trustee Inc. (the “**Original Chargee**”), agreed to provide the Chargor with a loan to be secured by a charge on certain real property owned by the Chargor (the “**Loan**”).
- B. The Chargor entered into a grid promissory note in favour of the Original Chargee, in the principal amount of \$ 6,600,000.00 as evidence of indebtedness of the Loan (the “**Original Grid Note**”).
- C. By a Charge/Mortgage of Land registered as Instrument No. SN702993, the Chargor gave a Charge/Mortgage of Land upon the lands described therein (the “**Lands**”) in favour of the Original Chargee to collaterally secure the obligations owing under the Original Grid Note (as may be amended from time to time, the “**Charge**”).
- D. The Original Chargee has assigned the Original Commitment Letter, the Loan, the Original Grid Note and the Charge to the Chargee;
- E. The Chargor and the Chargee entered into a renewal agreement (the “**Renewal Agreement**”) pursuant to which the Chargee has agreed renew the Loan at an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly.
- F. The Chargors entered into a further grid promissory note in favour of the Chargee dated January 27, 2023 as evidence of the amended loan with an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly (the “**New Grid Note**”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

- 2 -

1. The parties hereto agree to amend the Charge from and including the date hereof as follows:
 - (a) **Interest Rate:** The "Interest Rate" in Charge shall be amended to the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55%;
 - (b) **Term:** February 1, 2024;
 - (c) **Schedule to Charge:**
 - (i) The defined term "Original Commitment" shall be amended to mean, collectively, the Original Commitment Letter and the Renewal Agreement;
 - (ii) All references to the Promissory Note shall be amended to mean the New Grid Note.
2. The parties agree that the Original Commitment Letter and Loan is hereby amended to reflect the aforementioned amendments and the terms of the Renewal Agreement and the New Grid Note.
3. In all other respects the parties hereto confirm the terms and conditions contained the Charge.
4. The parties hereby authorize the Chargee's solicitor to register this agreement on title to the Lands pursuant to a notice under section 71 of the Land Titles Act, such agreement to be deleted by the Land Registrar when the Charge to which this agreement relates is deleted. This shall constitute the good and sufficient authority for the Chargee's solicitor to sign such notice for registration in the Teraview land titles system on each party's behalf.
5. Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands and not a party hereto liable to pay the principal money or the rights of any such person, all of which rights are hereby reserved.
6. The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.
7. This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

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

DUNN CAPITAL CORPORATION

DocuSigned by:
Per: Larry Dunn
12B5F8F5FCCB432
Name: Larry Dunn, President
I have authority to bind the Corporation

2678514 ONTARIO INC.

Per: _____
Name: Andrzej Kepinski, President

Per: _____
Name: Charles Hunter Milborne, Secretary
I/We have authority to bind the Corporation

Guarantor: Andrzej Kepinski

Guarantor: Charles Hunter Milborne

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

DUNN CAPITAL CORPORATION

Per: _____
 Name: Larry Dunn, President
 I have authority to bind the Corporation

2678514 ONTARIO INC.

DocuSigned by:
 Per: Kepinski
 Name: Andrzej Kepinski, President

DocuSigned by:
 Per: CHM
 Name: Charles Hunter Milborne, Secretary

I/We have authority to bind the Corporation

DocuSigned by:
Kepinski
 Guarantor: Andrzej Kepinski

DocuSigned by:
CHM
 Guarantor: Charles Hunter Milborne

This is Exhibit “74” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

AMENDING AGREEMENT

THIS AGREEMENT is made as of the day of January, 2023.

BETWEEN:

DUNN CAPITAL CORPORATION
(the “**Chargee**”)

AND

2678517 ONTARIO INC.
(the “**Chargor**”)

RECITALS:

- A. By a commitment letter dated November 22, 2011 (the “**Original Commitment Letter**”) with the original Chargee, HarbourEdge Mortgage Investment Trustee Inc. (the “**Original Chargee**”), agreed to provide the Chargor with a loan to be secured by a charge on certain real property owned by the Chargor (the “**Loan**”).
- B. The Chargor entered into a grid promissory note in favour of the Original Chargee, in the principal amount of \$ 6,600,000.00 as evidence of indebtedness of the Loan (the “**Original Grid Note**”).
- C. By a Charge/Mortgage of Land registered as Instrument No. SN702994, the Chargor gave a Charge/Mortgage of Land upon the lands described therein (the “**Lands**”) in favour of the Original Chargee to collaterally secure the obligations owing under the Original Grid Note (as may be amended from time to time, the “**Charge**”).
- D. The Original Chargee has assigned the Original Commitment Letter, the Loan, the Original Grid Note and the Charge to the Chargee;
- E. The Chargor and the Chargee entered into a renewal agreement (the “**Renewal Agreement**”) pursuant to which the Chargee has agreed renew the Loan at an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly.
- F. The Chargors entered into a further grid promissory note in favour of the Chargee dated January 27, 2023 as evidence of the amended loan with an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly (the “**New Grid Note**”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

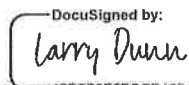
- 2 -

1. The parties hereto agree to amend the Charge from and including the date hereof as follows:
 - (a) **Interest Rate:** The "Interest Rate" in Charge shall be amended to the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55%;
 - (b) **Term:** February 1, 2024;
 - (c) **Schedule to Charge:**
 - (i) The defined term "Original Commitment" shall be amended to mean, collectively, the Original Commitment Letter and the Renewal Agreement;
 - (ii) All references to the Promissory Note shall be amended to mean the New Grid Note.
2. The parties agree that the Original Commitment Letter and Loan is hereby amended to reflect the aforementioned amendments and the terms of the Renewal Agreement and the New Grid Note.
3. In all other respects the parties hereto confirm the terms and conditions contained the Charge.
4. The parties hereby authorize the Chargee's solicitor to register this agreement on title to the Lands pursuant to a notice under section 71 of the Land Titles Act, such agreement to be deleted by the Land Registrar when the Charge to which this agreement relates is deleted. This shall constitute the good and sufficient authority for the Chargee's solicitor to sign such notice for registration in the Teraview land titles system on each party's behalf.
5. Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands and not a party hereto liable to pay the principal money or the rights of any such person, all of which rights are hereby reserved.
6. The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.
7. This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

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

DUNN CAPITAL CORPORATION

Per: 
Name: Larry Dunn, President
I have authority to bind the Corporation

2678517 ONTARIO INC.

Per: _____
Name: Andrzej Kepinski, President

Per: _____
Name: Charles Hunter Milborne, Secretary
I/We have authority to bind the Corporation

Guarantor: Andrzej Roman Kepinski

Guarantor: Charles Hunter Milborne

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

DUNN CAPITAL CORPORATION

Per: _____

Name: Larry Dunn, President

I have authority to bind the Corporation

2678517 ONTARIO INC.

DocuSigned by: _____

Per: _____

Name: Andrzej Kepinski, President

DocuSigned by: _____

Per: _____

Name: Charles Hunter Milborne, Secretary

I/We have authority to bind the Corporation

DocuSigned by: _____

Guarantor: Andrzej Roman Kepinski

DocuSigned by: _____

Guarantor: Charles Hunter Milborne

This is Exhibit “75” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

AMENDING AGREEMENT

THIS AGREEMENT is made as of the 25 day of January, 2023.

BETWEEN:

DUNN CAPITAL CORPORATION
(the "**Chargee**")

AND

2741854 ONTARIO LIMITED
(the "**Chargor**")

RECITALS:

- A. By a commitment letter dated November 22, 2011 (the "**Original Commitment Letter**") with the original Chargee, HarbourEdge Mortgage Investment Trustee Inc. (the "**Original Chargee**"), agreed to provide the Chargor with a loan to be secured by a charge on certain real property owned by the Chargor (the "**Loan**").
- B. The Chargor entered into a grid promissory note in favour of the Original Chargee, in the principal amount of \$ 6,600,000.00 as evidence of indebtedness of the Loan (the "**Original Grid Note**").
- C. By a Charge/Mortgage of Land registered as Instrument No. SN702995, the Chargor gave a Charge/Mortgage of Land upon the lands described therein (the "**Lands**") in favour of the Original Chargee to collaterally secure the obligations owing under the Original Grid Note (as may be amended from time to time, the "**Charge**").
- D. The Original Chargee has assigned the Original Commitment Letter, the Loan, the Original Grid Note and the Charge to the Chargee;
- E. The Chargor and the Chargee entered into a renewal agreement (the "**Renewal Agreement**") pursuant to which the Chargee has agreed renew the Loan at an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly.
- F. The Chargors entered into a further grid promissory note in favour of the Chargee dated January 27, 2023 as evidence of the amended loan with an interest rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55% per annum, compounded monthly (the "**New Grid Note**").

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

- 2 -

1. The parties hereto agree to amend the Charge from and including the date hereof as follows:
 - (a) **Interest Rate:** The "Interest Rate" in Charge shall be amended to the greater of 11% or the Royal Bank of Canada Prime Rate plus 4.55%;
 - (b) **Term:** February 1, 2024;
 - (c) **Schedule to Charge:**
 - (i) The defined term "Original Commitment" shall be amended to mean, collectively, the Original Commitment Letter and the Renewal Agreement;
 - (ii) All references to the Promissory Note shall be amended to mean the New Grid Note.
2. The parties agree that the Original Commitment Letter and Loan is hereby amended to reflect the aforementioned amendments and the terms of the Renewal Agreement and the New Grid Note.
3. In all other respects the parties hereto confirm the terms and conditions contained the Charge.
4. The parties hereby authorize the Chargee's solicitor to register this agreement on title to the Lands pursuant to a notice under section 71 of the Land Titles Act, such agreement to be deleted by the Land Registrar when the Charge to which this agreement relates is deleted. This shall constitute the good and sufficient authority for the Chargee's solicitor to sign such notice for registration in the Teraview land titles system on each party's behalf.
5. Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands and not a party hereto liable to pay the principal money or the rights of any such person, all of which rights are hereby reserved.
6. The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.
7. This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

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

DUNN CAPITAL CORPORATION

DocuSigned by:
Per: Larry Dunn
12B6F8F6F6C8B433
Name: Larry Dunn, President
I have authority to bind the Corporation

2741854 ONTARIO LIMITED

Per: _____
Name: Charles Hunter Milborne,
President,
I have authority to bind the Corporation

Guarantor: Andrzej Roman Kepinski

Guarantor: Charles Hunter Milborne

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

DUNN CAPITAL CORPORATION

Per: _____

Name: Larry Dunn, President

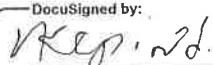
I have authority to bind the Corporation

2741854 ONTARIO LIMITED

DocuSigned by:
Per: 

Name: Charles Hunter Milborne,
President,

I have authority to bind the Corporation

DocuSigned by:


25073111AC092470
Guarantor: Andrzej Roman Kepinski

DocuSigned by:


436E6706B5DF4A7
Guarantor: Charles Hunter Milborne

This is Exhibit “76” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LRO # 59 Notice

Received as SN755663 on 2023 01 25 at 14:33

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

yyyy mm dd Page 1 of 5

Properties

PIN 64328 - 0188 LT
 Description PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS
 Address 4618 ERIE AVE
 NIAGARA FALLS

Consideration

Consideration \$1.00

Applicant(s)

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

Name 2741854 ONTARIO LIMITED
 Address for Service 385 Madison Avenue, Toronto, Ontario
 M4V 2W7

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 DUNN CAPITAL CORPORATION
 Address for Service 300-40 Huron St, Collingwood, Ontario L9Y 4R3

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, SN702995 registered on 2021/12/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Jason Samuel Cowan 47 Hurontario St. acting for Signed 2023 01 25
 Collingwood
 L9Y 2L7 Applicant(s)

Tel 705-446-2000

Fax 705-446-1044

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

Submitted By

Cowan & Vaillancourt LLP 47 Hurontario St. 2023 01 25
 Collingwood
 L9Y 2L7

Tel 705-446-2000

Fax 705-446-1044

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
 Total Paid \$69.00

File Number

Party To Client File Number : 23-0020

This is Exhibit “77” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN	64328 - 0182 LT
Description	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS
Address	4578 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0186 LT
Description	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174 ; NIAGARA FALLS
Address	4610 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0190 LT
Description	PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY) ; NIAGARA FALLS
Address	4254 PARK STREET NIAGARA FALLS
PIN	64328 - 0191 LT
Description	LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ; NIAGARA FALLS
Address	4638 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0193 LT
Description	LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS
Address	4638 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0183 LT
Description	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900 ; NIAGARA FALLS
Address	4584 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0257 LT
Description	PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS
Address	4624 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0188 LT
Description	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS
Address	4618 ERIE AVE NIAGARA FALLS

Source Instruments

Registration No.	Date	Type of Instrument
SN702993	2021 12 01	Charge/Mortgage
SN702994	2021 12 01	Charge/Mortgage
SN702995	2021 12 01	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name	HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC.
Address for Service	40 Huron Street, Suite 200 Collingwood, Ontario Canada L9Y 4R3

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.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	DUNN CAPITAL CORPORATION
Address for Service	40 Huron Street, Suite 300 Collingwood, Ontario Canada L9Y 4R3

Statements

The chargee transfers the selected charge for \$6,645,290.40

This document relates to registration number(s)SN702996

Signed By

Ryan Douglas Baulke

150 Hurontario St., PO Box 100
Collingwood
L9Y 3Z4

acting for
Transferor(s)

Signed

2023 01 25

Tel 705-445-4930

Fax 705-445-1871

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

Jason Samuel Cowan

47 Hurontario St.
Collingwood
L9Y 2L7

acting for
Transferee(s)

Signed

2023 01 25

Tel 705-446-2000

Fax 705-446-1044

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

Submitted By

Cowan & Vaillancourt LLP

47 Hurontario St.
Collingwood
L9Y 2L7

2023 01 25

Tel 705-446-2000

Fax 705-446-1044

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

This is Exhibit “78” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN

64328 - 0183 LT

Description

PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & TW
RO456900 ; NIAGARA FALLS

Address

4584 ERIE AVENUE
NIAGARA FALLS

PIN

64328 - 0257 LT

Description

PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS

Address

4624 ERIE AVENUE
NIAGARA FALLS

Consideration

Consideration \$1.00

Applicant(s)

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

Name

2678517 ONTARIO INC.

Address for Service

385 Madison Avenue, Toronto, Ontario
M4V 2W7

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

DUNN CAPITAL CORPORATION

Address for Service

300-40 Huron St, Collingwood, Ontario L9Y 4R3

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, SN702994 registered on 2021/12/01 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Jason Samuel Cowan

47 Hurontario St.
Collingwood
L9Y 2L7

acting for
Applicant(s)

Signed

2023 01 25

Tel

705-446-2000

Fax

705-446-1044

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

Submitted By

Cowan & Vaillancourt LLP

47 Hurontario St.
Collingwood
L9Y 2L7

2023 01 25

Tel

705-446-2000

Fax

705-446-1044

Fees/Taxes/Payment

Statutory Registration Fee

\$69.00

Total Paid

\$69.00

File Number

Party To Client File Number : 23-0020

This is Exhibit “79” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

<i>PIN</i>	64328 - 0182 LT
<i>Description</i>	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS
<i>Address</i>	4578 ERIE AVENUE NIAGARA FALLS
<i>PIN</i>	64328 - 0186 LT
<i>Description</i>	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174 ; NIAGARA FALLS
<i>Address</i>	4610 ERIE AVENUE NIAGARA FALLS
<i>PIN</i>	64328 - 0190 LT
<i>Description</i>	PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY) ; NIAGARA FALLS
<i>Address</i>	4254 PARK STREET NIAGARA FALLS
<i>PIN</i>	64328 - 0191 LT
<i>Description</i>	LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ; NIAGARA FALLS
<i>Address</i>	4638 ERIE AVENUE NIAGARA FALLS
<i>PIN</i>	64328 - 0193 LT
<i>Description</i>	LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS
<i>Address</i>	4638 ERIE AVENUE NIAGARA FALLS

Consideration

Consideration	\$1.00
---------------	--------

Applicant(s)

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

Name	2678514 ONTARIO INC.
Address for Service	385 Madison Avenue, Toronto, Ontario M4V 2W7

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)

Name	DUNN CAPITAL CORPORATION
Address for Service	300-40 Huron St, Collingwood, Ontario L9Y 4R3

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, SN702993 registered on 2021/12/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Jason Samuel Cowan	47 Hurontario St. Collingwood L9Y 2L7	acting for Applicant(s)	Signed	2023 01 25
--------------------	---	----------------------------	--------	------------

Tel 705-446-2000

Fax 705-446-1044

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

Submitted By

Cowan & Vaillancourt LLP

47 Hurontario St.
Collingwood
L9Y 2L7

2023 01 25

Tel 705-446-2000

Fax 705-446-1044

Fees/Taxes/Payment

Statutory Registration Fee

\$69.00

Total Paid

\$69.00

File Number

Party To Client File Number :

23-0020

This is Exhibit “80” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



eCore[®] ONTARIO PPSA Amendment Registration 2C - A - Amendment CONFIRMATION

PPSA Ref File No.: 778631076

Expiry Date: N/A

Registration Number: 20230125 1438 1590 8428

REGISTRATION TYPE: N/A**CAUTION FILING:** N**TERM OF REGISTRATION (YEARS):** N/A**MOTOR VEHICLE SCHEDULE:** N**AMEND PAGE:** No Specific Page to Amend**CONFIRMATION DEBTOR NAME (BUSINESS)**

2678514 ONTARIO INC.

REASON FOR AMENDMENT

ASSIGN FROM HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC. TO DUNN CAPITAL CORPORATION AND EXTEND TERM TO FEB 1, 2025.

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678514 ONTARIO INC. 2678514	385 MADISON AVENUE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	DUNN CAPITAL CORPORATION	300-40 HURON STREET COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ☐	Inventory ☒	Equipment ☐	2025-02-01	
Accounts ☒	Other ☒	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
COWAN & VAILLANCOURT LLP	47 HURONTARIO STREET COLLINGWOOD ON L9Y 2L7

This is Exhibit “81” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



eCore[®] ONTARIO PPSA Amendment Registration 2C - A - Amendment CONFIRMATION

PPSA Ref File No.: 778631049

Expiry Date: N/A

Registration Number: 20230125 1437 1590 8427

REGISTRATION TYPE: N/A**CAUTION FILING:** N**TERM OF REGISTRATION (YEARS):** N/A**MOTOR VEHICLE SCHEDULE:** N**AMEND PAGE:** No Specific Page to Amend**CONFIRMATION DEBTOR NAME (BUSINESS)**

2678517 ONTARIO INC.

REASON FOR AMENDMENT

ASSIGN FROM HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC. TO DUNN
CAPITAL CORPORATION AND EXTEND THE TERM TO FEB. 1, 2025.

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2678517 ONTARIO INC. 2678517	385 MADISON AVENUE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	DUNN CAPITAL CORPORATION	300-40 HURON ST COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods <u>x</u>	Inventory <u>x</u>	Equipment <u> </u>	2025-02-01	
Accounts <u>x</u>	Other <u>x</u>	Motor Veh Incl <u>x</u>		

REGISTERING AGENT

NAME	ADDRESS
COWAN & VAILLANCOURT LLP	47 HURONTARIO STREET COLLINGWOOD ON L9Y 2L7

This is Exhibit “82” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



eCore[®] ONTARIO PPSA Amendment Registration 2C - A - Amendment CONFIRMATION

PPSA Ref File No.: 778631058

Expiry Date: N/A

Registration Number: 20230125 1437 1590 8426

REGISTRATION TYPE: N/A**CAUTION FILING:** N**TERM OF REGISTRATION (YEARS):** N/A**MOTOR VEHICLE SCHEDULE:** N**AMEND PAGE:** No Specific Page to Amend**CONFIRMATION DEBTOR NAME (BUSINESS)**

2741854 ONTARIO LIMITED

REASON FOR AMENDMENT

ASSIGN FROM HARBOUREDGE MORTGAGE INVESTMENT TRUSTEE INC. TO DUNN
CAPITAL CORPORATION AND EXTEND THE TERM TO FEB. 1, 2025.

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	2741854 ONTARIO LIMITED 2741854	385 MADISON AVENUE TORONTO ON M4V 2W7

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	DUNN CAPITAL CORPORATION	300-40 HURON STREET COLLINGWOOD ON L9Y 4R3

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods <u>x</u>	Inventory <u>x</u>	Equipment <u>x</u>	2025-02-01	
Accounts <u>x</u>	Other <u>x</u>	Motor Veh Incl <u>x</u>		

REGISTERING AGENT

NAME	ADDRESS
COWAN & VAILLANCOURT LLP	47 HURONTARIO STREET COLLINGWOOD ON L9Y 2L7

This is Exhibit “83” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Cowan & Vaillancourt LLP

August 11th, 2023

**Hunter Milborne (Guarantor),
Andrzej Kepinski (Guarantor),
2741854 Ontario Limited,
2678514 Ontario Inc., and
2678517 Ontario Inc.**
c/o The Milborne Group
385 Madison Avenue
Toronto, Ontario
M4V 2W7

Attention: **Hunter Milborne** **via email to: hunter@milborne.com**
 Andrzej Kepinski **via email to: ak@akepinski.com**

**Re: Dunn Capital Corporation 1st Mortgage to 2741854 Ontario Limited, 2678514 Ontario Inc.
and 2678517 Ontario Inc.**

We are the lawyers for Dunn Capital Corporations, the holder of the first mortgage on the properties municipally known as:

- 4254 Park Street, Niagara Falls
- 4578 Erie Avenue, Niagara Falls
- 4584 Erie Avenue, Niagara Falls
- 4610 Erie Avenue, Niagara Falls
- 4624 Erie Avenue, Niagara Falls
- 4618 Erie Avenue, Niagara Falls
- 4638 Erie Avenue, Niagara Falls

We are informed by that the mortgage is in arrears and that, as of August 1st, 2023, the amount of arrears due and owing for missed payments, including expenses, is \$ 65,339.41.

This letter is to advise you that if payment of the above moneys along with our charges of \$ 500.00 in connection with this letter, totalling **\$ 65,839.41**, are not paid by certified cheque, money order or cash to this office by **August 31st, 2023**, we have been instructed on behalf of Dunn Capital Corporation to commence Power of Sale proceedings under the terms of the mortgage.

Please direct your payment to the attention of the writer.

Yours truly,

COWAN & VAILLANCOURT LLP

A handwritten signature in black ink, appearing to read "N Vaillancourt", with a long, sweeping flourish extending from the end.

Nicole M. Vaillancourt

This is Exhibit “84” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Court File No.

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUNN CAPITAL CORPORATION

Plaintiff

-and-

2678514 ONTARIO INC., 2678517 ONTARIO INC., 2741854 ONTARIO LIMITED,
 CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN KEPINSKI

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s).
 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(s) or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), 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 are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside of Canada and the United States of America, the period is 60 days.

Instead of serving a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed in the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, A 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.

IF YOU PAY THE PLAINTIFF'S CLAIM, AND \$ 10,000.00 for solicitor and client costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

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
 75 Mulcaster Street
 Barrie, Ontario
 L9M 3P2

To: **2678514 ONTARIO INC**
 385 Madison Avenue
 Toronto, Ontario
 M4V 2W7

To: **2678517 ONTARIO INC.,**
 385 Madison Avenue
 Toronto, Ontario
 M4V 2W7

To: **2741854 ONTARIO LIMITED**
 385 Madison Avenue
 Toronto, Ontario
 M4V 2W7

To: **Charles Hunter Milborne (Guarantor)**
 133 Hazelton Avenue
 Suite 901
 Toronto, ON
 M5R 0A6

To: **Andrzej Roman Kepinski (Guarantor)**
 233 Douglas Drive
 Toronto, Ontario
 M4W 2B9

CLAIM

1. THE PLAINTIFF CLAIMS:

- a) possession of the lands and premises more particularly described in Schedule “A”, attached (hereinafter described as the “Properties”);
- b) payment by the Defendant of the sum of **SIX MILLION, SEVEN HUNDRED AND THIRTY-SIX THOUSAND, SEVEN HUNDRED AND THREE DOLLARS (\$6,736,703.79)** due as of August 31, 2023 under the Charge/Mortgage referred to below, in accordance with the amounts as set out in paragraph 6 below;
- (c) payment of the costs associated with the enforcement of its claim and taking possession of and maintaining the Properties, as provided under the Standard Charge Terms;
- d) prejudgment interest on the said sums from the 31st day of August 2023, to the date of payment of judgment at the greater of 11% or the Royal Bank of Canada Prime Rate plus four-point-five-five percent (4.55%) per annum, compounded monthly, as provided for the Charge/Mortgage more particularly described herein;
- e) post-judgment interest at the greater of 11% or the Royal Bank of Canada Prime Rate plus four-point-five-five percent (4.55%) per annum, compounded monthly as provided for in the Charge/Mortgage more particularly referred to herein;
- f) the costs of this action on a substantial indemnity basis plus all applicable taxes; and

- g) for such further and other relief as this Honourable Court may deem just.
2. The Plaintiff is a corporation, carrying on the business of land development and financing, among other things. On or around January 25th, 2003, HarbourEdge Mortgage Investment Trustee Inc. assigned its interest in the mortgage, as further described below, to the Plaintiff. Accordingly, the Plaintiff is the Chargee/Mortgagee of the lands and premises that will are municipally known as 4578 Erie Avenue, 4584 Erie Avenue, 4610 Erie Avenue, 4618 Erie Avenue, 4638 Erie Avenue, 4624 Erie Avenue, and 4254 Park Street, all in Niagara Falls, Ontario (hereinafter referred to as the "Properties"), more particularly described in Schedule "A", attached, pursuant to the provisions of the Charge/Mortgage herein after set forth.
 3. The Defendants, 2678514 Ontario Inc., 2678517 Ontario Inc., and 2741854 Ontario Limited were, at all material times, the lawful owner of the Properties and the Chargor/Mortgagor of the Properties.
 4. The Defendants, Charles Hunter Milborne and Andrzej Roman Kepinski, were, at all material times, the guarantors of the Charges/Mortgages on the Properties.
 5. The Plaintiff's claim is on a Mortgage originally dated December 1st, 2021 made between the Defendants as Chargor/Mortgagor and guarantors respectively, and the Plaintiff as Chargee/Mortgagee.
 6. The Mortgage was registered on the December 1, 2021, in the Land Registry Office

for the Land Titles Division of Simcoe County as Instrument Number SN702993, SN702994; and SN702995, as assigned by SN755662 and amended by SN755663, SN755664 and SN755665. The Mortgage secured the principal sum of Six Million, Six Hundred Thousand Dollars (\$6,600,000.00) and interest on that sum at the rate of the greater of 11% or the Royal Bank of Canada Prime Rate plus four-point-five-five percent (4.55%) per annum, compounded monthly.

7. The said Mortgage provided for the payment of principal and interest as follows:

Registration Date:	December 1, 2021
Mortgage Amount	\$6,600,000.00
Payment Due Dates:	the 1st day of each month
Payment Amount	Interest Only
Interest Rate:	greater of 11% or the Royal Bank of Canada Prime Rate plus four-point-five-five percent (4.55%) per annum, compounded monthly
Standard Charge Terms	The mortgage is subject to standard charge terms #200033, as amended pursuant to the schedule to the charge.

8. The said Mortgage provides that on default of payment of any sum required to be paid on the Mortgage, the balance of the principal and interest becomes immediately due and payable and the Plaintiff is entitled to possession and a sale of the mortgaged property.
9. The Charge/Mortgage provided that the parties agree to be bound by the provisions

in Standard Charge Terms filed as Number 200033 which upon default, provides for payment of:

- (a) pre and post-judgment interest at the mortgage rate of interest;
- (b) all taxes, rates, levies, charges, assessments, utility and heating charges which become due and unpaid on the properties together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred from taking, recovering and keeping possession of the properties, negotiating the mortgage, investigating title and registering the mortgage and all other necessary deeds, including legal fees and real estate commissions and other costs in association with leasing or selling the land, all with interest at the mortgage rate of interest;
- (c) compound interest on arrears including interest; and
- (d) possession upon default.

10. There is also a schedule of amendments to the Standard Charge Terms, which includes payment of certain fees and expenses.

11. Default in payment of interest and principal occurred on the 1st day of July 2023 and still continues.

10. As of August 31, 2023 there is due and owing, pursuant to the terms of the Mortgage:
\$ 6,736,703.79.

11. The Defendant is liable to pay these sums and subsequent interest at the rate of the said Charge, greater of 11% or the Royal Bank of Canada Prime Rate plus four-point-five-five percent (4.55%) per annum, compounded monthly plus costs on a full indemnity basis pursuant to the aforesaid Standard Charge Terms Number 200033.
12. A full description of the mortgaged properties is annexed hereto as Schedule "A".

Dated:

COWAN & VAILLANCOURT LLP

Barristers & Solicitors
47 Hurontario Street
Collingwood, Ontario
L9Y 2L7

NICOLE M. VAILLANCOURT (55406D)

Lawyers for the Plaintiff

Tel. (705) 446-2000
Fax. (705) 446-1044
nicole@cvllp.ca

SCHEDULE "A"

Property Descriptions

1. Municipal Address: 4578 Erie Avenue, Niagara Falls
 Property Description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS
 PT 1, 59R664; T/W RO731845; NIAGARA FALLS
 Property Identification Number: 64328-0182 (LT)

2. Municipal Address: 4584 Erie Avenue, Niagara Falls
 Property Description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS
 AS IN RO456900; S/T & T/W RO456900; NIAGARA FALLS
 Property Identification Number: 64328-0183 (LT)

3. Municipal Address: 4610 Erie Avenue, Niagara Falls
 Property Description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS
 PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174; NIAGARA FALLS
 Property Identification Number: 64328-0186 (LT)

4. Municipal Address: 4618 Erie Avenue, Niagara Falls
 Property Description: PT LT 3, BLK G, PLAN 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030; NIAGARA FALLS
 Property Identification Number: 64328-0188 (LT)

5. Municipal Address: 4638 Erie Avenue, Niagara Falls

Property Description: LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY); NIAGARA FALLS

Property Identification Number: 64328-0191 (LT)

6. Municipal Address: 4638 Erie Avenue, Niagara Falls

Property Description: LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293; NIAGARA FALLS

Property Identification Number: 64328-0193 (LT)

7. Municipal Address: 4624 Erie Avenue, Niagara Falls

Property Description: PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843; NIAGARA FALLS

Property Identification Number: 64328-0257 (LT)

8. Municipal Address: 4254 Park Street, Niagara Falls

Property Description: PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W R0128561 (SECONDLY); NIAGARA FALLS

Property Identification Number: 64328-0190 (LT)

DUNN CAPITAL CORPORATION v. 2678514 ONTARIO INC. *et al.*

Court File No.

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BARRIE

STATEMENT OF CLAIM

COWAN & VAILLANCOURT LLP

47 Hurontario Street
Collingwood, Ontario
L9Y 2L7

Nicole M. Vaillancourt (55406D)
Tel. 705-446-2000
Fax. 705-446-1044
nicole@cvllp.ca

Lawyers for the Plaintiff

This is Exhibit “85” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN	64328 - 0182 LT
Description	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS
Address	4578 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0186 LT
Description	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174 ; NIAGARA FALLS
Address	4610 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0190 LT
Description	PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY) ; NIAGARA FALLS
Address	4254 PARK STREET NIAGARA FALLS
PIN	64328 - 0191 LT
Description	LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY); T/W RO128561; S/T RO128561 (THIRDLY) ; NIAGARA FALLS
Address	4638 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0193 LT
Description	LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293 ; NIAGARA FALLS
Address	4638 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0183 LT
Description	PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900 ; NIAGARA FALLS
Address	4584 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0257 LT
Description	PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843 ; NIAGARA FALLS
Address	4624 ERIE AVENUE NIAGARA FALLS
PIN	64328 - 0188 LT
Description	PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030 ; NIAGARA FALLS
Address	4618 ERIE AVE NIAGARA FALLS

Source Instruments

Registration No.	Date	Type of Instrument
SN702993	2021 12 01	Charge/Mortgage
SN702994	2021 12 01	Charge/Mortgage
SN702995	2021 12 01	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name DUNN CAPITAL CORPORATION

Address for Service 40 Huron Street, Suite 300, Collingwood,
Ontario, L9Y 4R3

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.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name1001116006 ONTARIO INC.
Address for Service1 Valleywood Drive, Suite 200, Markham, ON L3R 5L9

Statements

The chargee transfers the selected charge for \$ 8,216,367.93
This document relates to registration number(s)SN702996, SN755663, SN755664, SN755665, SN755662

Signed By

Jason Samuel Cowan

47 Hurontario St.
Collingwood
L9Y 2L7

acting for
Transferor(s)

Signed

2025 04 09

Tel705-446-2000

Emailjason@cvllp.ca

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

Antonis Tony Kiru

21 Queen Street East, Suite 404
Brampton
L6W 3P1

acting for
Transferee(s)

Signed

2025 04 09

Tel905-453-3629

Emailkirutony@gmail.com

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

Submitted By

Tony Kiru, Barrister and Solicitor

21 Queen Street East, Suite 404
Brampton
L6W 3P1

2025 04 09

Tel905-453-3629

Emailkirutony@gmail.com

Fees/Taxes/Payment

Statutory Registration Fee	\$70.90
Total Paid	\$70.90

File Number

Transferor Client File Number :25-0095
Transferee Client File Number :5425

This is Exhibit “86” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA Amendment Registration 2C - D - Assignment by Secured Party CONFIRMATION

PPSA Ref File No.: 514138986

Expiry Date: N/A

Registration Number: 20250409 1838 1590 6083

CONFIRMATION DEBTOR NAME (BUSINESS)

2678514 ONTARIO INC.

SECURED PARTIES

ASSIGNORS		
	NAME	
1	DUNN CAPITAL CORPORATION	

ASSIGNEES		
	NAME	ADDRESS
1	1001116006 ONTARIO INC.	1 VALLEYWOOD DRIVE, SUITE 200 MARKHAM ON L3R 5L9

REGISTERING AGENT

NAME	ADDRESS
ALLEN MCDONALD SWARTZ LLP	5600-100 KING STREET WEST TORONTO ON M5X 1C9

This is Exhibit “87” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA Amendment Registration

2C - D - Assignment by Secured Party

CONFIRMATION

PPSA Ref File No.: 514138977

Expiry Date: N/A

Registration Number: 20250409 1837 1590 6082

CONFIRMATION DEBTOR NAME (BUSINESS)

2678517 ONTARIO INC.

SECURED PARTIES

ASSIGNORS		
	NAME	
1	DUNN CAPITAL CORPORATION	

ASSIGNEES		
	NAME	ADDRESS
1	1001116006 ONTARIO INC.	1 VALLEYWOOD DRIVE, SUITE 200 MARKHAM ON L3R 5L9

REGISTERING AGENT

NAME	ADDRESS
ALLEN MCDONALD SWARTZ LLP	5600-100 KING STREET WEST TORONTO ON M5X 1C9

This is Exhibit “88” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO PPSA Amendment Registration 2C - D - Assignment by Secured Party CONFIRMATION

PPSA Ref File No.: 514138995

Expiry Date: N/A

Registration Number: 20250409 1836 1590 6081

CONFIRMATION DEBTOR NAME (BUSINESS)

2741854 ONTARIO LIMITED

SECURED PARTIES

ASSIGNORS		
	NAME	
1	DUNN CAPITAL CORPORATION	

ASSIGNEES		
	NAME	ADDRESS
1	1001116006 ONTARIO INC.	1 VALLEYWOOD DRIVE, SUITE 200 MARKHAM ON L3R 5L9

REGISTERING AGENT

NAME	ADDRESS
ALLEN MCDONALD SWARTZ LLP	5600-100 KING STREET WEST TORONTO ON M5X 1C9

This is Exhibit “89” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Allen McDonald Swartz LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO) **SEARCH SUMMARY WITH RESPECT TO:**

2678514 ONTARIO INC.

eSummary Requested By: Jennifer Allen

PPSA Enquiry ID: 5201867

File Currency: 09APR 2025

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

PPSA (ONTARIO) SEARCH SUMMARY
2678514 ONTARIO INC.



	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	514138986 PPSA	1	20250312 1040 1590 1478 Reg. 10 year(s) Expires 12MAR 2035	2678514 ONTARIO INC.	DUNN CAPITAL CORPORATION			X	X	X	X
		2	20250409 1838 1590 6083 D ASSGNMT	2678514 ONTARIO INC.	1001116006 ONTARIO INC.						

This is Exhibit “90” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Allen McDonald Swartz LLP

**PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:**

2678517 ONTARIO INC.

eSummary Requested By: Jennifer Allen

PPSA Enquiry ID: 5201868

File Currency: 09APR 2025

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

PPSA (ONTARIO) SEARCH SUMMARY
2678517 ONTARIO INC.



	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	514138977 PPSA	1	20250312 1039 1590 1477 Reg. 10 year(s) Expires 12MAR 2035	2678517 ONTARIO INC.	DUNN CAPITAL CORPORATION		X	X	X	X	X
		2	20250409 1837 1590 6082 D ASSGNMT	2678517 ONTARIO INC.	1001116006 ONTARIO INC.						

This is Exhibit “91” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Allen McDonald Swartz LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:

2741854 ONTARIO LIMITED

eSummary Requested By: Jennifer Allen

PPSA Enquiry ID: 1775652

File Currency: 09APR 2025

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

PPSA (ONTARIO) SEARCH SUMMARY
2741854 ONTARIO LIMITED



	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	514138995 PPSA	1	20250312 1040 1590 1479 Reg. 10 year(s) Expires 12MAR 2035	2741854 ONTARIO LIMITED	DUNN CAPITAL CORPORATION		X	X	X	X	X
		2	20250409 1836 1590 6081 D ASSGNMT	2741854 ONTARIO LIMITED	1001116006 ONTARIO INC.						

This is Exhibit “92” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Polley Faith LLP
 TD North Tower
 77 King Street West
 Suite 2110
 Toronto ON M5K 2A1
 Tel: 416.365.1600
 Fax: 416.365.1601
 polleyfaith.com

Brookelyn Kirkham
 Direct Tel: 416.306.6451
 bkirkham@polleyfaith.com

Assistant: Stefanie Bruno
 sbruno@polleyfaith.com

April 10, 2025

2741854 Ontario Limited
 2678514 Ontario Inc.
 2678517 Ontario Inc.
 385 Madison Avenue
 Toronto, Ontario
 M4V 2W7
 Attn: Hunter Milborne

VIA COURIER
VIA EMAIL (hunter@milborne.com)

Charles Hunter Milborne
 133 Hazelton Avenue, Suite 901
 Toronto, Ontario
 M5R 0A6

VIA COURIER
VIA EMAIL (hunter@milborne.com)

Andrzej Roman Kepinski
 233 Douglas Drive
 Toronto, Ontario
 M4W 2B9

VIA COURIER
VIA EMAIL (ak@akepinski.com)

Dear Mr. Milborne and Mr. Kepinski,

Re: Loan to 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc., guaranteed by Charles Hunter Milborne and Andrzej Roman Kepinski and secured by, among other things, mortgages against properties at 4578, 4584, 4610, 4618, 4638 & 4624 Erie Avenue and 4254 Park Street in Niagara Falls, Ontario

We are counsel for 1001116006 Ontario Inc. ("**1001 Ontario**").

We refer to the commitment letter dated December 14, 2022 and the promissory note dated January 24, 2023 (collectively, the "**Loan Agreement**") between Dunn Capital Corporation ("**Dunn Capital**") as lender and 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. as borrowers (collectively, the "**Borrowers**"). Under the Loan Agreement, the Borrowers agreed to certain loan terms upon an assignment to Dunn Capital of the rights and interests in a commitment letter and promissory note accepted by the Borrowers on November 30, 2021, under which the Borrowers received a loan in the amount of \$6,600,000 (the "**Loan**").

Charles Hunter Milborne and Andrzej Roman Kepinski (collectively, the "**Guarantors**") have guaranteed the Loan Agreement, including pursuant to the following guarantees:

1. Guarantee and postponement from Charles Hunter Milborne dated November 30, 2021; and

2. Guarantee and postponement from Andrzej Roman Kepinski dated November 30, 2021.

The Borrowers have defaulted on the Loan Agreement. The default includes, but is not limited to, (i) the Borrowers' failure to make any required interest payments due on the Loan starting July 1, 2023; and (ii) the Borrowers' failure to repay the balance of the principal and accrued interest upon maturity of the Loan on February 1, 2024. The Borrowers have failed to cure the defaults as of the date of this letter.

On August 11, 2023, Cowan & Vaillancourt LLP on behalf of Dunn Capital provided written notice of the default to the Borrowers and the Guarantors. The written notice included a notice of sale under charge. On November 8, 2023, Dunn Capital filed a statement of claim bearing court file number CV-23-00001962-0000 against the Borrowers and the Guarantors for, among other things, possession of the lands and premises by which the Loan is secured, and payment of the sum of \$6,736,703.79 (the "**Default Proceedings**"). The Borrowers and Guarantors (except 2678514 Ontario Inc. and 2678517 Ontario Inc.) have filed statements of defence and the Default Proceedings are currently pending.

As you were recently notified, Dunn Capital assigned to 1001 Ontario all of its legal and beneficial rights, title and interest in and to the Loan Agreement, including to all security granted by the Borrowers and the Guarantors under the Loan Agreement.

As of April 9, 2025, the total amount owing for principal, interest, and charges under the Loan Agreement is \$8,216,367.93 (the "**Indebtedness**").

The charges by which the Loan is secured incorporate the Standard Charge Terms 200033, as amended pursuant to the schedules to the charges (the "**Terms**"). According to the Terms, upon default of the Loan Agreement, 1001 Ontario is entitled to accelerate the Loan together with accrued interest thereon such that it is immediately due and payable.

1001 Ontario hereby demands payment in full by April 20, 2025 of \$8,216,367.93 plus interest from April 10, 2025 at a *per diem* rate of \$1,726.16. The Borrowers will also be required to pay 1001 Ontario's legal fees and other expenses in connection with the Indebtedness. This demand is made without prejudice to 1001 Ontario's right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, or its right to provide further and other notices of default.

If you fail to comply with this demand, we will take whatever steps we deem necessary to protect 1001 Ontario's interests. We enclose a notice of intention to enforce security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*.

1001 Ontario expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreement and any related documents.

Sincerely,

POLLEY FAITH LLP



Brookelyn Kirkham
BK/sb

Encl.

FORM 86**Notice of Intention to Enforce a Security**

(Rule 124)

(Pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*)**TO: 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc., each an insolvent person**

Take notice that:

1. 1001116006 Ontario Inc. (“**1001 Ontario**”), a secured creditor, intends to enforce its security against all of the property, assets, and undertakings charged by the security described in paragraph 2 of this Notice.
2. The security that is to be enforced is in the form of the security listed in Schedule “A” attached here to.
3. The total amount of indebtedness secured by the security as at April 9, 2025 is \$8,216,367.93 plus all legal fees and disbursements. All applicable interest continues to accrue, and 1001 Ontario is entitled to payment of all fees and expenses incurred, including, without limitation, all legal fees and disbursements to the date of payment in full.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 10th day of April, 2025.

1001116006 Ontario Inc.

By its counsel

POLLEY FAITH LLP

Per:



Brookelyn Kirkham

SCHEDULE “A”
SECURITY DOCUMENTS

1. First-ranking charge/mortgage in the principal amount of \$6,600,000 granted by 2678514 Ontario Inc. over the properties municipally known as 4578, 4610, and 4638 Erie Avenue, Niagara Falls (PIN 64328-0182, PIN 64328-0186, PIN 64328-0191, and PIN 64328-0193) and 4254 Park Street, Niagara Falls (PIN 64328-0190) (collectively, the “**2678514 Properties**”) and registered in favour of 1001 Ontario as instrument no. SN834403;
2. First-ranking charge/mortgage in the principal amount of \$6,600,000 granted by 2678517 Ontario Inc. over the properties municipally known as 4584 and 4624 Erie Avenue, Niagara Falls (PIN 64328-0183 and PIN 64328-0257) (collectively, the “**2678517 Properties**”) and registered in favour of 1001 Ontario as instrument no. SN834403;
3. First-ranking charge/mortgage in the principal amount of \$6,600,000 granted by 2741854 Ontario Limited over the property municipally known as 4618 Erie Avenue, Niagara Falls (PIN 64328-0188) (the “**2741854 Property**”) and registered in favour of 1001 Ontario as instrument no. SN834403;
4. Notices of general assignment of rents registered in favour of 1001 Ontario as instrument no. SN834403 against the 2678514 Properties, the 2678517 Properties, and the 2741854 Property;
5. General security agreement granted by 2678514 Ontario Inc. dated November 30, 2021 and registered in favour of 1001 Ontario as PPSA Ref File No. 514138986;
6. General security agreement granted by 2678517 Ontario Inc. dated November 30, 2021 and registered in favour of 1001 Ontario as PPSA Ref File No. 514138977;
7. General security agreement granted by 2741854 Ontario Limited dated November 30, 2021 and registered in favour of 1001 Ontario as PPSA Ref File No. 514138995;
8. Assignment of interest in title insurance in favour of 1001 Ontario; and
9. All other security granted by 2678514 Ontario Inc., 2678517 Ontario Inc., and 2741854 Ontario Limited and registered in favour of 1001 Ontario and not otherwise listed above.

This is Exhibit “93” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00717051-00CL

DATE: January 16, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: MARSHALLZEHR GROUP INC. v. 98 JAMES SOUTH (2022) INC. et al
BEFORE: JUSTICE STEELE, J.

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
POLIAK, MAYA	KSV RESTRUCTURING INC	Maya@chaitons.com 416-218-1161

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
RABINOVITCH, NEIL STUART	GILLAM, MARCUS	Neil.rabinovitch@dentons.com 416-863-4656 (NOT PRESENT)
	MARSHALLZEHR GROUP INC.	
	98 JAMES SOUTH (2022) INC.	
	98 JAMES SOUTH (2022) LIMITED PARTNERSHIP	

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
SASSI, MONIQUE	Lawyer for the Purchaser (Hamilton 98 LP)	msassi@cassels.com

ENDORSEMENT OF JUSTICE STEELE:

[1] The Receiver seeks an order approving the proposed transaction pursuant to a Stalking Horse Agreement of Purchase and Sale dated November 1, 2024 between the Receiver and Vantage Acquisition Inc. and vesting title in the purchased assets in the assignee of Vantage, among other things.

[2] No one opposes the relief sought.

Analysis

Should the transaction be approved?

[3] I am satisfied that the proposed transaction should be approved.

[4] In *Royal Bank v. Soundair Corp.*, 1991 CanLII 2727 (ONCA), the Court of Appeal set out the factors for the Court to consider when determining whether to approve a proposed sale:

- a. Whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
- b. The efficacy and integrity of the process by which offers are obtained;
- c. Whether there has been unfairness in the working out of the process; and
- d. The interests of all parties.

[5] For the reasons set out at paras. 28 and 29 of the Receiver's factum, I am satisfied that the *Soundair* principles have been satisfied in respect of the sale process that was undertaken by the Receiver. Among other things, the process was conducted in accordance with the terms of the Sale Process Order and all potential purchasers were treated fairly and equally.

Should the Proposed Distribution be approved?

[6] I am satisfied that the proposed distribution should be approved.

[7] The Receiver proposes to make one or more distributions of the net proceeds from the sale transaction as partial payment of the balance owing by the debtors to Marshallzehr Group Inc. The Receiver proposes to make such distributions in accordance with the terms of the Receivership Order.

- [8] The Receiver has received an independent legal opinion from Fasken that confirms that the first mortgage on the property held by Marshallzehr is valid and enforceable. The Receiver informed the court that despite having reached out to the second mortgagee, Hue Developments & Investments Canada Inc., the Receiver has not received any correspondence from the second mortgagee during these proceedings.
- [9] The purchase price that will be paid pursuant to the transaction is less than the balance owing to MarshallZehr (as at January 2, 2025, approximately \$15.6 million).

Should the Court approve the Receiver's Second Report and activities?

- [10] As is commonly done, the Receiver seeks court approval of its second report and the activities set out therein.
- [11] The Court has the jurisdiction to review and approve the activities of a court-appointed receiver as set out in the receiver's reports: *Bank of America Canada v. Willann Investments Ltd.*, 1996 CanLII 2782 (ONCA).
- [12] I am satisfied that the activities of the Receiver set out in the Second Report were necessary and undertaken in good faith pursuant to the Receiver's duties and powers and should be approved.

Should the Receiver's Fees and Disbursements be approved?

- [13] The Receiver seeks court approval of its fees and the fees of Chaitons and Fasken. In addition, the Receiver seeks approval of a fee accrual.
- [14] In determining whether to approve a Receiver's (and its counsel's) accounts, the court considers the overall value contributed, taking into account the factors set out in *Bank of Nova Scotia v. Diemer*, 2014 ONCA 851, at para. 33.
- [15] The Receiver is of the view that its fees and those of its counsel are consistent with the rates charged by similar firms and are reasonable and appropriate. Fee affidavits have been filed.
- [16] The Receiver is also of the view that the proposed fee accrual is reasonable and appropriate in the circumstances because it provides for the estimated fees to be incurred by the Receiver and its counsel and any anticipated ancillary costs.
- [17] I am satisfied that it is appropriate to approve the fees and disbursements of the Receiver, Chaitons, and Fasken.

Receiver's Discharge

- [18] Following the completion of the transaction approved today, the Receiver will have completed most of its mandate, subject to certain minor administrative duties as set out in section 8.0(2) of the Second Report. Accordingly, the Receiver seeks a discharge following the filing of the discharge certificate with the court certifying that it has completing the remaining activities.
- [19] The proposed order contains standard provisions providing for the Receiver's release from liability upon its discharge (provided that there was no gross negligence or wilful misconduct).
- [20] Order attached.

A handwritten signature in blue ink, appearing to be "J. Lee" or similar, with a stylized, cursive script.

This is Exhibit “94” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

[renx.ca /vantage-buys-second-hamilton-condo-development-site](https://renx.ca/vantage-buys-second-hamilton-condo-development-site)



Vantage buys second Hamilton condo development site

98 James St. South property joins 188 Cannon St. East in Vantage's portfolio

[Steve McLean](#) Business Writer

Feb. 4 2025



A rendering of the tower which had been proposed for 98 James St., South in Hamilton
(Courtesy Vantage Development)

[Vantage Developments](#) has acquired a development property at [98 James St. S.](#) in Hamilton for \$13 million after it was placed in receivership last August.

[KSV Restructuring Inc.](#) was the court-appointed receiver for the transaction, which marks Vantage's second acquisition in Hamilton since it launched a year ago.

Toronto-based Vantage was co-founded by partners Alan Leela and Shamil Jiwani, two young real estate executives who graduated from the [Ivey Business School](#) at [Western University](#). Leela was formerly vice-president of investments for [Emblem Developments](#) and [Tricon Residential](#) while Jiwani was also a VP at Emblem.

"We always had entrepreneurial ambitions and the market was really slowing down in 2022 and 2023, and then you go into 2024 and start seeing opportunities to acquire sites in a period of less competition," Leela told RENX during an interview that also included Jiwani.

"Real estate is obviously a capital-intensive business but, when you're able to acquire sites a bit more opportunistically than in years past, it starts feeling like a good time. So that's the origin. We're just two guys in the industry coming together with similar ambitions and seeing a window of opportunity."

Vantage's investors

Jiwani added that Vantage doesn't use debt in its acquisitions and only moves on deals where it can bring the right capital structure forward. Investment comes from high-net-worth family offices as well as friends and family members with a solid understanding of real estate.

"In slower markets there's a natural proclivity to be scared and play a lot of defence," Jiwani said.

“We’re trying to take the approach of sometimes the best defence is a good offence. We can be a little bit more opportunistic but also be extremely mindful of not getting ahead of our skis.”

History and location of 98 James St. S.

The 98 James St. S. site was originally home to the former James Street Baptist Church, which was constructed between 1878 and 1882. Aside from its historic stone facade, the church was demolished in 2014 and the property has since gone through a tumultuous decade.

Stanton Renaissance planned a 30-storey condo called The Connolly for the site, but the project was placed in receivership in 2017. It was sold to [Hue Developments](#), which proposed a 31-storey tower with 315 units a year later.

[Milborne Group](#)-affiliated companies acquired the site for \$24 million in September 2022 but it was again placed under receivership and Vantage submitted a \$13-million stalking horse bid that no other investor surpassed.

The James Street property is located within Hamilton's central business district. It's close to city hall and the proposed entertainment hub that incorporates [FirstOntario Centre](#), [Hamilton Convention Centre](#) and [FirstOntario Concert Hall](#).

The site is a block away from a [GO Transit](#) station and 350 metres from the James Street station on the planned [Metrolinx light rail transit line](#).

Some costs were already paid for



The proposed tower at 98 James St. South would preserve the historic church facade. (Courtesy Vantage Development)

All of the development charges have already been paid, as have some permit and consultancy fees, which increased the site's attractiveness. Conditional site plan approval is still in place for a 31-storey mixed-use tower with 315 residential units.

"We're definitely believers in the Hamilton story and the potential that Hamilton has," Leela said. "This site has a history that's not the best and I think it deserves a much better future. Based on our collective histories, our ambition and the fact that we have the time and resources to put a lot behind this project, we're not just stewards of capital but stewards of the cities in which we build.

"We take that responsibility very seriously. But sometimes to make a big impact it also requires a special site, and this really checks that box."

Vantage's initial focus for the James Street site is to clean it up and do engineering studies to ensure the facade is stable and the development objectives can be accomplished from a technical perspective. The company will also bring an architect on board to move the project forward.

Leela acknowledged the condo sales market is challenged at present so launching 98 James St. S. will be dependent on how conditions evolve. He believes they'll be in a position to go to market in the first half of 2026 if the situation has improved enough at that time.

188 Cannon St. E.

Vantage's first acquisition, also in downtown Hamilton at 188 Cannon St. E., was made last March. It's proposing to develop an [Arcadis](#)-designed 32-storey condo with a five-storey podium, approximately 380 units, 136 vehicular parking spaces, and retail at grade on the site of a former laundromat.

High-rise buildings of around 30 storeys with approximately 350 units are in Vantage's sweet spot, according to Leela.

"Once you go above that it requires a certain amount of patience in terms of approval, design, construction, et cetera," he said. "That's totally fine but, being mindful of where our strengths lie, we want to be in projects that we can typically be in and out of within five to six years."

The site plan approval process is nearing finalization and Leela said sales could launch as early as Q4, or the first quarter of next year if market conditions are favourable.

Future acquisitions

Jiwani noted Vantage is open to acquisition opportunities throughout the Greater Toronto Area and Greater Golden Horseshoe region. But since the partners have past high-rise development experience in Hamilton and good relationships with city officials, it made sense to move forward with the James and Cannon street projects first.

Jiwani said Vantage has strong relationships with brokers and land owners and is in the early stages of looking at a couple of potential acquisition sites.

Vantage is open to developing purpose-built rental apartments as well as condos, but Leela said the financing regime for rental buildings is challenging at the moment.

 **Category:** [Residential](#)

 **Tags:** [Acquisition](#) [Transactions](#) [Developers](#) [Development](#) [Downtown](#) [Condominiums](#) [Market Trends](#)

 **Location :** [Hamilton](#)

This is Exhibit “95” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)



Court File No.

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 (COMMERCIAL LIST)**

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

EUROPA 2022 INC. and 2678518 ONTARIO INC.

Respondents

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

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 person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

on a date to be scheduled in Chambers before a Judge presiding over the Commercial List.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of

appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

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

Date _____ Issued by _____
Local Registrar

Address of 330 University Avenue, 8th Floor
court office: Toronto, ON M5G 1R7

TO: EUROPA 2022 INC.
385 Madison Avenue
Toronto, ON M4V 2W7

AND TO: 2678518 ONTARIO INC.
385 Madison Avenue
Toronto, ON M4V 2W7

APPLICATION

1. The Applicant, Romspen Investment Corporation (“**Romspen**”), makes an application for an Order:

- (a) if necessary, abridging the time for service of the Notice of Application and related Application Record herein, validating service of the Notice of Application and Application Record, and dispensing with further service thereof;
- (b) 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**”), and substantially in the form of the draft Order attached as Schedule “A” hereto, appointing Rosen Goldberg Inc. (“**RG Inc.**”) as the receiver and manager (in such capacities, the “**Receiver**”), without security:
 - (i) all of the current and future assets, undertakings and property (collectively, the “**Europa Property**”) of the Respondent Europa 2022 Inc. (“**Europa**”), including but not limited to the real property municipally known as 4570-4576 Erie Avenue, Niagara Falls, legally described as all of PIN64328-250 in LRO #59 (the “**Erie Property**”), the real property municipally known as 4257 Park Street, Niagara Falls, legally described as all of PIN 64328-0249 in LRO #59 (the “**4257 Park Property**”), and the real property municipally known as 4243 Park Street, Niagara Falls, legally described as all of PIN 64328-0179 in LRO #59 (the “**4243 Park Property**”, and collectively with the 4257 Park Property and the Erie Property, the “**Europa Real Properties**”); and

- (ii) all of the current and future assets, undertakings and property (collectively, the “**267 Property**”) of the Respondent 2678518 Ontario Inc. (“**267 Ontario**” and collectively with Europa, the “**Respondents**”), including but not limited to the real property municipally known as 4274 Bridge Street, Niagara Falls, legally described as all of PIN 64328-172 in LRO #59 (the “**Bridge Property**”), and the two parcels of land municipally known as 4249 Park Street, Niagara Falls, legally described as all of PIN 64328-0173 (LT) and PIN 64328-0243 (LT) in LRO #59 (the “**4249 Park Properties**”, and collectively with the Bridge Property, the “**267 Real Properties**”); and
- (c) for such further and other relief as to this Honourable Court may seem just.

2. The grounds for the Application are:

The Respondents and the Subject Real Properties

- (a) Europa is incorporated pursuant to the laws of Ontario with its registered head office at 385 Madison Avenue in Toronto. Hunter Charles Milborne (“**Milborne**”) is the sole officer and director of Europa;
- (b) Europa is the registered owner of the Europa Real Properties, which consist of three non-adjacent parcels of land with a collective area of approximately 22,000 square feet;
- (c) 267 Ontario is incorporated pursuant to the laws of Ontario with its registered head office at 385 Madison Avenue in Toronto. Milborne and Vasek Pospisil are current the officers and directors of 267 Ontario;

- (d) Andrzej Kepinski (“**Kepinski**”) was a director of 267 Ontario from February 21, 2019, until July 10, 2024;
- (e) 267 Ontario is the registered owner of the 267 Real Properties, which consist of three non-adjacent parcels of land with an approximate area of 32,342 square feet;
- (f) the Europa Real Properties and the 267 Real Properties (collectively, the “**Respondents’ Real Properties**”) form a partially complete multi-block assembly, and are located west of the Niagara River Parkway just south of Bridge Street, with urban residential and commercial uses in close proximity;

The Romspen Loan, Guarantee and Security

- (g) pursuant to the terms of a commitment letter dated July 28, 2022 (the “**Commitment Letter**”), Romspen made a loan to the Respondents, and Milborne Suites Inc. and 1518491 Ontario Inc. (collectively with the Respondents and Milborne Suites Inc., the “**Borrowers**”) in the principal amount of \$5,460,000.00 (the “**Loan**”);
- (h) no relief is sought as against Milborne Suites Inc. and 1518491 Ontario Inc. in this Notice of Application;
- (i) the term of the Loan was for a period of 12 months, with a maturity date of September 1, 2023 (the “**Maturity Date**”). The Loan provided for payment of interest only, on a monthly basis, at the annual rate of 12%;

- (j) as security for the Loan, Europa granted Romspen, among other things, the following security (the “**Europa Security**”):
- (i) a mortgage in the amount of \$5,460,000 registered in first position against title to the Europa Real Properties on August 4, 2022 (the “**Europa First Mortgage**”);
 - (ii) a General Assignment of Rents over the Europa Real Properties dated August 4, 2022 (the “**Europa GAR**”); and
 - (iii) a General Security Agreement dated August 4, 2022 (the “**Europa GSA**”);
- (k) as security for the Loan, 267 Ontario granted Romspen, among other things, the following security (the “**267 Security**”):
- (i) a mortgage in the amount of \$5,460,000 registered in third position against title to the 267 Real Properties on August 3, 2022 (the “**267 Third Mortgage**”);
 - (ii) a General Assignment of Rents over the 267 Real Properties dated August 3, 2022 (the “**267 GAR**”); and
 - (iii) a General Security Agreement dated August 3, 2022 (the “**267 GSA**”);
- (l) Romspen registered its personal property security over each of the Respondents under the *Personal Property Security Act* (“**PPSA**”);
- (m) on or about August 3, 2022, Milborne and Kepinski (collectively, the “**Guarantors**”) each provided Romspen with a Guarantee and Postponement of

Claim in respect of the Borrowers' debts and liabilities to Romspen under the Loan (the "**Guarantee**");

- (n) as security for the Guarantee, the Guarantors granted Romspen, among other things, the following security:
 - (i) a General Security Agreement granted by Milborne personally dated August 3, 2022 (the "**Milborne GSA**"); and
 - (ii) a General Security Agreement granted by Kepinski personally dated August 3, 2022 (the "**Kepinski GSA**");
- (o) the Europa First Mortgage, the Europa GSA, the 267 Third Mortgage, and the 267 GSA all provide for the appointment of a receiver over the respective Respondents' assets and undertaking, including the Europa Real Properties and the 267 Real Properties, upon default under the Loan;
- (p) there are two mortgages registered in priority to the 267 Third Mortgage: (a) a first mortgage registered on September 4, 2019, in the amount of \$2,650,000 in favour of Quid Pro Capital Inc. (the "**QPC First Mortgage**"), and (b) a second mortgage registered on September 4, 2019, in the amount of \$2,650,000 in favour of Celestial Property Development (East Mall) Inc. (the "**CPF Second Mortgage**");

Defaults, Demands for Payment, and the Forbearance Agreement

- (q) the Loan matured on September 1, 2023, and the Borrowers failed to pay the outstanding Loan balance on the Maturity Date;
- (r) by letter dated September 14, 2023, Romspen made formal written demand on Europa only for repayment of the Loan in full, and issued a related notice of its intention to enforce security pursuant to section 244(1) of the *BIA*;
- (s) on October 6, 2023, Romspen, the Borrowers and Milborne in his personal capacity entered into a forbearance agreement (the “**First Forbearance Agreement**”) whereby, among other things, Romspen agreed to forbear from enforcing the Loan until February 1, 2024, provided there was no default under the terms of the First Forbearance Agreement;
- (t) the Loan was not repaid by February 1, 2024, and the First Forbearance Agreement was amended by agreement dated February 1, 2024, which among other things extended the forbearance period to April 1, 2024;
- (u) by way of agreement dated May 9, 2024, the forbearance period was extended to August 1, 2024;
- (v) the Loan was not repaid on August 1, 2024, or afterward;
- (w) on November 19, 2024, Romspen made demand on the Respondents for repayment of the Loan in full, and issued related notices of its intention to enforce security pursuant to section 244(1) of the *BIA* (the “**November 2024 Demands**”);

(x) at the time of the November 2024 Demands, the amount owing under the Loan was \$5,632,500.48.

(y) the Respondents have not honoured the November 2024 Demands for payment;

Appointment of a Receiver

(z) given the Respondents' conduct as described above, the appointment of a receiver over the Respondents is just and convenient, and is the most effective and appropriate manner to address the realisation of the Respondents' Real Properties, and all related issues, including the distribution of sale proceeds to creditors;

(aa) the Europa First Mortgage, the Europa GSA, the 267 Third Mortgage, and the 267 GSA all provide for the appointment of a receiver upon default;

(bb) the Respondents have been provided with more than sufficient time to repay the Loan, which continues to accrue fees and interest on a daily basis;

(cc) RG Inc. has provided its consent to act as Receiver;

(dd) Quid Pro Capital Inc., which holds the QPC First Mortgage over the 267 Real Properties, supports Romspen's application for the appointment of a Receiver over the Respondent 267 Ontario and the 267 Real Properties;

(ee) section 243(1) of the *BIA* and section 101 of the *CJA*;

(ff) Rules 2.03, 3.02, 14.05(3)(h) and 38 of the *Rules of Civil Procedure*; and

(gg) such further and other grounds as counsel may advise and this Honourable Court may permit

3. The following documentary evidence will be used at the hearing of the Application:

(a) the Affidavit of Wesley Roitman, to be sworn; and,

(b) such further and other evidence as counsel may advise and this Honourable Court may permit.

February 24, 2025

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
Tel: (416) 593-3927
Email: egolden@blaney.com

Chad Kopach (LSO #48084G)
Tel: (416) 593-2985
Email: ckopach@blaney.com

Lawyers for the Applicant

ROMSPEN INVESTMENT CORPORATION Applicant	and	Court File No. EUROPA 2022 INC. et al. Respondents
ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)		
Proceeding commenced at Toronto		
NOTICE OF APPLICATION		
BLANEY McMURTRY LLP Barristers & Solicitors 2 Queen Street East, Suite 1500 Toronto ON M5C 3G5		
Eric Golden (LSO #38239M) (416) 593-3927 (Tel) egolden@blaney.com		
Chad Kopach (LSO #48084G) (416) 593-2985 (Tel) ckopach@blaney.com		
Steven Kelly (LSO #87293B) (416) 593-3904 (Tel) skelly@blaney.com		
Lawyers for the Applicant		

This is Exhibit “96” referred to in the Affidavit of Daniel McNalley affirmed before me at the City of Toronto, in the Province of Ontario, on May 29, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Court File No. CV-25-00742524-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N

1001116006 ONTARIO INC.

Applicant

and

2568551 ONTARIO INC., carrying on business as CALIBREX
 DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
 INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
 INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
 ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
 KEPINSKI

Respondents

IN THE MATTER OF AN 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. 190, c. C.43, as amended

CONSENT TO ACT AS RECEIVER

Grant Thornton Limited (“**Grant Thornton**”) hereby consents to act as receiver in
 connection with an order substantially in the form of the order attached hereto as Schedule “A”,
 as such order may be amended in a manner satisfactory to Grant Thornton.

DATED this 28th day of May, 2025.**GRANT THORNTON LIMITED**

Dan Wootton

Name: Dan Wootton
 Title: Sr. Vice President

Schedule “A”

Court File No. CV-25-00742524-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THE
)
 JUSTICE) DAY OF, 2025

B E T W E E N:

1001116006 ONTARIO INC.

Applicant

and

2568551 ONTARIO INC., carrying on business as CALIBREX
 DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
 INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
 INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
 ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
 KEPINSKI

Respondents

IN THE MATTER OF AN 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. 190, c. C.43, as amended

ORDER
(appointing Receiver)

THIS MOTION, made by the Applicant 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**”) appointing Grant
 Thornton Limited (“**Grant Thornton**”) as receiver (in such capacities, the “**Receiver**”) without
 security over (a) the real property described in Schedules “A” and “B” hereto, and all proceeds
 thereof (the “**Real Property**”), owned by the Respondents (collectively, the “**Debtors**”); and (b)

-3-

all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the “**Milborne Debtors**”), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the “**Personal Property**”, and together with the Real Property, the “**Property**”), was heard this day, by Zoom videoconference.

ON READING the affidavit of Daniel McNalley affirmed [DATE] and the exhibits thereto and on hearing the submissions of counsel for the Applicant [and for the Respondents], and on reading the consent of Grant Thornton to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that 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

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton is hereby appointed Receiver, without security, of all the “**Property**”.

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

-4-

- (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;
- (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 and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business, reject or cease to perform any contracts of the Debtors, or in respect of the Property;
- (d) to engage consultants, 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 Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any part or parts thereof;

-5-

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (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 Debtors, the Property or the 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;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (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

-6-

- (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.

- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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 Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

-7-

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, equity holders, including, without limitation, investors and shareholders, and all other persons acting on their instructions or behalf, and (iii) 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 Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in

-8-

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, 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 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 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors 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 all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the 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 or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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.

NO INTERFERENCE WITH THE RECEIVER

10. 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, in connection with the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the 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 in connection with or relating to the Property, 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 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 Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of such Debtor until such time as the Receiver, on the behalf of the Debtors, 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

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the 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*, 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the 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

16. THIS COURT ORDERS that the 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 or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the 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 Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "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 Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, 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.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the 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 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

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered 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 \$750,000 (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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest, fees and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the The Guide Concerning Commercial List E-Service (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) 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 13 of the Protocol, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL ‘<●>’.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

28. 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 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the 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 Receiver is authorized and empowered to act as a representative in respect of the within

-17-

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. 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 Debtors' estates with such priority and at such time as this Court may determine.

31. 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 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.

32. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Date of issuance

(Signature of judge, officer or registrar)

SCHEDULE "A"**DESCRIPTION OF THE CALIBREX REAL PROPERTY**

1. **Municipal address:** 4249/4267 River Road, Niagara Falls

PIN: 64269-0361 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS AS IN RO160914; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS RO160914; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

2. **Municipal address:** 4249/4267 River Road, Niagara Falls

PIN: 64269-0533 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS; PT LT 8 PL 996 NIAGARA FALLS; PT LT 9 PL 996 NIAGARA FALLS AS IN BB30516 & RO479407; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN BB30516 & RO479407; PT LT 8 PL 996 NIAGARA FALLS AS IN RO599693; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

3. **Municipal address:** 4299 Queen Street, Niagara Falls

PIN: 64328-0151 (LT) in LRO #59

Legal description: PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964; CITY OF NIAGARA FALLS

Registered Owner: 2847991 Ontario Inc.;

4. **Municipal address:** 4122 Bridge Street, Niagara Falls

PIN: 64445-0015 (LT) in LRO #59

Legal description: PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

5. **Municipal address:** 4100 Bridge Street, Niagara Falls

-19-

PIN: 64445-0018 (LT) in LRO #59

Legal description: PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645; NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

6. **Municipal address:** 4551 Zimmerman Avenue, Niagara Falls

PIN: 64328-0176 (LT) in LRO #59

Legal description: LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041; CITY OF NIAGARA FALLS

Registered Owner: 2847993 Ontario Inc.; and

7. **Municipal address:** 4544 and 4552 Zimmerman Avenue, Niagara Falls

PIN: 64445-0214 (LT) in LRO #59

Legal description: LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS

Registered Owner: 2847994 Ontario Inc.

-20-

SCHEDULE "B"**DESCRIPTION OF THE MILBORNE REAL PROPERTY**

1. **Municipal address:** 4578 Erie Avenue, Niagara Falls

PIN: 64328-0182 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

2. **Municipal address:** 4610 Erie Avenue, Niagara Falls

PIN: 64328-0186 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 PLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

3. **Municipal address:** 4254 Park Street, Niagara Falls

PIN: 64328-0190 (LT) in LRO #59

Legal description: PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

4. **Municipal address:** 4638 Erie Avenue, Niagara Falls

PIN: 64328-0191 (LT) in LRO #59

Legal description: LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY) T/W RO128561; S/T RO128561 (THIRDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

5. **Municipal address:** 4638 Erie Avenue, Niagara Falls

PIN: 64328-0193 (LT) in LRO #59

-21-

Legal description: LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

6. **Municipal address:** 4584 Erie Avenue, Niagara Falls

PIN: 64328-0183 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.; and

7. **Municipal address:** 4624 Erie Avenue, Niagara Falls

PIN: 64328-0257 (LT) in LRO #59

Legal description: PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.

8. **Municipal address:** 4618 Erie Avenue, Niagara Falls

PIN: 64328-0188 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030; NIAGARA FALLS

Registered Owner: 2741854 Ontario Limited

SCHEDULE "C"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton, the receiver (the "Receiver"), without security, of (a) the real property described in Schedules "A" and "B" hereto, and all proceeds thereof (the "**Real Property**"), owned by the Respondents (collectively, the "**Debtors**"); and (b) all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the "**Milborne Debtors**"), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the "**Personal Property**", and together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2025 (the "Order") made in an application having Court file number CV-25_____-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the 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 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 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.

-23-

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 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 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 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 _____, 2025.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

1001116006 ONTARIO INC.

Applicant

-and- 2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.
Respondents

Court File No. CV-25-00742524-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

POLLEY FAITH LLP

TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

1001116006 ONTARIO INC.

Applicant

-and- 2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.
Respondents

Court File No. CV-25-00742524-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO ACT AS RECEIVER

POLLEY FAITH LLP

TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

1001116006 ONTARIO INC.

Applicant

-and-

2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.

Respondents

Court File No. CV-25-00742524-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF DANIEL MCNALLEY

POLLEY FAITH LLP

TD North Tower

77 King St. W., Suite 2110

Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	, THE
	)	
JUSTICE	)	DAY OF, 2025

B E T W E E N:

1001116006 ONTARIO INC.

Applicant

and

2568551 ONTARIO INC., carrying on business as CALIBREX
 DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
 INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
 INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
 ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
 KEPINSKI

Respondents

IN THE MATTER OF AN 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. 190, c. C.43, as amended

ORDER
(appointing Receiver)

THIS MOTION, made by the Applicant 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**”) appointing Grant Thornton Limited (“**Grant Thornton**”) as receiver (in such capacities, the “**Receiver**”) without security over (a) the real property described in Schedules “A” and “B” hereto, and all proceeds thereof (the “**Real Property**”), owned by the Respondents (collectively, the “**Debtors**”); and (b)

-2-

all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the “**Milborne Debtors**”), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the “**Personal Property**”, and together with the Real Property, the “**Property**”), was heard this day, by Zoom videoconference.

ON READING the affidavit of Daniel McNalley affirmed [DATE] and the exhibits thereto and on hearing the submissions of counsel for the Applicant [and for the Respondents], and on reading the consent of Grant Thornton to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that 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

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton is hereby appointed Receiver, without security, of all the “**Property**”.

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

-3-

- (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;
- (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 and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business, reject or cease to perform any contracts of the Debtors, or in respect of the Property;
- (d) to engage consultants, 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 Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any part or parts thereof;

-4-

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (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 Debtors, the Property or the 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;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (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

-5-

- (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.

- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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 Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

-6-

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, equity holders, including, without limitation, investors and shareholders, and all other persons acting on their instructions or behalf, and (iii) 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 Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in

-7-

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, 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 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 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors 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 all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the 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 or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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.

NO INTERFERENCE WITH THE RECEIVER

10. 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, in connection with the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the 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 in connection with or relating to the Property, 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 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 Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of such Debtor until such time as the Receiver, on the behalf of the Debtors, 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

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the 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*, 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the 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

16. THIS COURT ORDERS that the 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 or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the 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 Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "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 Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, 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.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

-13-

19. THIS COURT ORDERS that prior to the passing of its accounts, the 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 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

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered 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 \$750,000 (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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest, fees and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the The Guide Concerning Commercial List E-Service (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) 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 13 of the Protocol, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL ‘<●>’.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

28. 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 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the 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 Receiver is authorized and empowered to act as a representative in respect of the within

-16-

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. 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 Debtors' estates with such priority and at such time as this Court may determine.

31. 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 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.

32. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Date of issuance

(Signature of judge, officer or registrar)

SCHEDULE "A"**DESCRIPTION OF THE CALIBREX REAL PROPERTY**

1. **Municipal address:** 4249/4267 River Road, Niagara Falls

PIN: 64269-0361 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS AS IN RO160914; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS RO160914; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

2. **Municipal address:** 4249/4267 River Road, Niagara Falls

PIN: 64269-0533 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS; PT LT 8 PL 996 NIAGARA FALLS; PT LT 9 PL 996 NIAGARA FALLS AS IN BB30516 & RO479407; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN BB30516 & RO479407; PT LT 8 PL 996 NIAGARA FALLS AS IN RO599693; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

3. **Municipal address:** 4299 Queen Street, Niagara Falls

PIN: 64328-0151 (LT) in LRO #59

Legal description: PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964; CITY OF NIAGARA FALLS

Registered Owner: 2847991 Ontario Inc.;

4. **Municipal address:** 4122 Bridge Street, Niagara Falls

PIN: 64445-0015 (LT) in LRO #59

Legal description: PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

5. **Municipal address:** 4100 Bridge Street, Niagara Falls

-18-

PIN: 64445-0018 (LT) in LRO #59

Legal description: PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645; NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

6. **Municipal address:** 4551 Zimmerman Avenue, Niagara Falls

PIN: 64328-0176 (LT) in LRO #59

Legal description: LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041; CITY OF NIAGARA FALLS

Registered Owner: 2847993 Ontario Inc.; and

7. **Municipal address:** 4544 and 4552 Zimmerman Avenue, Niagara Falls

PIN: 64445-0214 (LT) in LRO #59

Legal description: LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS

Registered Owner: 2847994 Ontario Inc.

-19-

SCHEDULE "B"

DESCRIPTION OF THE MILBORNE REAL PROPERTY

1. **Municipal address:** 4578 Erie Avenue, Niagara Falls

PIN: 64328-0182 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

2. **Municipal address:** 4610 Erie Avenue, Niagara Falls

PIN: 64328-0186 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 PLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

3. **Municipal address:** 4254 Park Street, Niagara Falls

PIN: 64328-0190 (LT) in LRO #59

Legal description: PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

4. **Municipal address:** 4638 Erie Avenue, Niagara Falls

PIN: 64328-0191 (LT) in LRO #59

Legal description: LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY) T/W RO128561; S/T RO128561 (THIRDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

5. **Municipal address:** 4638 Erie Avenue, Niagara Falls

PIN: 64328-0193 (LT) in LRO #59

-20-

Legal description: LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

6. **Municipal address:** 4584 Erie Avenue, Niagara Falls

PIN: 64328-0183 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.; and

7. **Municipal address:** 4624 Erie Avenue, Niagara Falls

PIN: 64328-0257 (LT) in LRO #59

Legal description: PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.

8. **Municipal address:** 4618 Erie Avenue, Niagara Falls

PIN: 64328-0188 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030; NIAGARA FALLS

Registered Owner: 2741854 Ontario Limited

SCHEDULE "C"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton, the receiver (the "Receiver"), without security, of (a) the real property described in Schedules "A" and "B" hereto, and all proceeds thereof (the "**Real Property**"), owned by the Respondents (collectively, the "**Debtors**"); and (b) all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the "**Milborne Debtors**"), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the "**Personal Property**", and together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2025 (the "Order") made in an application having Court file number CV-25_____-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the 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 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 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.

-22-

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 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 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 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 _____, 2025.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

1001116006 ONTARIO INC.

Applicant

-and- 2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.
Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

POLLEY FAITH LLP

TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

Court File No. CV-25-00742524-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Deleted: Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario)
Receiver

Court File No. ¶

THE HONOURABLE,)
JUSTICE)
DAY OF , 2025

Deleted: ¶
JUSTICE

Deleted:)
)

Deleted: WEEKDAY, THE # ¶
DAY OF MONTH, 20YR

B E T W E E N:

Deleted: PLAINTIFF ¶
Plaintiff ¶
-

1001116006 ONTARIO INC.

Applicant

and,

Deleted: -

2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC., 2847990 ONTARIO INC., 2847991 ONTARIO
INC., 2847992 ONTARIO INC., 2847993 ONTARIO INC., 2847994 ONTARIO
INC., 2741854 ONTARIO LIMITED, 2678514 ONTARIO INC., 2678517
ONTARIO INC., CHARLES HUNTER MILBORNE and ANDRZEJ ROMAN
KEPINSKI

Deleted: DEFENDANT ¶
Defendant ¶

Respondents

IN THE MATTER OF AN 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. 190, c. C.43, as amended

**ORDER
(appointing Receiver)**

THIS MOTION, made by the Applicant 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") appointing Grant
Thornton Limited ("Grant Thornton") as receiver (in such capacities, the "Receiver") without
security, over (a) the real property described in Schedules "A" and "B" hereto, and all proceeds
thereof (the "Real Property"), owned by the Respondents (collectively, the "Debtors"); and (b)

Deleted: Plaintiff²

Deleted: "

Deleted: ")

Deleted: "

Deleted: ")

Deleted: [RECEIVER'S NAME]

Deleted: [and manager]

Deleted: "

Deleted: ")

Deleted: , of

Deleted: <object>DOCSTOR-#1771742-v8-
Model_Receivership_Order_(T_Reyes).doc

all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the “Milborne Debtors”), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the “Personal Property”, and together with the Real Property, the “Property”), was heard this day, by Zoom videoconference.

Deleted: [DEBTOR'S NAME] (the "Debtor")

Deleted: a

Deleted: Debtor,

Deleted: at 330 University Avenue, Toronto, Ontario

ON READING the affidavit of Daniel McNalley affirmed [DATE] and the exhibits thereto and on hearing the submissions of counsel for the Applicant [and for the Respondents], and on reading the consent of Grant Thornton to act as the Receiver,

Deleted: [NAME] sworn

Deleted: [NAMES], no one appearing

Deleted: [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]

Deleted: [RECEIVER'S NAME]

SERVICE

1. THIS COURT ORDERS that 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.

Deleted: Motion

Deleted: Motion

Deleted: ³

Deleted: motion

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton is hereby appointed Receiver, without security, of all the “Property”.

Deleted: [RECEIVER'S NAME]

Deleted: of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "

Deleted: ").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the 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;
- (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 and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business, reject or cease to perform any contracts of the Debtors, or in respect of the Property;
- (d) to engage consultants, 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 Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any part or parts thereof;

Deleted: Debtor

Deleted: Debtor

Deleted: Receiver's

Deleted: Debtor

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

Deleted: Debtor

Deleted: Debtor

Deleted: Debtor

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

Deleted: Debtor

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

Deleted: Receiver's

Deleted: Debtor

(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 Debtors, the Property or the 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;

Deleted: Debtor

Deleted: ⁴

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(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

Deleted: \$ _____,

Deleted: \$ _____;

- (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,

- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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 Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

Deleted: [

Deleted: ,]5

Deleted: , and in each case the Ontario *Bulk Sales Act* shall not apply

Deleted: Debtor

Deleted: Debtor

Deleted: Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

Deleted: Debtor

(r) 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 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 Debtors, and without interference from any other Person.

Deleted: Debtor

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, equity holders, including, without limitation, investors and shareholders, and all other persons acting on their instructions or behalf, and (iii) 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

Deleted: Debtor

Deleted: its

Deleted: its

Deleted: "

Deleted: "

Deleted: "

Deleted: ")

Deleted: Person's

Deleted: Receiver's

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in

Deleted: and

Deleted: Debtor

Deleted: "

Deleted: ")

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, 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 Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

Deleted: Person's

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, account numbers that may be required to gain access to the information.

Deleted: and

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the Receiver or with leave of this Court.

Deleted: <#>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 DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

Deleted: "

Deleted: "),

Deleted: DEBTOR

Deleted: Debtor

Deleted: Debtor

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the 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 or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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.

Deleted: Debtor

Deleted: "

Deleted: "

Deleted: Debtor

Deleted: Debtor

Deleted: Debtor

NO INTERFERENCE WITH THE RECEIVER

10. 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, in connection with the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' 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 Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

Deleted: Debtor

Deleted: Debtor

Deleted: Debtor's

Deleted: Debtor

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the 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 in connection with or relating to the Property, 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 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 Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of such Debtor until such time as the Receiver, on the behalf of the Debtors, 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*.

Deleted: Debtor

Deleted: the

Deleted: Debtor's

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Deleted: Debtor

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the 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*, 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the 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

16. THIS COURT ORDERS that the 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 or by any other applicable legislation.

RECEIVER'S ACCOUNTS

Deleted: RECEIVER'S

17. THIS COURT ORDERS that the Receiver and counsel to the 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 Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "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 Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, 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.

Deleted: ⁶

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

Deleted: its

19. THIS COURT ORDERS that prior to the passing of its accounts, the 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 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

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered 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 \$750,000 (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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest, fees and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

Deleted: \$ _____

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

Deleted: "A"

Deleted: "

Deleted: ")

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the The Guide Concerning Commercial List E-Service (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) 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 13 of the Protocol, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL '<●>'.

Deleted: E-Service Protocol of the

Deleted: Protocol

Deleted: Protocol

Deleted: <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>)

Deleted: 21

Deleted: Protocol

Deleted: Protocol

Deleted: '<@>'

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

Deleted: Debtor's

Deleted: Debtor

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

Deleted: Debtor

28. 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 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the 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 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.

30. 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 Debtors' estates with such priority and at such time as this Court may determine.

Deleted: Plaintiff

Deleted: motion

Deleted: Plaintiff's

Deleted: Plaintiff's

Deleted: Debtor's estate

31. 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 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.

32. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Deleted: ¶

Section Break (Next Page)
Schedule "

Date of issuance

(Signature of judge, officer or registrar)

SCHEDULE "A"

Deleted: "

DESCRIPTION OF THE CALIBREX REAL PROPERTY

1. Municipal address: 4249/4267 River Road, Niagara Falls

PIN: 64269-0361 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS AS IN RO160914; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS RO160914; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

2. Municipal address: 4249/4267 River Road, Niagara Falls

PIN: 64269-0533 (LT) in LRO #59

Legal description: PT LT 6 PL 996 NIAGARA FALLS; PT LT 7 PL 996 NIAGARA FALLS; PT LT 8 PL 996 NIAGARA FALLS; PT LT 9 PL 996 NIAGARA FALLS AS IN BB30516 & RO479407; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN BB30516 & RO479407; PT LT 8 PL 996 NIAGARA FALLS AS IN RO599693; CITY OF NIAGARA FALLS

Registered Owner: 2847990 Ontario Inc.;

3. Municipal address: 4299 Queen Street, Niagara Falls

PIN: 64328-0151 (LT) in LRO #59

Legal description: PT LT 1 BLK K PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO639964, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO639964; CITY OF NIAGARA FALLS

Registered Owner: 2847991 Ontario Inc.;

4. Municipal address: 4122 Bridge Street, Niagara Falls

PIN: 64445-0015 (LT) in LRO #59

Legal description: PT LT 198 PL 1002 AS IN BB45983; CITY OF NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

5. Municipal address: 4100 Bridge Street, Niagara Falls

PIN: 64445-0018 (LT) in LRO #59

Legal description: PT LT 197 PL 1002 TOWN OF NIAGARA FALLS AS IN RO445645; NIAGARA FALLS

Registered Owner: 2847992 Ontario Inc.;

6. Municipal address: 4551 Zimmerman Avenue, Niagara Falls

PIN: 64328-0176 (LT) in LRO #59

Legal description: LOTS 8,9,10 AND PART LOT 3, BLOCK H PLAN 999-1000, PART 1 PLAN 59R13041; CITY OF NIAGARA FALLS

Registered Owner: 2847993 Ontario Inc.; and

7. Municipal address: 4544 and 4552 Zimmerman Avenue, Niagara Falls

PIN: 64445-0214 (LT) in LRO #59

Legal description: LT 10 & PT LTS 11, 2 & 3 BLK A PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO505587 & RO679768, EXCEPT PT 1, 59R12254; NIAGARA FALLS

Registered Owner: 2847994 Ontario Inc.

SCHEDULE "B"

DESCRIPTION OF THE MILBORNE REAL PROPERTY

1. Municipal address: 4578 Erie Avenue, Niagara Falls

PIN: 64328-0182 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS PT 1, 59R664; T/W RO731845; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

2. Municipal address: 4610 Erie Avenue, Niagara Falls

PIN: 64328-0186 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; PT LT 4 PLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN BB83174; S/T BB83174; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

3. Municipal address: 4254 Park Street, Niagara Falls

PIN: 64328-0190 (LT) in LRO #59

Legal description: PT LT 4 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO128561; T/W RO128561 (SECONDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

4. Municipal address: 4638 Erie Avenue, Niagara Falls

PIN: 64328-0191 (LT) in LRO #59

Legal description: LT 1 BLK G PL 999-1000 TOWN OF NIAGARA FALLS; LT 2 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T RO128561 (FOURTHLY) T/W RO128561; S/T RO128561 (THIRDLY); NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

5. Municipal address: 4638 Erie Avenue, Niagara Falls

PIN: 64328-0193 (LT) in LRO #59

Legal description: LT 12 BLK G PL 999-1000 TOWN OF NIAGARA FALLS S/T NF49293; NIAGARA FALLS

Registered Owner: 2678514 Ontario Inc.;

6. Municipal address: 4584 Erie Avenue, Niagara Falls

PIN: 64328-0183 (LT) in LRO #59

Legal description: PT LT 1 BLK H PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO456900; S/T & T/W RO456900; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.; and

7. Municipal address: 4624 Erie Avenue, Niagara Falls

PIN: 64328-0257 (LT) in LRO #59

Legal description: PT LTS 3 & 4 BLK G 999-1000 AS IN RO773843; NIAGARA FALLS

Registered Owner: 2678517 Ontario Inc.

8. Municipal address: 4618 Erie Avenue, Niagara Falls

PIN: 64328-0188 (LT) in LRO #59

Legal description: PT LT 3 BLK G PL 999-1000 TOWN OF NIAGARA FALLS AS IN RO210030; NIAGARA FALLS

Registered Owner: 2741854 Ontario Limited

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton, the receiver (the "Receiver"), without security, of (a) the real property described in Schedules "A" and "B" hereto, and all proceeds thereof (the "Real Property"), owned by the Respondents (collectively, the "Debtors"); and (b) all of the assets, undertakings and properties of 2741854 Ontario Limited, 2678514 Ontario Inc., and 2678517 Ontario Inc. (collectively, the "Milborne Debtors"), acquired for, or used in relation to business carried on by the Milborne Debtors, including all proceeds thereof (the "Personal Property", and together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 2025 (the "Order") made in an application having Court file number CV-25 -00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the 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 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 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.

Deleted: [RECEIVER'S NAME],

Deleted: "

Deleted: ")

Deleted: [DEBTOR'S NAME]

Deleted: a

Deleted: Debtor

Deleted: collectively

Deleted: "

Deleted: ")

Deleted: 20__

Deleted: "

Deleted: ")

Deleted: action

Deleted: __-CL-_____,

Deleted: "

Deleted: ")

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 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 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 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 _____, 2025.

Deleted: 20__.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Deleted: [RECEIVER'S NAME],

Per: _____

Name:

Title:

001116006 ONTARIO INC.

-and- 2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.
Respondents

Court File No. CV-25-00742524-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

POLLEY FAITH LLP

TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

1001116006 ONTARIO INC.

Applicant

-and-

2568551 ONTARIO INC., carrying on business as CALIBREX
DEVELOPMENT GROUP INC. et al.

Respondents

Court File No. CV-25-00742524-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**APPLICATION RECORD
(Volume 2 of 2)**

POLLEY FAITH LLP

TD North Tower
77 King St. W., Suite 2110
Toronto, ON M5K 2A1

Andrew Faith (47795H)

afaith@polleyfaith.com

Brookelyn Kirkham (70643W)

bkirkham@polleyfaith.com

Dayna Christy (89438T)

dchristy@polleyfaith.com

Tel: 416.365.1600

Lawyers for the applicant

Emails for parties served: Calibrex respondents: bruno@calibrex.ca
Milborne respondents: hunter@milborne.com
Duncan C. Boswell: duncan.boswell@gowlingwlg.com