Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

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

APPLICATION RECORD

June 16, 2026

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

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Lawyers for the Applicant

TO: THE SERVICE LIST

Court File No.: CL-26-00000276-0000

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SERVICE LIST
(as at June 12, 2026)

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AND TO:	**NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP / NOVA RIDGE (MANDERLEY) GP CORP.** 250 Merton Street, Suite 40 Toronto, Ontario, M4S 1B1 **Michael Butler** Email: mbutler@novaridge.com
AND TO:	**ALIXPARTNERS RESTRUCTURING, INC.** 220 Bay Street, Suite 1300 Toronto, ON M5J 2W4 **Bobby Kofman** Email: bkofman@ksvadvisory.com Tel: 416-932-6228 **Noah Goldstein** Email: ngoldstein@ksvadvisory.com Tel: 416-932-6207 *Proposed Receiver*
AND TO:	**MCCARTHY TÉTRAULT LLP** 66 Wellington Street West, Suite 5300 Toronto, ON M5K 1E6 **Heather Meredith** Email: hmeredith@mccarthy.ca Tel: 416-601-8342 **Trevor Courtis** Email: tcourtis@mccarthy.ca Tel: 416-601-7643 *Counsel to the Proposed Receiver*
AND TO:	**THE BRICK WAREHOUSE LP** 16904-137 Avenue NW Edmonton, AB T5V 0C8 *PPSA Registrant*

AND TO:	**WESTMOUNT GUARANTEE SERVICES INC.** 600 Cochrane Drive, Suite 205 Markham, ON L3R 5K3 Email: info@westmountguarantee.com *PPSA Registrant and Chargee*
AND TO:	**ULTIMATE FIRE PROTECTION LTD.** 590 South Service Road Stoney Creek, ON L8E 4H1 *Construction Lien Claimant*
AND TO:	**WILKINSON MANDERLEY INC.** 370 King St. W Suite 804, Box 40 Toronto, ON M5V 1J9 Email: jeffw@cbwilkinson.com *Construction Lien Claimant*
AND TO:	**WEIRFOULDS LLP** 4100 – 66 Wellington St. W. PO Box 35, TD Bank Tower Toronto, ON Canada M5K 1B7 **Glenn Ackerley** Email: gackerley@weirfoulds.com Tel: 416-947-5008
AND TO:	**NEKISON ENGINEERING & CONTRACTORS LIMITED** 17 St. Lawrence Ave Toronto, ON M8Z 4W3 Email: info@nekison.com *Construction Lien Claimant*
AND TO:	**CANADA REVENUE AGENCY** c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO:	**HIS MAJESTY THE KING IN RIGHT OF ONTARIO** as represented by the Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa, ON L1H 8H5 **Steven Groeneveld** Email: steven.groeneveld@ontario.ca Tel: 905-440-2470
AND TO:	**INSOLVENCY UNIT** Ontario Ministry of Finance 33 King Street West Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca
AND TO:	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca

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Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

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Applicant

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INDEX

TAB	DOCUMENT
1.	Notice of Application
2.	Affidavit of Jane Taylor sworn June 16, 2026
A.	Exhibit A – Corporate profile report for Nova Ridge (Manderley) Limited Partnership
B.	Exhibit B – Corporate profile report for Nova Ride (Manderley) GP Corp.
C.	Exhibit C – Original Construction Loan Agreement dated May 13, 2022
D.	Exhibit D – First Amendment to Credit Agreement dated September 30, 2022
E.	Exhibit E – Second Amendment to Credit Agreement dated December 19, 2024
F.	Exhibit F – Third Amendment to Credit Agreement dated September 30, 2025
G.	Exhibit G – Fourth Amendment to Credit Agreement dated December 31, 2025
H.	Exhibit H – Original Mezzanine Loan Agreement dated May 13, 2022

I.	Exhibit I – First Amendment to Credit Agreement dated August 19, 2024
J.	Exhibit J – Second Amendment to Credit Agreement dated December 19, 2024
K.	Exhibit K – Third Amendment to Credit Agreement dated September 30, 2025
L.	Exhibit L – Fourth Amendment to Credit Agreement dated December 31, 2025
M.	Exhibit M – Debenture dated May 10, 2022
N.	Exhibit N – Debenture Charge
O.	Exhibit O – Assignment of Material Project Agreements dated May 18, 2022
P.	Exhibit P – Assignment of Material Project Agreements dated May 18, 2022
Q.	Exhibit Q – Assignment of Condominium Sales Agreements and Deposits dated May 18, 2022
R.	Exhibit R – Assignment of Condominium Sales Agreements and Deposits dated May 18, 2022
S.	Exhibit S – Share Pledge dated May 18, 2022
T.	Exhibit T – Share Pledge dated May 18, 2022
U.	Exhibit U – Limited Recourse Guarantee dated May 18, 2022
V.	Exhibit V – Limited Recourse Guarantee dated May 18, 2022
W.	Exhibit W – Unlimited Guarantee from Michael Butler dated May 18, 2022
X.	Exhibit X – Unlimited Guarantee from Michael Butler dated May 18, 2022
Y.	Exhibit Y – Intercreditor Agreement dated September 30, 2022
Z.	Exhibit Z – Westmount Subordination Agreement dated May 13, 2022
AA.	Exhibit AA – Parcel register for PIN 77159-0121 (LT)
BB.	Exhibit BB – ON PPSR search results
CC.	Exhibit CC – Forbearance Agreement dated February 1, 2026
DD.	Exhibit DD – Forbearance Agreement dated February 1, 2026
EE.	Exhibit EE – Demand Letters and 244 Notices

FF.	Exhibit FF – Consent to act as receiver and manager from AlixPartners Restructuring, Inc.
3.	Draft Receivership Order
4.	Blackline of Draft Receivership Order to Model Order

TAB 1

Electronically issued / Délivré par voie électronique : 12-Jun-2026 Court File No./N° du dossier du greffe: CL-26-00000276-0000
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

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NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

At the following location:

On June 23, 2026 at 12:00pm or as soon after that time as the application can be heard, by judicial videoconference via Zoom at Toronto, Ontario. Zoom particulars to follow.

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 two 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 court office: Superior Court of Justice
330 University Avenue
Toronto, Ontario M5G 1E6

TO: THE SERVICE LIST

APPLICATION

1. The Applicant, United Overseas Bank Limited ("**UOB**"), makes an application for:

   (a) an order, substantially in the form included in the Application Record, among other things:

      (i) validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;

      (ii) appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver (in such capacity, the "**Proposed Receiver**") pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "**CJA**") of all the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership ("**Nova Ridge**") and Nova Ridge (Manderley) GP Corp. ("**Nova Ridge GP**" and collectively with Nova Ridge, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors at the Real Property (as defined below) (the "**Property**"); and

      (iii) granting certain related relief; and

   (b) such further and other relief as this Honourable Court deems just.[1]

THE GROUNDS FOR THIS APPLICATION ARE:

The Debtors

   (a) Nova Ridge is the registered title holder of all units within TSSC 3159 that have not been sold to third-party purchasers, as municipally and legally described below (the "**Real Property**"):

[1] Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Affidavit of Jane Taylor to be filed.

Municipal Address: 1478-1496 Kingston Road, Toronto

PINs: 77159-0001 (LT) to 77159-0387 (LT) (excluding any units owned by third-party purchasers)

Legal Description: PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO

The Project

(b) The Debtors have substantially completed constructing an 11-storey condominium development on the Real Property. The development, known as "The Manderley" (the "**Project**"), includes 194 condominium units and two ground floor retail units.

(c) The Project recently achieved substantial completion on April 28, 2026. The certificate of substantial completion was published on May 5, 2026. The ground floor retail units have been sold and closed. The majority of the 194 condominium units have been sold to third party purchasers, however there are certain units that are subject to agreements of purchase and sale that have not yet closed and certain units that remain to be sold.

The Lenders and the Security

(d) UOB, as administrative agent (in such capacity, the "**Agent**"), and UOB and Laurentian Bank of Canada ("**Laurentian**"), as lenders (collectively, the "**Construction Lenders**") made available a non-revolving term construction facility in an amount up to $79,916,000 (the "**Term Construction Facility**"), and

UOB established a non-revolving standby letter of credit/letter of guarantee facility in an amount up to $2,500,000 (the "**LC Facility**" and collectively with the Construction Facility, the "**Construction Loan Facilities**"). The Construction Loan Facilities had a maturity date of January 31, 2026.

(e) As at June 8, 2026, the Borrower remains indebted to the Agent in relation to the Construction Loan Facilities in the approximate amount of $21,123,337.16 (the "**Construction Loan Indebtedness**") excluding fees, costs and other reimbursable amounts, as well as the LC Obligations.

(f) UOB (in such capacity, the "**Mezzanine Lender**" and collectively with the Construction Lenders, the "**Lenders**") made available to the Debtors a non-revolving term mezzanine facility in an amount up to $9,050,000 (the "**Mezzanine Facility**" and collectively with the Construction Loan Facilities, the "**Facilities**"). The Mezzanine Facility had a maturity date of February 28, 2026.

(g) As at June 8, 2026, the Borrower remains indebted to the Mezzanine Lender in relation to the Mezzanine Facility in the approximate amount of $8,913,610.72 (the "**Mezzanine Loan Indebtedness**") excluding fees, costs and other reimbursable amounts.

(h) The Facilities are secured by, among other things, a Demand Debenture given by the Debtors dated May 10, 2022 (the "**Debenture**"). Pursuant to the Debenture, the Debtors, among other things:

(i) mortgaged and charged as and by way of a first fixed specific mortgage and charge to and in favour of UOB, as Agent and Mezzanine Lender (the "**Secured Party**"), all of its right, title, estate and interest, present and future, in and to the Real Property and all buildings, erections, structures, improvements and fixtures now or hereafter constructed or placed in, under or upon the Real Property;

(ii) granted a security interest to and in favour of the Secured Party in all of its present and after-acquired property located in, on or at, acquired or used in connection with, arising from, or otherwise relating to the Real Property; and

(iii) assigned to the Secured Party all of its right, title and interest in all agreements relating to the Real Property or the business, undertaking and operations of the Debtors in respect of the Real Property.

(i) The Debenture was registered against the Real Property as Instrument No. AT6044624 on May 10, 2022 (the "**Debenture Charge**"). The personal property security interests granted as part of the Debenture were perfected by registration pursuant to the Ontario *Personal Property Security Act*.

(j) The Debenture Charge ranks in priority to all other charges on title to the Real Property with the exception of (i) certain planning, municipal and utility registrations, and (ii) certain undischarged lien claims, solely with respect to any holdback.

(k) The Debenture provides the Secured Party with the right to appoint a receiver over the Property upon the occurrence of an Event of Default (as defined in the Debenture), among other remedies.

Maturity, Forbearance and Defaults

(l) The Construction Loan Facilities matured on January 31, 2026 and the Mezzanine Facility matured on February 28, 2026 (collectively, the "**Maturity Date**") and were repayable in full by the Debtors. The Debtors failed to repay the amounts outstanding under the Facilities to the Lenders on, or at any time since, the applicable Maturity Date.

(m) On February 1, 2026, forbearance agreements were entered into with respect to the Construction Loan Facilities and the Mezzanine Facility (the "**Forbearance Agreements**").

(n) Pursuant to the Forbearance Agreements, among other things:

(i) the Debtors acknowledged that events of default have occurred and are continuing under the Loan Agreements due to the Debtors' failure to repay the outstanding amounts under the Facilities on or before the Maturity Date; and

(ii) the Lenders agreed to forbear from exercising any rights or remedies against the Debtors and the Guarantor until the earlier of April 17, 2026 or a Termination Event (as defined in the Forbearance Agreements).

(o) The forbearance was conditional on, among other things:

(i) all accrued and outstanding interest on the Facilities being paid and any future interest payments being paid when due;

(ii) Albert Gelman Inc. (the "**Financial Advisor**") being appointed, at the Debtors' expense, as financial advisor to the Lenders to monitor the Debtors and the Property and a retainer of $40,000 being paid to the Agent with respect to the costs of the Financial Advisor; and

(iii) All costs of the Lenders being paid by the Debtors within 10 days of receipt of the relevant invoices.

(p) In breach of the terms of the Forbearance Agreements:

(i) the Debtors failed to make any payments of interest that became due and owing on the Facilities after the date of the Forbearance Agreements; and

(ii) the Debtors failed to pay the retainer for the costs of the Financial Advisor and failed to pay the other costs of the Lenders upon invoices being provided.

(q) On April 21, 2026, following expiry of the forbearance period, the Agent and Mezzanine Lender issued demand letters and notices of intention to enforce security pursuant to section 244(1) of the BIA to the Debtors. The relevant notice period has expired.

(r) Over the past several months, the Debtors have increasingly stopped paying their contractors and suppliers in the ordinary course. As a result, liens have begun to be registered by unpaid trades and suppliers against the Real Property, in breach of the Loan Agreements and the Debenture.

Receiver Should be Appointed

(s) The Facilities have matured and are in default. In breach of the Loan Agreements, and notwithstanding demand by the Lenders, the Debtors have failed or refused to repay the Facilities in full in accordance with the Loan Agreements on the Maturity Date, or at any time thereafter. The Debtors have also committed other Events of Default, including failing to pay interest, fees and other costs due and owing to the Lenders, in breach of the Loan Agreements and the Forbearance Agreements.

(t) The Secured Party is concerned that its security in the Real Property and in the other assets of the Debtors has deteriorated and is at significant risk of further deterioration. The, further impeding the ability of the Debtors to realize on the remaining units.

(u) The need for an appointment of a receiver is apparent based on the current circumstances and is just and convenient for the following reasons:

(i) the Debtors are in default of their obligations to the Lenders under the Loan Agreements and the Debenture;

(ii) the Debtors appear unable to pay outstanding Project costs and have permitted liens to be registered against the Real Property;

(iii) the Lenders' security in the Real Property has deteriorated and is at significant risk of further deterioration;

(iv) a receiver is well positioned to conduct a sale process for the remaining units while limiting legal costs;

(v) carrying out the sales in a court-supervised process will allow any liens registered against the Real Property to be dealt with in a manner that preserves the rights of lien claimants while allowing sales to close;

(vi) the Agent has the right to appoint a receiver pursuant to the Debenture; and

(vii) there is a need to preserve, protect and realize on the Real Property for the benefit of all of the Debtors' creditors and stakeholders generally.

(v) The Agent proposes that AlixPartners be appointed as receiver over the Property of the Debtors. AlixPartners has agreed to accept the appointment.

STATUTORY AND OTHER GROUNDS

2. Section 243 of the BIA and Section 101 of the CJA;

3. Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, 16, 38 and 57 of the *Rules of Civil Procedure*; and

4. Such further and other grounds as counsel may advise and this Court may permit.

5. The following documentary evidence will be used at the hearing of the application:

(a) the Affidavit of Jane Taylor to be filed, and the exhibits thereto; and,

(b) such further and other evidence as counsel may advise and this Honourable Court may permit.

June 12, 2026

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
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Toronto ON M5X 1G5

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Email: thomas.gertner@gowlingwlg.com

Lawyers for the Applicant

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.	Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

Court File No.: CL-26-00000276-0000

ONTARIO
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COMMERCIAL LIST

BETWEEN:

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AFFIDAVIT OF JANE TAYLOR
(sworn June 16, 2026)

I, Jane Taylor of the City of Vancouver in the Province of British Columbia, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Country Manager (Canada) with United Overseas Bank Limited ("**UOB**"), the Applicant in these proceedings. I have been involved in the day-to-day oversight of UOB's relationship with the Respondents. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my knowledge and believe it to be true.

2. This affidavit is sworn in support of UOB's application for an order (the "**Receivership Order**"), substantially in the form attached to the Application Record at Tab 3, appointing

AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver and manager (in such capacity, the "**Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) of all the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership ("**Nova Ridge**") and Nova Ridge (Manderley) GP Corp. ("**Nova Ridge GP**" and collectively with Nova Ridge, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors at the Real Property (as defined below) (the "**Property**").

3. All references to currency in this affidavit are references to Canadian Dollars, unless otherwise indicated.

A. THE DEBTORS AND THE REAL PROPERTY

4. Nova Ridge is a limited partnership organized under the laws of Ontario with its principal place of business in Toronto, Ontario. A copy of Nova Ridge's profile is attached hereto as **Exhibit "A"**.

5. Nova Ridge GP is a corporation incorporated under the laws of Ontario with its registered head office in Toronto, Ontario. Nova Ridge GP is the general partner of Nova Ridge. A copy of Nova Ridge GP's corporate profile is attached hereto as **Exhibit "B"**.

6. Nova Ridge is the registered owner of all units within Toronto Standard Condominium Plan 3159 (the "**Nova Condominium**") that have not been sold to third-party purchasers, as municipally and legally described below (the "**Real Property**"):

Municipal Address: 1478-1496 Kingston Road, Toronto

PINs: 77159-0001 (LT) to 77159-0387 (LT) (excluding any units owned by third-party purchasers)

Legal Description: PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO[1]

7. The Debtors have substantially completed constructing an 11-storey condominium development on the Real Property. The development, known as "The Manderley" (the "**Project**"), includes 194 condominium units and two ground floor retail units located in Toronto's Birch Cliff neighbourhood at the intersection of Manderley Drive and Kingston Road.

8. The Project achieved substantial completion on April 28, 2026. The certificate of substantial completion was published on May 5, 2026. The ground floor retail units have been sold and closed. I understand from correspondence between the Debtors and AlixPartners that as of last week, of the 194 residential condominium units approximately 125 have sold and closed with 69 units remaining. Of those 69 remaining units, 23 are not subject to any purchase and sale agreements.

B. CREDIT AGREEMENTS AND RELATED SECURITY

9. As detailed further below, as of June 8, 2026, the Debtors were indebted to the Construction Lenders (as defined below) in the aggregate amount of approximately $21,123,317.16 in respect

[1] The legal description provided describes the Real Property prior to registration of the Nova Condominium.

of the Construction Loan Facilities (as defined below) and $8,913,610.72 to the Mezzanine Lender (as defined below) in respect of amounts due under the Mezzanine Facility (as defined below) each excluding fees, costs and other reimbursable amounts as well as the LC Obligations (as defined below). Interest, costs and other reimbursable amounts continue to accrue under these agreements. The Lenders hold security over the Real Property, the Project and all other assets of the Debtors, with the Construction Loan Facilities ranking in priority to the Mezzanine Facility in accordance with an Intercreditor Agreement, described below.

(i) Construction Loan Agreement

10. UOB, as administrative agent (in such capacity, the "**Agent**"), UOB and Laurentian Bank of Canada ("**Laurentian**"), as lenders (collectively, the "**Construction Lenders**"), the Debtors, as borrower, and Michael Butler, as guarantor (the "**Guarantor**") are party to a Credit Agreement made as of May 13, 2022 (the "**Original Construction Loan Agreement**" and as amended from time to time as set out below, the "**Construction Loan Agreement**"). A copy of the Original Construction Loan Agreement is attached hereto as **Exhibit "C"**.

11. Pursuant to the Original Construction Loan Agreement, (i) the Lenders made available to the Debtors a non-revolving term construction facility in an amount up to $78,330,000 (the "**Term Construction Facility**"), and (ii) UOB established a non-revolving standby letter of credit/letter of guarantee facility in an amount up to $2,500,000 (the "**LC Facility**" and collectively with the Construction Facility, the "**Construction Loan Facilities**"), each with a maturity date of May 13, 2025.

12. The Original Construction Loan Agreement was subsequently amended and restated as follows:

Amendment	**Summary of Amendments**[2]	**Exhibit**
First Amendment to Credit Agreement dated September 30, 2022	Maximum amount of the Term Construction Facility increased to $79,916,000	**"D"**
Second Amendment to Credit Agreement dated December 19, 2024	Maturity date extended to July 31, 2025, with the Debtors having the option to extend the maturity date twice for a period of one month each (which were exercised).	**"E"**
Third Amendment to Credit Agreement dated September 30, 2025	Maturity date extended to December 31, 2025.	**"F"**
Fourth Amendment to Credit Agreement dated December 31, 2025	Maturity date extended to January 31, 2026 and no further drawdowns were permitted under the Construction Loan Facilities.	**"G"**

13. Advances under the Term Construction Facility bear interest at UOB's prime rate plus 1.5%, payable monthly on the first business day of the month.

14. As at June 8, 2026, the Borrower remains indebted to the Agent under the Construction Loan Agreement in the amount of $21,123,337.16, comprised of a principal balance of $21,095,825.89, interest outstanding of $27,511.27 excluding fees, costs and other reimbursable amounts as well as the LC Obligations. There are outstanding obligations of approximately $605,736.50 in respect of the LC Facilities (the "**LC Obligations**") in addition to this amount.

[2] This chart is not intended to be exhaustive and only summarizes the material amendments for the purposes of this application. Any other amendments are set out in the documents attached hereto at the exhibit specified.

15. Interest, costs and other reimbursable amounts continue to accrue under the Construction Loan Agreement.

(ii) Mezzanine Loan Agreement

16. UOB, as lender (in such capacity, the "**Mezzanine Lender**" and collectively with the Construction Lenders, the "**Lenders**") and the Debtors, as borrower, are party to a Credit Agreement made as of May 13, 2022 (the "**Original Mezzanine Loan Agreement**" and as amended from time to time as set out below, the "**Mezzanine Loan Agreement**" and collectively with the Original Construction Loan Agreement, as amended from time to time, the "**Loan Agreements**"). A copy of the Original Mezzanine Loan Agreement is attached hereto as **Exhibit "H"**.

17. Pursuant to the Original Mezzanine Loan Agreement, the Mezzanine Lender made available to the Debtors a non-revolving term mezzanine facility in an amount up to $7,000,000 (the "**Mezzanine Facility**" and collectively with the Construction Loan Facilities, the "**Facilities**") with a maturity date of May 13, 2025. The Mezzanine Facility could only be drawn in a single advance of $5,000,000, with the balance of the commitment made available to the Debtors for capitalizing interest.

18. The Original Mezzanine Loan Agreement was subsequently amended and restated as follows:

Amendment	Summary of Amendments[3]	Exhibit
First Amendment to Credit Agreement dated August 19, 2024	Substitution of first mortgage on Mezzanine Collateral Property (defined below) which has priority over the Collateral Debenture (defined below).	**"I"**
Second Amendment to Credit Agreement dated December 19, 2024	Maturity date extended to December 31, 2025. Commitment increased by $2,050,000 to $9,050,000, with the increase made available for further drawdowns under the Mezzanine Facility.	**"J"**
Third Amendment to Credit Agreement dated September 30, 2025	Maturity date extended to February 28, 2026.	**"K"**
Fourth Amendment to Credit Agreement dated December 31, 2025	Permitted use of funds revised to provide that advances would be used solely to meet debt service requirements under the Mezzanine Facility and the Construction Loan Facilities.	**"L"**

19. Advances under the Mezzanine Facility bear interest at UOB's prime rate plus 6.05%. Pursuant to the Mezzanine Loan Agreement, interest was capitalized monthly and once the capitalized interest exceeded $2,000,000 in aggregate, the Debtors were required to pay interest monthly on the first business day of the month.

20. As at June 8, 2026, the Borrower remains indebted to the Mezzanine Lender under the Mezzanine Loan Agreement in the amount of $8,913,610.72, comprised of a principal balance of $8,893,144.30, interest outstanding of $20,466.42 excluding fees, costs and other reimbursable

[3] This chart is not intended to be exhaustive and only summarizes the material amendments for the purposes of this application. Any other amendments are set out in the documents attached hereto at the exhibit specified.

amounts. Interest, costs and other reimbursable amounts continue to accrue under the Mezzanine Loan Agreement.

(iii) Security

21. The Facilities are secured by a Demand Debenture given by the Debtors dated May 10, 2022 (the "**Debenture**"), a copy of which is attached as **Exhibit "M"**. Pursuant to the Debenture, the Debtors, among other things:

(a) mortgaged and charged as and by way of a first fixed specific mortgage and charge to and in favour of UOB, as Agent and Mezzanine Lender (the "**Secured Party**"), all of its right, title, estate and interest, present and future, in and to the Real Property and all buildings, erections, structures, improvements and fixtures now or hereafter constructed or placed in, under or upon the Real Property;

(b) granted a security interest to and in favour of the Secured Party in all of its present and after-acquired property located in, on or at, acquired or used in connection with, arising from, or otherwise relating to the Real Property; and

(c) assigned to the Secured Party all of its right, title and interest in all agreements relating to the Real Property or the business, undertaking and operations of the Debtors in respect of the Real Property.

22. The Debenture was registered against the Real Property as Instrument No. AT6074624 on May 10, 2022 (the "**Debenture Charge**"). A copy of the Debenture Charge is attached hereto as **Exhibit "N"**.

23. Section 3.1(r) of the Debenture provides the Secured Party with the right to appoint a receiver over the Property upon the occurrence of an Event of Default (as defined in the Debenture), among other remedies.

24. The Facilities are also secured by (collectively with the Debenture, the "**Common Security**"), among other things:

(a) Assignments of Material Project Agreements dated May 18, 2022, pursuant to which the Debtors assigned and transferred to the Secured Party certain material project agreements related to the development and construction of the Project, copies of which are attached as **Exhibits "O"** and **"P"**;

(b) Assignments of Condominium Sales Agreements and Deposits dated May 18, 2022, pursuant to which the Debtors assigned and transferred to the Secured Party all purchase and sale agreements in respect of units at the Project and all associated deposits paid by purchasers, copies of which are attached as **Exhibits "Q"** and **"R"**;

(c) Pledge Agreements dated May 18, 2022 (the "**Share Pledges**"), pursuant to which the shareholders of Nova Ridge GP pledged their shares to the Secured Party, copies of which are attached as **Exhibits "S"** and **"T"**;

(d) Limited Recourse Guarantees dated May 18, 2022 from the shareholders of Nova Ridge GP in favour of the Secured Party in respect of the Share Pledges, copies of which are attached as **Exhibits "U"** and **"V"**; and

(e) unlimited Guarantees from Michael Butler, the President of the Debtors, dated May 18, 2022, copies of which are attached as **Exhibits "W"** and **"X"**.

25. The Mezzanine Facility is also secured by (collectively with the Common Security, the "**Security**"), among other things:

(a) a guarantee from an affiliate of the Debtors, Nova Ridge (Queensway) Development LP (the "**Collateral Guarantor**") dated May 18, 2022; and

(b) a demand debenture given by the Collateral Guarantor dated May 10, 2022 (the "**Collateral Debenture**") with respect to units in a condominium located at 755 Queensway East, Mississauga, Ontario (the "**Collateral Property**"), on similar terms as the Debenture, which is subordinate to a mortgage in favour of PH Financial Ltd. against the Collateral Property.

(iv) Intercreditor Agreement

26. Pursuant to a Priority and Standstill Agreement between UOB, as Agent with respect to the Construction Loan Facilities, UOB, as Mezzanine Lender, the Debtors and the Guarantor dated May 13, 2022, as amended and restated on September 30, 2022 (as amended and restated, the "**Intercreditor Agreement**"), the Construction Loan Facilities have priority over the Mezzanine Facility with respect to the Common Security. A copy of the Intercreditor Agreement is attached hereto as **Exhibit "Y"**.

(v) Tarion Bond and Deposit Insurance

27. The Debtors obtained Tarion Bond and Excess Condominium Deposit Insurance facilities with respect to the Project from Westmount Guarantee Services Inc. ("**Westmount**"). The Debtors granted a mortgage against the Real Property in favour of Westmount (the "**Westmount Mortgage**"). The Westmount Mortgage was registered against the Property as Instrument No. AT6077906 on May 13, 2022.

28. The Debtors also granted security interests to Westmount in certain of their personal property (collectively with the Westmount Mortgage, the "**Westmount Security**"), including deposit monies received from time to time from purchasers of condominium units in the Project and accrued interest thereon (the "**Deposit Monies**").

29. Pursuant to a Priority Agreement between Westmount, UOB, as Agent with respect to the Construction Loan Facilities, and UOB, as Mezzanine Lender, dated May 13, 2022 (the "**Westmount Subordination Agreement**"), (i) the Debenture Charge has priority over the Westmount Mortgage, and (ii) the Security has priority over the Westmount Security, except in respect of Deposit Monies for so long as they remain in trust. A copy of the Westmount Subordination Agreement is attached hereto as **Exhibit "Z"**.

(vi) Priority

30. I am advised by Thomas Gertner of Gowling WLG (Canada) LLP ("**Gowling**"), enforcement counsel to the Applicant[4], that the Debenture Charge ranks in priority to all other

[4] This statement is not intended to serve as a waiver of any solicitor-client privilege the Lenders may have with Gowling.

charges on title to the Real Property with the exception of (i) certain planning, municipal and utility registrations, and (ii) certain undischarged lien claims described further below, solely with respect to any holdback. A copy of an example parcel register for one of the remaining unsold units comprising the Real Property (PIN 77159-0121 (LT)) as of June 10, 2026 (the "**PIN Sample**") is attached hereto as **Exhibit "AA"**.

31. The personal property security interests granted as part of the Security were registered in the Ontario Personal Property Security Registry ("**ON PPSR**") against Nova Ridge (File No. 773447499) and Nova Ridge GP (File No. 773447499) on June 14, 2021. A copy of the ON PPSR search results with a file currency of April 22, 2026 and May 14, 2026, respectively, are attached hereto as **Exhibit "BB"**.

32. Other than the Secured Party and Westmount, there is only one other party that has filed a financing statement against the Debtors. A financing statement was filed by The Brick Warehouse LP ("**The Brick**") against the Borrower GP on June 11, 2025 asserting a purchase-money security interest in certain specified appliances supplied to the Project and indicating an amount outstanding of $896,000.00.

33. UOB intends to serve Westmount and The Brick its materials in connection with this receivership application.

C. MATURITY, FORBEARANCE AND DEFAULTS

34. As detailed below, there are various events of default that have occurred and are continuing under the Loan Agreements, including failing to repay principal on maturity, failing to pay interest when due, the registration of liens against the Real Property and Project funds being deposited into

accounts other than the designated Project account, and being used to pay subordinate creditors. The Lenders have delivered demands and the required statutory notices and are entitled to the appointment of a receiver under the Loan Agreements and Security.

(i) Maturity

35. In accordance with the Loan Agreements, the Construction Loan Facilities matured on January 31, 2026 and the Mezzanine Facility matured on February 28, 2026 (collectively, the "**Maturity Date**") and were repayable in full by the Debtors. The Debtors failed to repay the amounts outstanding under the Facilities to the Lenders on, or at any time since, the applicable Maturity Date.

(ii) Forbearance Agreements

36. On February 1, 2026, forbearance agreements were entered into with respect to the Construction Loan Facilities and the Mezzanine Facility (the "**Forbearance Agreements**"). Copies of the Forbearance Agreements are attached hereto as **Exhibits "CC"** and **"DD"**.

37. Pursuant to the Forbearance Agreements, among other things:

(a) the Debtors acknowledged that events of default have occurred and are continuing under the Loan Agreements due to the Debtors' failure to repay the outstanding amounts under the Facilities on or before the Maturity Date; and

(b) the Lenders agreed to forbear from exercising any rights or remedies against the Debtors and the Guarantor until the earlier of April 17, 2026, or a Termination Event (as defined in the Forbearance Agreements).

38. The forbearance was conditional on, among other things:

(a) all accrued and outstanding interest on the Facilities being paid and any future interest payments being paid when due;

(b) Albert Gelman Inc. (the "**Financial Advisor**") being appointed, at the Debtors' expense, as financial advisor to the Lenders to monitor the Debtors and the Property and a retainer of $40,000 being paid to the Agent with respect to the costs of the Financial Advisor; and

(c) all costs of the Lenders being paid by the Debtors within 10 days of receipt of the relevant invoices.

39. In breach of the terms of the Forbearance Agreements:

(a) the Debtors failed to make any payments of interest that became due and owing on the Facilities after the date of the Forbearance Agreements; and

(b) the Debtors failed to pay the retainer for the costs of the Financial Advisor and failed to pay the other costs of the Lenders upon invoices being provided.

(iii)Demands and s. 244 Notices

40. On April 21, 2026, following expiry of the forbearance period, the Agent and Mezzanine Lender issued demand letters (the "**Demand Letters**") and notices of intention to enforce security pursuant to section 244(1) of the BIA (the "**244 Notices**") to the Debtors, the Guarantor and the

Collateral Guarantor. Copies of the Demand Letters and the 244 Notices are attached hereto as **Exhibit "EE".**

(iv) Sales Have Slowed

41. Due to the challenging conditions in the residential condominium market, the pace of sales of units by the Debtors has slowed significantly over the past year.

(v) Construction Liens

42. Over the past several months, the Debtors have increasingly stopped paying their contractors and suppliers in the ordinary course. As at April 30, 2026, the Debtors had accrued and unpaid trade payable of approximately $3.3 million, including approximately $1.3 million aged more than 60 days and approximately $0.7 million aged more than 90 days. I expect these amounts have only grown since then.

43. Liens have begun to be registered by unpaid trades and suppliers against the Real Property, in breach of the Loan Agreements and the Debenture. As set out in the PIN Sample, as of June 10, 2026, liens had been registered in favour of Ultimate Fire Protection Ltd. (in the amount of $108,081), Wilkinson Manderlay Inc. (in the amount of $8,401,086), and Nekison Engineering and Contractors Limited (in the amount of $615,779).

44. As noted above, the certificate of substantial completion was published on May 5, 2026. I am advised by Mr. Gertner[5] that unpaid trades and suppliers have 60 days from the publication

[5] Similar to the above, this statement is not intended to serve as a waiver of any solicitor-client privilege the Lenders may have with Gowling.

date to register liens against the Real Property. The Lenders are concerned that the Debtors' non-payment of trades and suppliers will lead to further construction liens being registered against the Real Property and impede the Debtors' ability to complete sales going forward.

45. As noted above, the Debtors have 69 residential units that have not closed. The registration of liens against these properties could imperil and / or delay any closing unless a receiver is appointed with power to sell the same.

(vi) TD Accounts

46. On or around April 20, 2026, the Lenders were informed by the Financial Advisor that the Debtors had deposited approximately $3.6 million into two accounts at The Toronto-Dominion Bank (the "**TD Accounts**").

47. The Loan Agreements require that all funds relating to the Project be deposited to, and all payments for accounts payable and otherwise be paid from, the Project account maintained at UOB (the "**UOB Account**").

48. The Lenders demanded that the funds in the TD Accounts be transferred to the UOB Account, as required by the Loan Agreements. The Lenders advised the Debtors that they would take steps to enforce their security, including seeking the appointment of a receiver, if the Debtors made payments to subordinate creditors (including but not limited to commissions and non-priority trade amounts). The Debtors committed to not make any payments from the TD Accounts without the consent of the Lenders pending the transfer of those funds to the UOB Account.

49. Unfortunately, on or about May 4, 2026, the Debtors paid approximately $32,000 from the TD Accounts to a subcontractor that had registered a lien on title to the Real Property in order to facilitate the closing of one of the retail units. The payment was made without notice to the Lenders, which raised serious concerns for the Lenders. The Lenders demanded again that the funds in the TD Accounts be transferred to the UOB Account and no further payments be made to subordinate creditors.

50. On or around May 8, 2026, the Debtors transferred the balance of the funds in the TD Accounts to the UOB Account, less an agreed-upon reserve.

51. The Debtors subsequently requested that the Lenders permit them to remit HST collected with respect to sales completed in the month of April 2026 from the UOB Account to the CRA. The Lenders advised the Debtors that they were enforcing their right pursuant to the Credit Agreement and Security to set-off the amounts in the UOB Account against the amount outstanding under the Construction Facilities. The Lenders reiterated their intention to seek the appointment of a receiver and their expectation that the receiver would subsequently seek a bankruptcy order against Nova Ridge to reverse HST arrears. HST arrears are in excess of $230,000.

D. THE NEED FOR A COURT-APPOINTED RECEIVER

52. The Lenders seek the appointment of AlixPartners as receiver of the property, assets and undertakings of the Debtors, including the Property, in accordance with the terms of the Loan Agreements and the Debenture. AlixPartners has consented to act as receiver and manager. A copy of its consent to act as receiver and manager is attached hereto as **Exhibit "FF"**.

53. The Facilities have matured and are in default. In breach of the Loan Agreements, and notwithstanding demand by the Lenders, the Debtors have failed or refused to repay the Facilities in full in accordance with the Loan Agreements on the Maturity Date, or at any time thereafter. The Debtors have also failed to pay interest, fees and other costs due and owing to the Lenders, in breach of the Loan Agreements and the Forbearance Agreements.

54. The Secured Party is concerned that its security in the Real Property and in the other assets of the Debtors has deteriorated and is at significant risk of further deterioration. The Debtors appear unable to pay outstanding Project costs and have permitted liens to be registered against the Real Property, further impeding the ability of the Debtors to realize on the remaining units.

55. The Lenders seek immediate appointment of the Receiver to protect their security in the Real Property and other assets of the Debtors and to facilitate the sale of remaining units, especially given the slow pace of sales achieved by the Debtors over the past year. The Receiver intends to consider various options to sell the remaining units, including retaining one or more listing agents for this purpose, as well as opportunities to complete one or more *en bloc* transactions for the remaining units. Carrying out the sales in a court-supervised process will allow any liens registered against the Real Property to be dealt with in a manner that preserves the rights of lien claimants while allowing sales to close.

56. Upon appointment, the Receiver will develop a sale and investment solicitation process to realize upon the Property efficiently and effectively. Approval of a sale and investment solicitation process will be sought at a subsequent hearing.

57. The Lenders are prepared to provide funds necessary to advance these receivership proceedings of the Debtors on the condition that the Receiver's Borrowings Charge sought by the Lenders in the proposed Receivership Order is granted. The Receiver's Borrowing Charge is sought to be granted priority to all claims, including the claims of construction lien claimants, so as to permit senior secured financing of required receivership costs and expenses. The proposed Receivership Order authorizes and empowers the Receiver to borrow up to the principal amount of $500,000 (or such greater amount as the Court may authorize by further Order) secured by the Receiver's Borrowings Charge.

58. Absent the granting of the proposed Receivership Order, the Lenders are not prepared to advance additional funds to the Debtors in light of their clear financial distress, their payment of amounts to subordinate creditors from accounts at other financial institutions and the registration of liens against the Real Property.

59. The Lenders are entitled to seek appointment of a Receiver over the Property and the Debtors pursuant to the terms of the Loan Agreements, and view such appointment as both necessary and critical to preserve the value of the Property.

60. The Debtors have indicated to the Lenders that they will consent to the appointment of the Receiver.

E. CONCLUSION

61. In these circumstances, I believe it is just, convenient, appropriate and in the best interests of the Lenders and the Debtors' creditors and stakeholders that a receiver is to be appointed over the Property to ensure the value of the Property can be maintained and realized upon efficiently.

SWORN BEFORE ME remotely by videoconference on this 16th day of June, 2026 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Vancouver, in the Province of British Columbia, and the Commissioner was located in the City of Toronto, in the Province of Ontario.

A Commissioner for taking Affidavits
Name: Namya Tandon

JANE TAYLOR

This is Exhibit “A” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP as of April 22, 2026

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
Business Identification Number (BIN)	291309771
Declaration Status	Active
Original Declaration Date	December 11, 2019
Expiry Date	December 09, 2029
Principal Place of Business	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Activity (NAICS Code)	[Not Provided] - [Not Provided]

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

V. Quintanilla W.

Director/Registrar

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

General Partners

Number of General Partners	1

Partners

Partner 1	
Name	NOVA RIDGE (MANDERLEY) GP CORP.
Ontario Corporation Number (OCN)	2730706
Entity Type	Ontario Business Corporation
Registered or Head Office Address	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada

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

Firm Name History

Name	NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
Effective Date	December 11, 2019

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Director/Registrar

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Active Business Names

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

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

Director/Registrar

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Expired or Cancelled Business Names

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

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Director/Registrar

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Document List

Filing Name	Effective Date
Renewal of an Ontario Limited Partnership Declaration	December 19, 2024
LPA - File a Declaration of an Ontario Limited Partnership	December 11, 2019

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Director/Registrar

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This is Exhibit “B” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NOVA RIDGE (MANDERLEY) GP CORP. as of May 15, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	NOVA RIDGE (MANDERLEY) GP CORP.
Ontario Corporation Number (OCN)	2730706
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 06, 2019
Registered or Head Office Address	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada

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V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	MICHAEL BUTLER
Address for Service	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Resident Canadian	Yes
Date Began	December 06, 2019

Name	EAMONN MCCONNELL
Address for Service	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Resident Canadian	Yes
Date Began	December 06, 2019

Name	MARK WOOLGAR
Address for Service	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Resident Canadian	No
Date Began	December 06, 2019

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V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	MICHAEL BUTLER
Position	President
Address for Service	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Date Began	December 06, 2019

Name	MARK WOOLGAR
Position	Secretary
Address for Service	70 The Esplanade, 401, Toronto, Ontario, M5E 1R2, Canada
Date Began	December 06, 2019

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

Corporate Name History

Name	NOVA RIDGE (MANDERLEY) GP CORP.
Effective Date	December 06, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
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Active Business Names

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

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Director/Registrar

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Expired or Cancelled Business Names

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

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Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: MARK WOOLGAR - DIRECTOR	June 04, 2020
BCA - Articles of Incorporation	December 06, 2019

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

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This is Exhibit “C” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

CREDIT AGREEMENT

BETWEEN

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
as Borrower

AND

UNITED OVERSEAS BANK LIMITED, Vancouver Branch
as Administrative Agent, Sole Lead Arranger, and Sole Bookrunner

AND

THE FINANCIAL INSTITUTIONS
from time to time parties hereto
as Lenders

MADE AS OF

May 13, 2022

McCarthy Tétrault LLP
Devry Smith Frank LLP

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION 1

1.01 Definitions 1
1.02 Extended Meanings 21
1.03 Accounting Principles 21
1.04 Interest Calculations and Payments 22
1.05 Permitted Encumbrances 22
1.06 Currency 22
1.07 Conflicts 22
1.08 Nature of Liability 22
1.09 Schedules 22

ARTICLE 2 - THE CREDIT FACILITIES 23

2.01 Credit Facilities 23
2.02 Swingline Facility 23
2.03 Purpose of Credit Facilities 25
2.04 Manner of Borrowing 25
2.05 Drawdown Procedure and Restrictions 25
2.06 Administrative Agent's Obligations with Respect to Loans 26
2.07 Lenders' and Administrative Agent's Obligations with Respect to Loans 26
2.08 Irrevocability 26
2.09 Account of Record 26

ARTICLE 3 - DISBURSEMENT CONDITIONS 27

3.01 Conditions Precedent to First Drawdown 27
3.02 Conditions Precedent to Subsequent Drawdowns under the Construction Facility 33
3.03 Conditions Precedent to Subsequent Drawdowns Under the LC Facility 36
3.04 Waiver 37

ARTICLE 4 - PAYMENTS OF INTEREST AND COMMITMENT FEES 37

4.01 Interest on Prime Rate Loans 37
4.02 Standby Fees 37
4.03 Upfront Fee 37
4.04 Progress Draw Fee 38
4.05 Discharge Fees 38
4.06 Agency Fees 38
4.07 Maximum Rate of Interest 38
4.08 Interest on Excess Loans, Unpaid Costs and Expenses 38

ARTICLE 5 - LETTERS OF CREDIT 39

5.01 LC Lender's Documentation 39
5.02 Form of LC 39
5.03 Term 39
5.04 Demand 39

5.05 Indemnity 40
5.06 No Obligation to Inquire 40
5.07 Evidence of Amounts Paid 40
5.08 Letter of Credit Fee 40
5.09 Cash Collateral 40
5.10 Obligations Absolute 41

ARTICLE 6 - REPAYMENT 42

6.01 Mandatory Repayment 42
6.02 Voluntary Prepayments and Reductions 43
6.03 Repayment Compensation 43

ARTICLE 7 - PLACE AND APPLICATION OF PAYMENTS 43

7.01 Place of Payment of Principal, Interest and Fees 43

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES 44

8.01 Representations and Warranties 44
8.02 Survival and Repetition of Representations and Warranties 49

ARTICLE 9 – COVENANTS 49

9.01 Positive Covenants 49
9.02 Reporting Requirements 63
9.03 Negative Covenants 64

ARTICLE 10 - SECURITY 67

10.01 Security 67
10.02 After Acquired Property and Further Assurances 68
10.03 Form of Security 68
10.04 Unit Discharge Program 68
10.05 Condominium Documents/Replacement Charge 69

ARTICLE 11 - DEFAULT 69

11.01 Events of Default 69
11.02 Acceleration and Enforcement 71
11.03 Payment of Letters of Credit 72
11.04 Remedies Cumulative 73
11.05 Perform Obligations 73
11.06 Third Parties 73
11.07 Application of Payments 73

ARTICLE 12 - THE ADMINISTRATIVE AGENT AND THE LENDERS 73

12.01 Payments by the Borrower 73
12.02 Payments by Administrative Agent 74
12.03 Administration of the Credits 75

12.04 Rights of Administrative Agent....77
12.05 Representations, Acknowledgements and Covenants of Lenders....77
12.06 Provisions Operative Between Lenders and Administrative Agent Only....78
12.07 Maintenance of Security....78
12.08 Application of Proceeds of Realization....79
12.09 No Partnership....79
12.10 Sharing of Information....79
12.11 Anti-Money Laundering....79
12.12 Defaulting Lenders....80
12.13 Reliance on Administrative Agent....81
12.14 Erroneous Payments....81

ARTICLE 13 – GENERAL....82

13.01 Addresses, Etc. for Notices....82
13.02 Governing Law and Submission to Jurisdiction....82
13.03 Successors and Assigns....82
13.04 Specific Environmental Indemnification....83
13.05 Survival....84
13.06 Severability....84
13.07 Further Assurances....84
13.08 Amendments and Waivers....84
13.09 Time of the Essence....84

CREDIT AGREEMENT

THIS AGREEMENT is made as of May 13, 2022

BETWEEN

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH
in its capacity as administrative agent for the Lenders
(the **"Administrative Agent"**),

- and -

THE FINANCIAL INSTITUTIONS from time to time party to this Agreement (each, a **"Lender"** and collectively, the **"Lenders"**).

WHEREAS the Borrower has requested the Credit Facilities to finance the Hard Costs and Soft Costs associated with the construction and development of the Project and the issuance of Letters of Credit in conjunction therewith, and the Lenders have agreed to provide the Credit Facilities to the Borrower upon and subject to the terms and conditions set out in this Agreement;

AND WHEREAS United Overseas Bank Limited, Vancouver Branch will be the Administrative Agent as contemplated by Section 7.1 of Schedule A;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Affiliate" has the meaning set out in Schedule A.

"Agent's Office" means the branch of the Administrative Agent located at 650 West Georgia Street, Suite 2400, PO Box 11616, Vancouver BC V6B 4N9, or such other office that the Administrative Agent may from time to time designate by notice to the Borrower and the Lenders.

"Agreement" means this credit agreement, including its recitals and schedules.

"Applicable Law" has the meaning set out in Schedule A.

"Applicable Margin" means the applicable percentage rate *per annum* indicated in the table below:

Prime Rate Margin	*Standby Fee Rate*	*Letter of Credit Fee Rate*
1.50%	0.50%	1.50%

"Applicable Percentage" in respect of any Lender, (a) with respect to the relevant Credit Facility or Credit Facilities, as the case may be, means the percentage of the total Commitments under such Credit Facility or Credit Facilities represented by such Lender's Commitment(s), (b) with respect to a Drawdown means, the Applicable Percentage of the Credit Facility under which such Drawdown is made, and (c) with respect to the Obligations, means pro rata in accordance with the aggregate unpaid amount of the Obligations owed to such Lender.

"Appraisal" means a report prepared by an Appraiser who will be engaged based on a mandate letter acceptable to the Administrative Agent, acting reasonably.

"Appraiser" means an Accredited Appraiser Canadian Institute (AACI) designated real estate appraiser acceptable to the Lenders, acting reasonably.

"Architect" means IBI Group or such other architect approved by the Administrative Agent, acting reasonably.

"Architect Contract" means the agreement between the Architect and the Borrower relating to the Project, as such agreement may be amended, restated or supplemented as permitted hereunder.

"Arm's Length" has the meaning ascribed to such term as set out in section 251 of the *Income Tax Act* (Canada).

"Assignment of Condominium Sales Agreements and Deposits" means the assignment by the Borrower to the Administrative Agent of its rights under Condominium Sales Agreements, together with the Purchaser Deposits (subject, in the case of Purchaser Deposits only, to the prior security interest of Westmount), as amended, modified, supplemented or restated from time to time.

"Assignment of Material Project Agreements" means the assignment of Material Project Agreements given by the Borrower to the Administrative Agent in a form acceptable to the Administrative Agent, which assignment will be acknowledged by the Construction Manager and all major Contractors required by the Administrative Agent.

"Borrower" means Nova Ridge (Manderley) Limited Partnership, its successors and permitted assigns, or where the context requires, means the Borrower GP (as defined below) acting in its capacity as general partner of Nova Ridge (Manderley) Limited Partnership.

"Borrower GP" means Nova Ridge (Manderley) GP Corp., its successors and permitted assigns.

"Budgeted Project Costs" means the costs associated with the acquisition of the Project Lands and all budgeted Hard Costs and all budgeted Soft Costs described as a line item in the Project Budget, including any Contingency Amount of budgeted Hard Costs and budgeted Soft Costs, as same may be amended from time to time in accordance with the terms of this Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Vancouver, British Columbia and Toronto, Ontario.

"Canadian Dollars" and **"Cdn. $"** mean the lawful money of Canada.

"Capital Lease" means a capital lease or a lease that should be treated as a capital lease under GAAP.

"CDOR" means the stated average of the annual rates that appear on the Reuters Screen CDOR page with respect to banks named in Schedule I to the *Bank Act* (Canada) as of at 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day) for one-month bankers' acceptances issued on that day, provided that, if such rate does not appear on the Reuters Screen CDOR page at such time on such day, CDOR for such day will be the discount rate expressed as a percentage (calculated on an annual basis and rounded upward or downward, if necessary, to the fifth decimal place, with .000005 being rounded up) as of 10:00 a.m. on such day at which the Administrative Agent is then offering to purchase one-month bankers' acceptances. Notwithstanding the foregoing, in no event will CDOR be less than zero percent.

"Certificate of Substantial Completion" means a certificate to be issued by the Independent Cost Consultant certifying that "substantial performance" of the Construction Contracts for the Project has been achieved in accordance with Section 2(1) of the *Construction Act* (Ontario), and in such regard, the Independent Cost Consultant may rely on the Certificate of Substantial Performance.

"Certificate of Substantial Performance" means a certificate to be issued by the Architect and/or other relevant Consultant(s) certifying that, in respect of the relevant portion of Construction for the Project:

(i) the Construction Contracts for the relevant improvements have been substantially performed as described in Paragraph 2(1)(a) of the *Construction Act* (Ontario); and

(ii) such Construction has been completed in accordance, and complies in all material respects, with all applicable by-laws (including, without limitation, municipal building and zoning by-laws), building code requirements, approvals, minor variances and the Plans and Specifications.

"City" means the City of Toronto.

"Commitment" means, in respect of each Lender with respect to a particular Credit Facility, the amount specified with respect to such Lender in Schedule B (which will be amended and distributed to all parties by the Administrative Agent from time to time as other Persons become Lenders or Commitments are amended), being the sum of the maximum aggregate amount of (i) Loans that such Lender is obliged to make, and (ii) such Lender's participation in Letters of Credit, as such amount may be reduced from time to time by such Lender's Applicable Percentage of the amount of any permanent repayments, reductions or prepayments required or made hereunder.

"Commitment Expiry Date" has the meaning set out in Section 2.05(6).

"Compliance Certificate" means the certificate required pursuant to Section 9.02(2), substantially in the form attached as Schedule 1.01(A), signed by any senior officer of the Borrower.

"Condominium Act" means the *Condominium Act*, S.O. 1998, c. 19, as amended or replaced from time to time.

"Condominium Documents" means the Declaration, condominium corporation by-laws (or agreements relating thereto), shared facility agreements, insurance trust agreement (if any) or other documents relating to the creation and operation of the Project (as defined below).

"Condominium Sales Agreements" means purchase and sale agreements in respect of the Units.

"Construction" means the design and construction of the Project in accordance with the Plans and Specifications.

"Construction Completion" means the date on which:

(i) Construction has been completed to the standard required for delivery under the related Condominium Sales Agreements; and

(ii) the Borrower has received all relevant occupancy permits for the Project and passed inspections of the Project required by Governmental Authorities (other than those inspections required to be made in respect of work undertaken by purchasers under Condominium Sales Agreements).

"Construction Contracts" means all contracts, subcontracts and agreements entered into by or on behalf of the Borrower relating to the Construction, including contracts, subcontracts and agreements relating to the supply of materials or services to or for the Project.

"Construction Facility" has the meaning set out in Section 2.01(a).

"Construction Facility Commitment" has the meaning set out in Section 2.01(a).

"Construction Management Agreement" means the construction management agreement relating to the Construction of the Project between the Borrower and the Construction Manager made as of January 28, 2020 as such agreement may be amended, restated, supplemented or replaced as permitted hereunder.

"Construction Manager" means Wilkinson Construction Services Inc., its successors and assigns.

"Construction Schedule" means the construction schedule provided to and approved by the Lenders, acting reasonably, as it may be amended from time to time pursuant to the provisions of Section 9.03(18).

"Consultant Contracts" means the contracts entered into by or on behalf of the Borrower and each of the Consultants, as the same may be amended, restated, supplemented or replaced as permitted hereunder.

"Consultants" means, as applicable, the Architect, the Mechanical and Electrical Consultant, the Engineers, any geotechnical and environmental engineers for the Project, and such other consultants as are listed in Schedule 1.01(B).

"Contingency Amount" means, with respect to the Project Budget, the amount, if any, of any contingency provided in respect of the calculation of Project Costs.

"Contractors" means the contractors, sub-contractors and suppliers retained by or on behalf of the Borrower in connection with the Construction of the Project.

"Control" has the meaning set out in Schedule A.

"Cost Overrun and Completion Guarantee" means the cost overrun and completion guarantee made by the Guarantor in favour of the Administrative Agent, for and on behalf of the Lenders, as such guarantee may be amended or restated from time to time.

"Cost Overruns" means the positive difference, if any, between the then applicable Cost to Complete and the amount of all unpaid Budgeted Project Costs (which, for greater certainty, includes any Contingency Amount) attributable to the Construction in respect of which the Cost to Complete relates.

"Costs-In-Place Margin" means, at the relevant time of calculation, Project Costs incurred to the date of calculation, as established by the Administrative Agent (with the assistance of the Independent Cost Consultant), for cost items for the Project in accordance with the Project Budget, less the sum of:

(a) Project Equity, including any additional Project Equity required to fund Cost Overruns;

(b) unpaid Project payables, excluding Holdbacks and those to be paid from the requested Drawdown;

(c) the Permitted Subordinate Debt;

(d) Holdbacks that have not yet been released in accordance with the *Construction Act* (Ontario);

(e) Interim Revenue received to date;

(f) Purchaser Deposits which have been released to the Borrower or will be released in conjunction with the requested Drawdown; and

(g) Deferred Costs incurred to date.

"Cost to Complete" means, at any given date, that amount established by the Administrative Agent (with the assistance of the Independent Cost Consultant), which is the aggregate of (without duplication):

(i) the amount of all Project Costs not then incurred; and

(ii) the amount of all Project Costs incurred, to the extent not paid in full (including all Holdbacks),

as of such date.

"Cost to Complete Margin" means the Cost to Complete (but excluding unpaid Project payables to be paid from the requested Drawdown);

less the sum of:

(a) Forecasted Interim Revenue;

(b) Purchaser Deposits which are being held in trust on terms acceptable to the Administrative Agent and are to be released to the Borrower during the course of Construction under terms acceptable to the Lenders; and

(c) Deferred Costs.

"Credit Facilities" means the Construction Facility, the Swingline Facility and the LC Facility and **"Credit Facility"** means any one of them.

"Debenture" means the demand debenture (which, for greater certainty, the Agent shall be entitled to demand under only following an Event of Default that is continuing) in the principal amount of $100,000,000 to be granted by the Borrower in favour of, and in a form acceptable to, the Administrative Agent as security for the Obligations (as defined herein) and the "Obligations" (as defined in the Permitted Subordinate Debt Credit Agreement) and constituting a first charge on the Project Lands and assets related to the Project (other than Permitted Encumbrances and other than Purchaser Deposits, in which case the security interest created by the Debenture shall form a second charge subject only to the security interest created by the Westmount Mortgage), such debenture to include, *inter alia*, (i) a general security agreement relating to all present and future personal property of the Borrower located in, on or at, acquired or used in connection with, arising from, or otherwise relating to, the Project, (ii) a general assignment of all book debts, leases and rents in respect of the Project and (iii) an assignment of property insurance proceeds with respect to the Project.

"Debt" means, with respect to any Person, all obligations that, in accordance with GAAP, would then be classified as a liability of such Person, and, without duplication, includes, with respect to such Person,

(i) an obligation in respect of borrowed money or for the deferred purchase price of Property or services or an obligation that is evidenced by a note, bond, debenture or any other similar instrument;

(ii) a transfer with an obligation to repurchase, to the extent of the liability of such Person with respect thereto;

(iii) an obligation under a Capital Lease;

(iv) an obligation under a residual value guarantee made with respect to an operating lease in which such Person is the lessee;

(v) a reimbursement obligation or other obligation in connection with a bankers' acceptance or any similar instrument, or letter of credit or letter of guarantee issued by or for the account of such Person;

(vi) a contingent obligation to the extent that the primary obligation guaranteed or indemnified would be classified as "Debt" (within the meaning of this definition) of such Person; or

(vii) the aggregate amount at which any shares of such Person that are redeemable or retractable at the option of the holder of such shares (except where the holder is such Person) may be redeemed or retracted prior to the Maturity Date for cash or obligations constituting Debt or any combination thereof;

provided, however, that there will not be included for the purpose of this definition any obligation that is on account of (A) reserves for deferred income taxes or general contingencies, (B) minority interests in subsidiaries, (C) trade accounts payable and accrued liabilities (including contract loans and income taxes payable) incurred in the ordinary course of business, or (D) Purchaser Deposits or deposits made by tenants pursuant to the terms of their related Leases.

"Debtor Relief Law" means any of the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), and any similar federal, provincial, state or foreign law for or in respect of the relief of debtors, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, arrangement, receivership, insolvency, reorganization or similar laws of Canada or other applicable jurisdictions from time to time in effect and any similar federal, provincial, state or foreign law for the relief of debtors affecting the rights of creditors generally.

"Declaration" means the declaration or declarations, which, together with the description, shall be registered under the Condominium Act and will subject the Project or portion(s) thereof to the provisions of the Condominium Act, and all amendments to such declaration or declarations.

"Default" means any event or condition that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

"Defaulting Lender" means, subject to Section 13.12(2), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable Default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any Lender any other amount required to be paid by it under the Agreement or these Provisions within two (2) Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations under this Agreement, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable Default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations under the Agreement (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged

with reorganization or liquidation of its business or assets, or (e) with respect to which the Administrative Agent has concluded, acting reasonably, and has advised the Lenders in writing that it is of the view that, there is a reasonable chance that such Lender shall become a "Defaulting Lender" pursuant to any of (a), (b), (c) or (d) above and that such Lender has been deemed a "Defaulting Lender"; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (e) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 12.12(2)) upon delivery of written notice of such determination to the Borrower and each Lender.

"Deferred Costs" means Budgeted Project Costs which are not required to be paid until the closing of Unit sales.

"Disposition" means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any Property or of any right, title or interest in or to any Property, and the verb **"Dispose"** has a corresponding meaning.

"Distribution" means, with respect to any Person:

(i) any payment, declaration of dividend or other distribution (including repayment of Debt), whether in cash or Property (but expressly excluding any distribution by way of the payment of dividends by the issuance of equity securities of an issuer), to any holder of shares of such Person; or

(ii) any repurchase, redemption, retraction or other retirement or purchase for cancellation of shares of such Person, or of any options, warrants or other rights to acquire any of such shares,

and the verb **"Distribute"** has a corresponding meaning.

"Drawdown" means:

(i) the advance of a Prime Rate Loan (including a Swingline Loan); or

(ii) the issuance of one or more Letters of Credit.

"Drawdown Date" means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof.

"Drawdown Notice" means a notice, substantially in the form set out in Schedule 1.01(C), to be given to the Administrative Agent by the Borrower pursuant to Section 2.05.

"Encumbrance" means, with respect to any Person, any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person's Property, or any consignment by way of security or Capital Lease of Property by such Person as

consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, and **"Encumbrances"**, **"Encumbrancer"**, **"Encumber"** and **"Encumbered"** have corresponding meanings.

"Engineers" means the structural, mechanical & electrical, landscape, geotechnical and environmental, and such other engineers as may be retained by or behalf of the Borrower in connection with the Construction of the Project, as approved by the Administrative Agent acting reasonably.

"Engineering Contracts" means, collectively, the agreements entered into by or on behalf of the Borrower and the Engineers, as such agreements may be amended, restated or supplemented as permitted hereunder.

"**Environmental Indemnity**" means the environmental indemnity executed by the Borrower and the Guarantor, in favour of the Administrative Agent, in form satisfactory to the Administrative Agent, acting reasonably.

"Environmental Law" means any Applicable Law relating to the environment, including those pertaining to:

(i) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances, and

(ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

"Event of Default" has the meaning set out in Section 11.01.

"Financial Assistance" means, without duplication and with respect to any Person, all loans granted by that Person and guarantees or contingent obligations incurred by that Person for the purpose of or having the effect of providing financial assistance to another Person or Persons, including letters of guarantee, letters of credit, legally binding comfort letters or indemnities issued in connection therewith, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business), obligations to purchase assets regardless of the delivery or non-delivery thereof and obligations to make advances or otherwise provide financial assistance to any other Person.

"Fiscal Quarter" means the three-month period commencing on the first day of each Fiscal Year and each such successive three-month period thereafter during such Fiscal Year.

"Fiscal Year" means the fiscal year of a Person, which, in the case of the Borrower, currently ends on December 31.

"Force Majeure" means any of the following events which prevents or materially impairs the Construction of the Project and is not caused by the Borrower and is beyond the reasonable control of the Borrower: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour,

materials and supplies (after all commercially reasonable efforts have been made by the Borrower to obtain replacement for such labour, materials and supplies) or orders (including as a result of pandemics, epidemics, public health emergencies, including but not limited to COVID-19), legislation, regulations and directives of any Governmental Authorities. For greater certainty, lack of funds, the state of the market or any wilful or negligent act or omission on the part of the Borrower does not constitute Force Majeure.

"Forecasted Interim Revenue" means forecasted Interim Revenue, if any, to be received during the Construction period.

"GAAP" means those accounting principles that are from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute.

"Governmental Authority" has the meaning set out in Schedule A.

"Gross Sale Price" or **"Gross Sale Proceeds"** means the gross sale price (inclusive of HST) set out in a Condominium Sales Agreement relating to the sale of a Unit.

"**Guarantee**" means the unlimited guarantee and postponement of claim of the Guarantor in form and content satisfactory to the Administrative Agent.

"Guarantor" means Michael Butler.

"Hard Costs" means amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with Construction, all as more particularly set out in the Project Budget.

"Hazardous Substance" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Law, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law.

"Holdback" means any amount required to be retained by or on behalf of the Borrower in respect of the value of work, services and materials actually done, performed, placed or furnished on or in the Project in accordance with the *Construction Act* (Ontario).

"HST" means the harmonized sales tax ("**HST**") under the *Excise Tax Act* (Canada).

"Independent Cost Consultant" means Finnegan Marshall Inc. or such other replacement consultant appointed by the Administrative Agent.

"Independent Insurance Consultant" means In Tech Risk Management Inc., or such other replacement consultant appointed by the Administrative Agent.

"Interbank Reference Rate" means the interest rate expressed as a percentage *per annum* that is customarily used by the Administrative Agent when calculating interest due by it or owing to it arising from adjustments between the Administrative Agent and other banks or financial institutions.

"Interest Payment Date" means, with respect to each Prime Rate Loan, the first Business Day of each calendar month.

"Interim Revenue" means proceeds of sale (including prepayments, if any, of amounts owing under a Condominium Sales Agreement that are not Purchaser Deposits), recovery of expenses or any other Project cash flow received or anticipated while any availability exists or any Obligations remain outstanding under the Credit Facilities.

"LC Facility" has the meaning set out in Section 2.01(b).

"LC Facility Commitment" has the meaning set out in Section 2.01(b).

"LC Lender" means the Issuing Bank as set out in Schedule B.

"Lease" means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time, by or on behalf of the Borrower entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Project.

"Lenders" means the Persons from time to time party to this Agreement and identified as either a Lender, the Swingline Lender or the LC Lender in Schedule B, and reference to "Lender" in this Agreement may mean that Lender in its capacity as a Lender, Swingline Lender or LC Lender, as the case may be, if the context so requires, and **"Lender"** means any one of the Lenders.

"Lenders' Counsel" means the firm of McCarthy Tétrault LLP or such other firm of legal counsel as the Administrative Agent may from time to time designate.

"Lending Office" means, with respect to a particular Lender, the branch or office specified in Schedule B from which such Lender makes advances and to which the Administrative Agent disburses payments received for the benefit of such Lender.

"Letter of Credit" means a standby letter of credit, letter of guarantee or commercial letter of credit issued or deemed to be issued by the LC Lender under the LC Facility at the request and for the account of the Borrower under this Agreement.

"Letter of Credit Fee Rate" means, for any period, with respect to a Letter of Credit, the percentage rate *per annum* applicable to that period as set out below the heading "Letter of Credit Fee Rate" in the definition of "Applicable Margin".

"Loan" has the meaning set out in Schedule A.

"Loan Documents" means (a) this Agreement, (b) the Security, and (c) all present and future agreements, documents, certificates and instruments delivered by any Obligor to the Administrative Agent and/or the Lenders pursuant to or in respect of this Agreement or the Security, in each case as the same may from time to time be amended, restated or replaced, and **"Loan Document"** means any one of the Loan Documents.

"Material Adverse Change" means any event or occurrence which, when considered individually or together with other events or occurrences, has a material adverse effect on (i) the business, assets, liabilities, operations, results of operations, condition (financial or other) or prospects of an Obligor, (ii) the Construction and/or operation of the Project, or (iii) the ability of any Obligor to perform its Obligations in all material respects.

"Material Licences" means all licences, permits or approvals issued by any Governmental Authority, or any applicable stock exchange or securities commission, to the Borrower, and which are at any time on or after the date of this Agreement,

(i) necessary or material to the business and operations of the Project (including the Construction of the Project), other than those not required or able to be obtained until a later stage of Construction or until Substantial Completion, provided those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to complete the transactions provided for in the Material Project Agreements and to Construct and operate the Project; or

(ii) designated by the Administrative Agent as a Material Licence with respect to the Project, provided that the Administrative Agent has notified the Borrower of such designation,

including, without limitation, those Material Licences existing as of the date of this Agreement listed in Schedule 1.01(D).

"Material Project Agreements" means:

(i) the Construction Management Agreement and any other project or development management agreement in respect of the Project;

(ii) the Architect Contract, the Mechanical and Electrical Contract and the Engineering Contracts and all other Consultant Contracts that provide for aggregate payments thereunder in excess of $500,000;

(iii) all Construction Contracts or subcontracts that provide for aggregate payments in excess of 5% of Hard Costs;

(iv) the Thermal Energy Purchase Agreement;

(v) any operating contract with respect to the Project having a term of more than one year and which contemplates payments in excess of $500,000 per annum;

(vi) any insurance trust agreement;

(viii) any parking, shared facilities and/or reciprocal easement agreements;

(ix) the Plans and Specifications and all planning approvals, permits, licences, development agreements, and other material contracts with respect to the Project designated as Material Project Agreements by the Administrative Agent from time to time, provided that the Administrative Agent has notified the Borrower of such designation,

and includes, without limitation, those listed in Schedule 1.01(D).

"Maturity Date" means May 13, 2025.

"Mechanical and Electrical Consultant" means such mechanical/electrical consultant as may be retained by or on behalf of the Borrower in connection with the Construction of the Project, as approved by the Administrative Agent, acting reasonably.

"Mechanical and Electrical Contract" means the agreement between the Mechanical and Electrical Consultant and the Borrower, as such agreement may be amended, restated or supplemented as permitted hereunder.

"Minimum Deposit Commitment" means Purchaser Deposits collected for all pre-sold Unit sales to be a minimum of $11,672,421 received and no less than $14,773,701 contracted for and received or to be received prior to occupancy, to be used as a source for funding the Project Costs.

"Minimum Project Equity" means $14,017,000, plus such amount of Project Equity required to ensure that the Cost to Complete Margin is less than or equal to the unutilized portion of the Construction Facility.

"Net Retail Component Sale Proceeds" means the gross sale proceeds relating to the sale of the Retail Component, less all applicable sales, Taxes legal fees, other normal closing costs and other adjustments set forth in the relevant sale agreement.

"Net Sale Proceeds" means the Gross Sale Proceeds relating to the sale of a Unit net of Purchaser Deposits (where such Purchaser Deposits have been used as a source of funds for development of the Project), unpaid sales commissions, legal fees, all applicable sales Taxes and other normal closing costs and customary adjustments for the purchase and sale of and any cost recoveries from Purchasers of newly constructed residential condominium units in the City.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Obligations" means, with respect to each Obligor, such Obligor's obligations to the Administrative Agent, the Lenders, or any of them, under or in connection with this Agreement or the other Loan Documents, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by such Obligor to the Administrative Agent or the Lenders, or any of them, in any currency or remaining unpaid by such Obligor to the Administrative Agent or the Lenders, or any of them, under or in connection with this Agreement or the other Loan Documents whether arising from dealings between the Administrative Agent or the Lenders, or any of them, and such Obligor or from any other dealings or proceedings by which the Administrative Agent or the Lenders, or any of them, may be or become in any manner whatsoever a creditor or obligee of such Obligor pursuant to this Agreement or the other Loan Documents, and wherever incurred, and whether incurred by such Obligor alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto.

"Obligors" means, collectively, the Borrower, the Borrower GP, and the Guarantor and **"Obligor"** means the relevant one of them, as applicable.

"Obligors' Counsel" means Devry Smith Frank LLP or such other firm of legal counsel as one or more of the Obligors may from time to time designate and that is acceptable to the Lenders.

"Organizational Documents" means, with respect to any Person that is not an individual, such Person's articles, memorandum or other charter documents, partnership agreement, joint venture agreement, declaration of trust, trust agreement, by-laws, unanimous shareholder agreement, or any and all other similar agreements, documents and instruments pursuant to which such Person is constituted, organized or governed.

"Performance and Payment Bonds" means labour and material or performance bonds issued by a surety acceptable to the Required Lenders relating to all or a portion of the Construction, such bonds to be in customary form typically utilized within the construction industry and otherwise acceptable to the Administrative Agent (which bonds shall contain dual obligee riders in favour of the Administrative Agent) and in such amount as may be required hereunder.

"Permitted Encumbrances" means the following:

(i) liens for Taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings, provided that, if the aggregate amount being contested is in excess of $100,000, the Borrower shall have deposited with the Administrative Agent collateral satisfactory to the Administrative Agent to secure the payment of such Taxes and assessments;

(ii) undetermined or inchoate liens, rights of distress and charges incidental to construction, maintenance or current operations that have not at such time been filed or exercised and of which none of the Lenders has been given notice, or that relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(iii) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grants of real or immovable property, or interests therein, that do not materially affect the use of the affected land for the purpose for which it is used;

(iv) permits, reservations, covenants, servitudes, right of access or user licenses, easements, rights of way and rights in the nature of easements (including, without limitation, licenses, easements, rights of way and rights in the nature of easements for support, railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone, telecommunication, television and telegraph conduits, poles, wires and cables) that do not materially impair the use of the affected land for the purpose for which it is used, or in respect of which satisfactory arrangements have been made for relocation so that such use will not, in the aggregate, be materially and adversely impaired, or which the Borrower is bound to enter into pursuant to any agreement with a Governmental Authority or a counterparty to a Material Project Agreement entered into in connection with the development of the Project;

(v) title defects, irregularities or other matters relating to title that are of a minor nature and that in the aggregate do not materially impair the use of the affected property for the purpose for which it is used;

(vi) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(vii) the Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers'

and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(viii) security given to a public utility or any Governmental Authority when required by such utility or authority in connection with the operations of the Borrower in the ordinary course of its business;

(ix) the Encumbrance created by a judgment of a court of competent jurisdiction, or claim (including claims pursuant to the *Construction Act* (Ontario)) filed, against the Borrower as long as the judgment is being contested diligently and in good faith by appropriate proceedings and does not result in an Event of Default, provided that if such judgment or claim is a construction lien or is in the aggregate greater than $100,000, the Borrower shall have either (A) in the case of any such judgment or claim that is not a construction lien, if acceptable to the Administrative Agent, deposited with the Administrative Agent collateral satisfactory to the Administrative Agent to secure the payment of such judgment or claim, or (B) posted a payment bond, or made payment into court, of such amount as is necessary to remove such Encumbrance;

(x) the Security;

(xi) encroachments by the Project or structures thereon over neighbouring lands (including public streets) and minor encroachments by neighbouring lands or structures thereon over the Project Lands, so long as, in the former case, there are written agreements permitting such encroachments;

(xii) subdivision, development, servicing and site plan agreements, undertakings and agreements made pursuant to applicable planning and development legislation, entered into with or made in favour of any Governmental Authority, or public or private utility relating to the Project Lands, including, without limitation, the Section 37 Agreement entered into between the City of Toronto and Core Manderley Inc. dated September 26, 2019 and registered on title to the Project Lands as Instrument No. AT5318570 (the "**Section 37 Agreement"**);

(xiii) Leases relating to the Project Lands that have been approved by the Required Lenders or entered into in accordance with this Agreement and notices of them;

(xiv) all municipal by-laws and regulations and other municipal land use instruments, including, without limitation, official plans, zoning and building by-laws, restrictive covenants and other land use limitations, public or private, and other restrictions as to the use of the Project Lands;

(xv) the Permitted Subordinate Security, provided that the Permitted Subordinate Debt Subordination Agreement has been executed and delivered by the Permitted Subordinate Lender; and

(xvi) the Westmount Mortgage, and any other collateral security, provided that the Westmount Subordination Agreement has been executed and delivered by Westmount; and

(xvii) such other Encumbrances as are agreed to in writing by the Required Lenders, such consent not to be unreasonably withheld or delayed.

"Permitted Subordinate Debt" means loans advanced by the Permitted Subordinate Lender to the Borrower and secured by the Permitted Subordinate Security.

"**Permitted Subordinate Debt Credit Agreement**" means the credit agreement dated or about the date hereof between the Borrower, as borrower, and the Permitted Subordinate Lender, as lender.

"Permitted Subordinate Debt Subordination Agreement" means the subordination, postponement and standstill agreement to be made with respect to the Permitted Subordinate Debt between the Permitted Subordinate Lender and the Administrative Agent, in a form acceptable to the Lenders, which will include, without limitation, the agreement of the Permitted Subordinate Lender to (i) postpone and subordinate the Permitted Subordinate Debt and Permitted Subordinate Security (or, in the case of the Debenture, govern the respective rights of the Administrative Agent and the Permitted Subordinate Lender thereunder) to the Obligations owing by the Borrower and the Guarantor under the Loan Documents (including, without limitation, any advances that the Lenders elect to make in excess of their Commitments in order to fund Cost Overruns), the Security, including any Replacement Charge granted to the Administrative Agent pursuant to Section 10.05, (ii) provide partial discharges of Units without payment of any amount or fee and whether or not the Permitted Subordinate Security is in default, (iii) execute all required consents to permit registration of the condominium, and (iv) which includes a condition that the Permitted Subordinate Debt matures no earlier than 6 months after the Maturity Date hereunder (and as such Maturity Date may be extended or amended from time to time).

"Permitted Subordinate Lender" means United Overseas Bank Limited, Vancouver Branch and its successors and assigns.

"Permitted Subordinate Security" means the Encumbrances granted from time to time in favour of the Permitted Subordinate Lender as security for the Permitted Subordinate Debt.

"Person" has the meaning set out in Schedule A.

"Plans and Specifications" means the plans and specifications pertaining to the development and construction of the Project prepared by or at the direction of the Borrower and as approved by the Lenders and the Independent Cost Consultant, as amended from time to time pursuant to Section 9.03(16).

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to Applicable Law or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Administrative Agent and/or the Lenders for repayment of any amounts owing under this Agreement.

"Pre-Development Credit Agreement" means the credit agreement dated as of June 14, 2021 between the UOB Lender, as lender, the Borrower, as borrower, and the Guarantor, as guarantor, as the same may be amended, modified, supplemented or restated from time to time.

"Prime Rate" means, on any day, the variable *per annum* reference rate of interest declared by the Administrative Agent from time to time as its prime rate for commercial loans in Canadian Dollars made in Canada.

"Prime Rate Loan" means a Loan in Canadian Dollars made by the Lenders to the Borrower with respect to which interest is to be calculated by reference to the Prime Rate.

"Prime Rate Margin" means, for any period, the applicable percentage rate *per annum* applicable to that period as set out below the heading "Prime Rate Margin" in the definition of "Applicable Margin".

"Proceeds of Realization" has the meaning ascribed thereto in Section 12.07(2).

"Proforma Sale Price" means in respect of any Unit, the sale price applicable thereto as set out in Schedule 1.01(F).

"Project" means the Project Lands and the 11-storey, 194-unit residential condominium building known as "The Manderley" with approximately 134,393 square feet of gross floor area, including 4,284 square feet of commercial space at grade, to be constructed on the Project Lands bearing a current municipal address of 1478-1496 Kingston Road, Toronto, Ontario, and all other improvements, landscaping and interior decoration, all plants, machinery, improvements and equipment and all other Property whether free-standing or otherwise, auxiliary or ancillary thereto or connected therewith or added thereto, to be constructed on, above or under the surface of the Project Lands, in accordance with the Plans and Specifications and in accordance with the Project Budget and marketed as "The Manderley".

"Project Budget" means the budget of all Project Costs which has specified a line by line itemization of Project Costs, including Contingency Amounts, as prepared by the Borrower and approved by the Lenders and the Independent Cost Consultant prior to the first Drawdown under the Credit Facilities, as amended from time to time subject to the requirements of Section 9.03(15), the Project Budget as at the date hereof being that attached as Schedule 1.01(E).

"Project Costs" means the aggregate of the acquisition and other costs of the Project Lands, including any interest payable in connection with such acquisition costs, all Hard Costs and all Soft Costs expended or to be expended to achieve Construction Completion in accordance with the Plans and Specifications and Construction Schedule.

"Project Equity" means, at any time and from time to time, the equity of the Borrower in the Project.

"Project Lands" means the lands and premises legally described in Schedule C annexed hereto.

"Property" means, with respect to any Person, all or any portion of that Person's undertaking and property, both real and personal.

"Purchaser Deposits" means deposits paid by purchasers of Units under the Condominium Sales Agreements and which are held in trust on terms acceptable to the Administrative Agent.

"Qualified Residential Presale" means the sale of a Unit meeting all of the following criteria:

(i) such sale must be pursuant to a binding and unconditional Condominium Sales Agreement (except for typical closing conditions and the early termination conditions in favour of the vendor as prescribed in the addendum to the Condominium Sales Agreement) with a bona fide purchaser that is Arm's Length with the Obligors and the

period in which any right of rescission or right to claim a return of a Purchaser Deposit by the purchaser under such Condominium Sales Agreement and pursuant to the provisions of the Condominium Act shall have expired;

(ii) a copy of the Condominium Sales Agreement must have been provided to the Administrative Agent;

(iii) the Condominium Sales Agreement must require the purchaser to make a Purchaser Deposit of not less than 20% (or if the purchaser is a non-resident of Canada, 30%) of the Gross Sale Price prior to occupancy, and in both cases the maximum deposit due on occupancy can total no more than 5% and no less than 1%;

(iv) the purchaser must not be in default of his/her/its payment obligations (including, without limitation, payments on account of the relevant Purchaser Deposit) under the Condominium Sales Agreement;

(v) if the purchaser either individually or in conjunction with a spouse or child (or, in the case of Persons that are not individuals, together with Affiliates thereof) is purchasing more than one Unit, a maximum of two such Unit sales will be designated as Qualified Residential Presales, with the first such sale requiring a Purchaser Deposit of not less than 20% and the second such sale requiring a Purchaser Deposit of not less than 30% of the Gross Sale Price, and in both cases a minimum of 20% of the Gross Sale Price must have been paid to the Borrower; and

(vi) the purchase price for such Unit shall not be less than 95% of its Proforma Sale Price without the consent of the Required Lenders.

Notwithstanding the above, a maximum of five Unit sales to purchasers that are not Arm's Length with the Obligors shall be deemed to be Qualified Residential Presales so long as such sales otherwise comply with the above requirements and are specifically approved by the Lenders.

"Release" means any release or discharge of any Hazardous Substance, including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

"Relevant Jurisdictions" means, from time to time, with respect to a Person that is granting Security hereunder, any province or territory of Canada, any state of the United States or any other country or political subdivision thereof in which such Person is incorporated, organized or formed or has its chief executive office or chief place of business or has Property that is subject to the Security and, for greater certainty, includes the provinces and states set out in Schedule 1.01(G).

"Repayment Notice" means the notice substantially in the form set out in Schedule 1.01(H).

"Required Lenders" means (i) if no Loans or Letters of Credit are outstanding under this Agreement, the Lenders holding at least 66-2/3% of the aggregate amount of Commitments, (ii) if any Loans or Letters of Credit are outstanding under this Agreement, the Lenders to which an amount in aggregate equal to at least 66-2/3% of such Loans and Letters of Credit is owed, and (iii) where there are only two Lenders, both such Lenders. For the purposes of this definition, any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (to the extent that they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives, and the like, of any Governmental Authority in Ontario relating to environmental or occupational health and safety matters (as they relate to exposure to a Hazardous Substance) and the assets and undertaking of such Person and the intended uses thereof in connection with such matters, including all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (c) consumer, occupational or public safety and health (as they relate to exposure to a Hazardous Substance); and (d) Hazardous Substances or conditions (matters that are prohibited, controlled or otherwise regulated, such as contaminants, pollutants, toxic substances, dangerous goods, wastes, hazardous wastes, liquid industrial wastes, hazardous materials, petroleum and other materials such as urea formaldehyde and polyurethane foam insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB contaminated fluids or equipment, lead based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments).

"Requirements of Law" means, with respect to any Person, the Organizational Documents of such Person and any Applicable Law or any determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its business or Property or to which such Person or any of its business or Property is subject.

"Retail Component" means that portion of the Project that is not intended to be included in the legal description contained in the Declaration and which is to be used for retail or commercial purposes.

"Security" means the documents creating an Encumbrance in favour of, or any collateral held from time to time by, the Lenders or on their behalf by the Administrative Agent, in each case securing or intended to secure repayment of the Obligations, including all security described in Article 10.

"Share Pledge" means the pledge of all of the issued and outstanding shares of the Borrower GP in favour of the Administrative Agent, in form satisfactory to the Administrative Agent, acting reasonably.

"Single Purpose Entity" means a Person that:

(i) does not engage in any business activity other than acquiring, developing, constructing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Project, entering into this Agreement and the other Loan Documents to which it is a party and transacting lawful business that is incidental, necessary and appropriate to accomplish the foregoing;

(ii) does not have any Debt other than, in the case of the Project, that related to Purchaser Deposits, the Credit Facilities, the Permitted Subordinate Debt, the Permitted Encumbrances and amounts payable to Westmount pursuant to the Westmount Agreements, liabilities associated with costs of Construction, routine Project operating expenses and required capital improvements, repairs and replacements or as otherwise permitted hereunder; and

(iii) does not enter into any Construction Contracts or Consultant Contracts with Affiliates or any directors or officers thereof other than on Arm's Length terms (i.e. any such agreement entered into with such Persons is not materially more or less favourable to such Persons than the terms and conditions that would be expected to have been obtained at the time of such agreements under similar circumstances from Persons that are not such Persons).

"Soft Costs" means all amounts expended or to be expended in respect of the Project for consultants, architects, taxes, surveys, construction insurance, bonding costs, legal fees, promotion of the Project, financing, leasing, pre-operating costs and all other costs related to the Project except Hard Costs and the cost of acquiring the Project Lands.

"sole discretion" or **"sole and absolute discretion"** or similar phrases mean in the sole, absolute, unfettered and subjective discretion of the relevant Person, which discretion may be exercised unreasonably.

"Standby Fee" has the meaning set out in Section 4.02.

"Substantial Completion" means the date on which the Independent Cost Consultant is able to deliver the Certificate of Substantial Completion.

"Standard Form Sales Agreement" means the standard form agreement of purchase and sale to be utilized in respect of the sale of the Units, approved as to form by the Lenders.

"Swingline Account" has the meaning set out in Section 2.02(2).

"Swingline Facility" has the meaning set out in Section 2.02(1).

"Swingline Lender" means that Lender identified from time to time as the Swingline Lender in Schedule B.

"Swingline Loan" has the meaning set out in Section 2.02(2).

"Tarion" means Tarion Warranty Corporation, its successors and assigns.

"Tarion Home Warranty Program" means the applicable warranty program operated by Tarion relating to purchasers of the Units.

"Taxes" has the meaning set out in Schedule A.

"Thermal Energy Purchase Agreement" means the thermal energy purchase agreement dated October 15, 2021, between the Borrower GP, as owner, and Geothermal ECD, L.P., as supplier;

"Total Commitment" means the aggregate of the Construction Facility Commitment and the LC Facility Commitment.

"Unit" means a "unit" (as defined in the Condominium Act) comprising part of the Project for use as a residence, together with the common and exclusive use interests appurtenant thereto.

"UOB Lender" means United Overseas Bank, Vancouver Branch.

"Westmount" means Westmount Guarantee Services Inc., its successors and assigns or such other deposit bonding and deposit insurance company acceptable to the Administrative Agent,

acting reasonably, as the surety for bonds and/or excess deposit insurance issued to Tarion and/or purchasers of Units pursuant to the terms of Condominium Sales Agreements for the deposits made by such purchasers thereunder.

"Westmount Agreements" mean the agreements to be entered into between Westmount and the Borrower in respect of Purchaser Deposits, bonds issued in respect thereof and/or excess deposit insurance.

"Westmount Mortgage" means the subordinate mortgage granted by the Borrower in favour of Westmount as collateral security for the obligations of the Borrower to Westmount pursuant to the Westmount Agreements (such mortgage constituting a second priority Encumbrance (subject to the first priority Encumbrance of the Security) on the Project and a first priority Encumbrance on Purchaser Deposits (with the Security forming a second priority Encumbrance on Purchaser Deposits)).

"Westmount Subordination Agreement" means the subordination, postponement and standstill agreement to be made with respect to the Westmount Mortgage between Westmount and the Administrative Agent, for and on behalf of the Lenders, in a form acceptable to the Administrative Agent, which will include, without limitation, the agreement of Westmount to (i) subordinate and postpone the Westmount Mortgage and related security to the Obligations (including, without limitation, any advances that the Lenders elect to make in excess of their Commitments in order to fund Cost Overruns), the Security (other than with respect to Purchaser Deposits only), including any Replacement Charge granted to the Administrative Agent pursuant to Section 10.05, (ii) provide partial discharges of Units without payment of any amount or fee and whether or not the Westmount Mortgage is in default, and (iii) execute all required consents to permit registration of the condominium.

1.02 **Extended Meanings**

In this Agreement words importing the singular number include the plural and *vice versa*, and words importing any gender include all genders. The term "including" means "including without limiting the generality of the foregoing" and the term "third party" means any Person other than a Person who is a party to this Agreement.

1.03 **Accounting Principles**

(1) Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement or any Loan Document, such determination or calculation will, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with GAAP.

(2) All calculations for the purposes of determining compliance with the financial ratios and financial covenants contained in this Agreement will be made on a basis consistent with GAAP as it exists on the date of this Agreement and used in the preparation of the financial statements of the relevant Obligor for its Fiscal Year most recently ended. In the event of a change in such GAAP, the relevant Obligor and the Administrative Agent (with the approval of the Lenders) will negotiate in good faith to revise (if appropriate) such ratios and covenants to reflect GAAP as then in effect.

1.04 **Interest Calculations and Payments**

Unless otherwise stated, wherever in this Agreement reference is made to a rate of interest "*per annum*" or a similar expression is used, such interest will be calculated on the basis of a calendar year of 365 days or 366 days, as the case may be, and using the nominal rate method of calculation and not the effective rate method of calculation or on any other basis that gives effect to the principle of deemed reinvestment of interest. Interest will continue to accrue after maturity and default and/or judgment, if any, until payment thereof, and interest will accrue and be compounded monthly on overdue interest, if any.

1.05 **Permitted Encumbrances**

The inclusion of reference to Permitted Encumbrances in this Agreement and any other Loan Document is not intended to subordinate and will not subordinate, any Encumbrance created by any of the Security to any Permitted Encumbrance. The Lenders acknowledge that the Security will be subordinate to the first priority of the Encumbrance on Purchasers Deposits in favour of Westmount and the priority of the City of Toronto regarding the Borrower's covenants and obligations pursuant to the Section 37 Agreement.

1.06 **Currency**

Unless otherwise specified in this Agreement, all references to currency (without further description) are to lawful money of Canada.

1.07 **Conflicts**

In the event of a conflict between the provisions of this Agreement and the provisions of any other Loan Document, then, unless such Loan Document or an acknowledgement from the applicable Obligor(s) and the Administrative Agent relative to such Loan Document expressly states that this Section 1.07 is not applicable to such Loan Document, notwithstanding anything else contained in such other Loan Document, the provisions of this Agreement will prevail and the provisions of such other Loan Document will be deemed to be amended to the extent necessary to eliminate such conflict.

1.08 **Nature of Liability**

Nothing in any of the Loan Documents shall mean, nor be construed to mean, that the recourse of the Administrative Agent and/or Lenders against the Obligors is anything other than full recourse with regard to its obligations hereunder, the manner and order of realization or the exercise of remedies hereunder or under the Security.

1.09 **Schedules**

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Model Credit Agreement Provisions
Schedule B	-	Lenders and Commitments
Schedule C	-	Legal Description of Project Lands
Schedule D	-	Project Monitor Certificate
Schedule 1.01(A)	-	Compliance Certificate
Schedule 1.01(B)	-	Consultants
Schedule 1.01(C)	-	Drawdown Notice
Schedule 1.01(D)	-	Material Licences and Material Project Agreements
Schedule 1.01(E)	-	Current Project Budget
Schedule 1.01(F)	-	Proforma Sale Prices
Schedule 1.01(G)	-	Relevant Jurisdictions
Schedule 1.01(H)	-	Repayment Notice
Schedule 8.01(13)	-	Ownership Structure

ARTICLE 2 - THE CREDIT FACILITIES

2.01 **Credit Facilities**

Subject to the terms and conditions of this Agreement:

(a) the Lenders establish in favour of the Borrower a term construction facility (the **"Construction Facility"**), including, as a sub-facility thereof, the Swingline Facility, in an amount up to Cdn. $78,330,000 (the **"Construction Facility Commitment"**), which facility, other than the Swingline Facility, is non-revolving, provided that the Construction Facility Commitment will be permanently reduced dollar for dollar by the amount of all Purchaser Deposits received in excess of $14,773,701 and authorized for release by the deposit insurer to the Borrower to fund Project Costs; and

(b) the LC Lender establishes in favour of the Borrower a non-revolving standby letter of credit/letter of guarantee facility (the "**LC Facility**") in an amount not to exceed Cdn. $2,500,000 (the "**LC Facility Commitment**"). For greater certainty, the LC Facility is provided solely by the LC Lender and not by any other Lender.

2.02 **Swingline Facility**

(1) Subject to the terms and conditions of this Agreement, the Swingline Lender establishes in favour of the Borrower a revolving demand facility that is part of the Construction Facility on the terms set forth in this Section 2.02 (the **"Swingline Facility"**) up to the amount specified in Section 2.02(4). Subject to the terms and conditions hereof, the Borrower may increase or decrease the amount of Loans outstanding under the Swingline Facility by making Drawdowns, repayments and further Drawdowns. The Swingline Facility is made available to the Borrower at the sole discretion of the Swingline Lender and the Swingline Lender may cancel or restrict availability of any unutilized portion of the Swingline Facility at any time and from time to time without notice or demand.

(2) Subject to Section 2.02(3), the Borrower will be entitled to draw cheques on its Cdn. Dollar chequing account maintained from time to time with the Swingline Lender at the Lending Office of the Swingline Lender specified in Schedule B (or such other accounts with the

Swingline Lender at such other Lending Office of the Swingline Lender as may be agreed upon by the Swingline Lender and the Borrower from time to time) (the **"Swingline Account"**). The debit balance from time to time in any such account will be deemed to be a Prime Rate Loan outstanding to the Borrower from the Swingline Lender under the Construction Facility. A Prime Rate Loan from the Swingline Lender as contemplated by this Section 2.02(2), prior to such time as such Loan is repaid as contemplated by Section 2.02(5), or purchased as contemplated by Section 2.02(7), is referred to as a **"Swingline Loan"**.

(3) Drawdowns under the Swingline Facility may be made in circumstances in which the requirements of Sections 3.02(b), 3.02(c), 3.02(d) and 3.02(e) are met, but without complying with the remainder of Section 3.02 or Section 2.05. Upon the making of each Drawdown under the Swingline Facility, the Borrower will be deemed to have represented and warranted to the Administrative Agent and the Lenders by making such Drawdown that, at the date of such Drawdown, all of the requirements of Sections 3.02(b), 3.02(c), 3.02(d) and 3.02(e) have been met.

(4) The outstanding Cdn. Dollar amount of all Swingline Loans at any time may not exceed the lesser of

(a) Cdn. $1,000,000, and

(b) the amount, if any, by which the Construction Facility Commitment at such time exceeds the Cdn. Dollar amount of all Loans (other than Swingline Loans) outstanding at such time under the Construction Facility.

(5) Swingline Loans may be repaid at any time without notice by deposits to the Swingline Account and, in any case, shall be reduced in full by the proceeds of the next Drawdown made under the Construction Facility.

(6) At any time and from time to time in its discretion, the Swingline Lender may (but will not be obliged to) deliver a written notice to the Administrative Agent (which will thereupon deliver a similar notice to each of the Lenders) and to the Borrower requiring repayment of a Swingline Loan. The Borrower will be deemed to have given at such time a Drawdown Notice to the Administrative Agent requesting Prime Rate Loans under the Construction Facility in an aggregate amount equal to the amount of such Swingline Loan. The Lenders will thereupon (irrespective of whether any condition precedent to a Loan has been satisfied, whether the amount of such Loan to be made available under the Construction Facility is less than, equal to or more than the minimum amount of a Loan required to be included in a Loan constituting such type of Loan under this Agreement, whether any Default or Event of Default has occurred or is continuing or whether any acceleration or enforcement action (including any termination of the Credit Facilities and the Commitments) has occurred or commenced under any of the Loan Documents or otherwise or whether the Maturity Date has occurred) make such Prime Rate Loan under the Construction Facility and the Administrative Agent will apply the proceeds thereof in repayment of such Swingline Loan. The Administrative Agent will promptly notify the Borrower of any such Prime Rate Loans, and the Borrower will accept each such Prime Rate Loan and hereby irrevocably authorizes and directs the Administrative Agent to apply the proceeds thereof in payment of the applicable Swingline Loan.

(7) Without limiting the provisions of Sections 2.02(5) and (6), on the Maturity Date, or if an Event of Default has occurred and is continuing, each of the Lenders, other than the Swingline Lender, will purchase from the Swingline Lender, and the Swingline Lender will sell to

such Lenders, for cash, at par, without representation or warranty from or recourse against the Swingline Lender (and irrespective of whether any condition precedent to a Loan has been satisfied, any Default has occurred or is continuing or whether any acceleration or enforcement action (including any termination of the Credit Facilities and the Commitments) has occurred or commenced under any of the Loan Documents or otherwise or whether the Maturity Date has occurred), on a *pro rata* basis, an undivided interest in all Swingline Loans then outstanding. The Administrative Agent, upon consultation with the applicable Lenders, will have the power to settle any documentation required to evidence any such purchase and, if deemed advisable by the Administrative Agent, to execute any document as attorney for any Lender in order to complete any such purchase. The Borrower and the Lenders acknowledge that the foregoing arrangements are to be settled by the Lenders among themselves, and the Borrower expressly consents to the foregoing arrangements between the Lenders.

(8) Each of the Lenders will indemnify and save harmless the Swingline Lender on a *pro rata* basis against all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, payments or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against the Swingline Lender in any way related to or arising out of any Swingline Loan made by the Swingline Lender (except for any such liabilities to the extent that they result from the gross negligence or wilful misconduct of the Swingline Lender).

2.03 **Purpose of Credit Facilities**

Loans made, and Letters of Credit issued, under the Credit Facilities will only be used for the following respective purposes:

(a) under the Construction Facility, to pay Project Costs in accordance with the Project Budget,

(b) under the Swingline Facility, to temporarily finance the Project Costs pending repayment from monthly progress advances under the Construction Facility; and

(c) under the LC Facility, to provide Letters of Credit to Governmental Authorities or other obligations of the Borrower with respect to the Project relating to the Construction as provided for in the Project Budget.

2.04 **Manner of Borrowing**

(1) The Borrower may, in Canadian Dollars, make Drawdowns of Prime Rate Loans under the Construction Facility.

(2) The Borrower may, in Canadian Dollars, make Drawdowns of Letters of Credit under the LC Facility.

2.05 **Drawdown Procedure and Restrictions**

(1) Subject to the provisions of this Agreement, the Borrower may make Drawdowns hereunder by giving the Administrative Agent a Drawdown Notice on or prior to 11:00 a.m. (Toronto time) on a Business Day and at least three Business Days prior to the proposed Drawdown Date.

(2) A Drawdown Date must be a Business Day.

(3) Each Drawdown must be in a minimum principal amount of Cdn. $100,000.

(4) Unless otherwise agreed to by the Lenders, the Borrower will not be entitled to make Drawdowns more than once each calendar month.

(5) The provisions of Sections 2.05(1), (2), (3) and (4) do not apply to Swingline Loans.

(6) If the first Drawdown does not occur on or before the Maturity Date (as defined under the Pre-Development Credit Agreement) (the "**Commitment Expiry Date**"), the Lenders may, in their sole discretion, cancel the Credit Facilities and will thereafter have no obligation to advance any funds hereunder.

(7) Any portion of the LC Facility remaining unutilized at the Maturity Date (or such later date as may be agreed upon between the Administrative Agent, the Lenders, and the Borrower) shall be cancelled, whereupon the Lenders will be under no obligation to issue any further Letters of Credit under the LC Facility.

(8) The Borrower shall not be entitled to make any Drawdowns hereunder (including Swingline Loans) on or after the date that is three months following the date of registration of the Declaration.

2.06 **Administrative Agent's Obligations with Respect to Loans**

Upon receipt of a Drawdown Notice, the Administrative Agent will forthwith notify the Lenders of the proposed Drawdown Date, of each Lender's Applicable Percentage of such Loan, and, if applicable, the account of the Administrative Agent to which each Lender's Applicable Percentage is to be credited.

2.07 **Lenders' and Administrative Agent's Obligations with Respect to Loans**

Each Lender will, prior to 1:00 p.m. (Toronto time) on the Drawdown Date specified by the Borrower in a Drawdown Notice credit the Administrative Agent's account specified in the Administrative Agent's notice given under Section 2.05(8) with such Lender's Applicable Percentage of any Loan to be advanced thereunder and by 3:00 p.m. (Toronto time) on the same date the Administrative Agent will advance to the Borrower the full amount of the amounts so credited.

2.08 **Irrevocability**

Each Drawdown Notice given by the Borrower hereunder is irrevocable and will oblige the Borrower to take the action contemplated on the date specified therein.

2.09 **Account of Record**

The Administrative Agent will open and maintain books of account evidencing all Loans, Letters of Credit and all other amounts owing by the Borrower to the Lenders hereunder. The Administrative Agent will enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing accounts will, in the absence of manifest error, constitute *prima facie* evidence of the obligations of the Borrower to the Lenders hereunder with respect to all Loans, Letters of Credit and all other amounts owing by the Borrower to the Lenders hereunder. After a request by the Borrower, the

Administrative Agent will promptly advise the Borrower of such entries made in the Administrative Agent's books of account.

ARTICLE 3 - DISBURSEMENT CONDITIONS

3.01 Conditions Precedent to First Drawdown

The obligation of each Lender to make the first Drawdown hereunder by way of a Loan or the issuance of a Letter of Credit is subject to and conditional upon the prior satisfaction of the following conditions precedent:

(a) the Administrative Agent will have received a Drawdown Notice by the time required under Section 2.05(1);

(b) receipt, review and approval by the Lenders of the report of the Independent Cost Consultant in the form attached as Schedule D hereto and of a copy of the Project schedule and other Project-related documents requested by the Lenders, acting reasonably, which shall be reviewed and approved by the Lenders and the Independent Cost Consultant;

(c) no Default or Event of Default will have occurred and be continuing on the Drawdown Date or would result from making the requested advance;

(d) a Material Adverse Change will not have occurred and be existing;

(e) the representations and warranties deemed to be repeated pursuant to Section 8.02 will continue to be true and correct in all material respects as if made on and as of the Drawdown Date;

(f) the Independent Cost Consultant shall have been appointed to act on behalf of the Administrative Agent and the Lenders throughout the duration of the Project at the Borrower's expense;

(g) the Lenders will have completed their due diligence with respect to the Construction Manager, the Obligors and the Project (including a satisfactory site visit), and will have received all financial, corporate and other information requested by any Lender or the Administrative Agent, including receipt and review of:

(i) the legal and organizational structure of the Obligors and the ownership structure of the Project;

(ii) financial statements for the Borrower and each Guarantor and such information with respect to the shareholders of the Obligors as requested by the Lenders;

(iii) all required forms, identification and other due diligence materials required to comply with its "know your client" requirements and its obligations under all applicable anti-money laundering and anti-terrorism laws and regulations, including an organizational chart showing all beneficial

ownership interests in the Borrower with percentage breakout for each entity

(iv) receipt and satisfactory review by the Lenders and their counsel of the purchase and sale agreement pursuant to which the Project Lands were acquired and any other documents related to the Project that any Lender deems necessary, including, without limitation, pro-forma offer to purchase documentation, purchaser directed upgrades, permits and development and zoning approvals;

(v) receipt of a copy of any survey in respect of the Project Lands in the possession or control of the Borrower

(vi) the Construction Management Agreement and all other Material Project Agreements (including, without limitation, satisfactory review and approval by the Lenders of all of the Consultants retained in connection with the Project and all Contractors retained pursuant to those Construction Contracts that are Material Project Agreements pursuant to paragraph (iii) of the definition of Material Project Agreements);

(vii) all Permitted Encumbrances;

(viii) all existing Leases, including that all such leases contain a demolition or equivalent clause permitting the Borrower to terminate all leases affecting the Project Lands by no later than the Maturity Date;

(ix) evidence satisfactory to the Lenders that all shareholder and co-owner approvals and all regulatory, governmental and other authorizations and approvals, if any, required in order for the Obligors to enter into the Loan Documents and to perform their obligations thereunder

(x) a report from the Independent Insurance Consultant certifying that the Borrower's insurance is satisfactory and complies with this Agreement;

(xi) evidence that all remittances for Potential Prior-Ranking Claims are current, including, without limitation, a certificate from the City or a copy of the relevant tax bill issued by the City and evidence of payment thereof satisfactory to the Lenders, evidencing that realty Taxes levied against the Project Lands are current;

(xii) a report from an engineer acceptable to the Administrative Agent confirming that soil conditions are satisfactory for the Construction of the Project, which must be addressed to the Administrative Agent or accompanied by a letter from the engineer that permits the Administrative Agent to rely on such report;

(xiii) an Appraisal with respect to the Project indicating a value of the Project Lands of not less than $20,400,000, accompanied by a letter from the Appraiser permitting the Administrative Agent to rely on such report;

(xiv) a Phase I (and, if recommended, Phase II) environmental report with respect to the Project, which must be addressed to the Administrative Agent or accompanied by a letter from the environmental consultant that permits the Administrative Agent to rely on such report;

(xv) if required by the Administrative Agent, contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, such other forms or statutory declarations that contain at a minimum, the information contained in Form 9A-2001;

(xvi) where the Drawdown is being used for the purpose of releasing lien holdbacks, a properly sealed CCDC Form 9B-2001 from each subcontractor to which a holdback is being released or, alternatively, such other form or statutory declaration which contains, at a minimum, the information contained in Form 9B-2001;

(xvii) the Project Budget, the Plans and Specifications and the Construction Schedule;

(xviii) a schedule of pre-sales including purchaser name, residency status and current address, unit number of the Unit being acquired, asking price (for sales entered into after the date hereof only), sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid), possession date and any special conditions;

(xix) a report from the Independent Cost Consultant:

(A) confirming that it has reviewed and is satisfied with the Construction Management Agreement;

(B) confirming that fixed price, date certain Construction Contracts or binding letters of intent have been entered into with Contractors representing not less than 50% of Hard Costs (net of contingencies and general conditions), such contracts to be acceptable to the Independent Cost Consultant;

(C) confirming that the Project Equity is no less than the Minimum Project Equity, of which no more than $2,700,000 is attributed to land lift; and no less than $10,817,000 is attributed to the Borrower's cash equity, and that the Permitted Subordinate Debt has been fully funded and applied to Project Costs;

(D) confirming that it has reviewed and is satisfied with the Project Budget (including the Contingency Amount, Forecasted Interim Revenue (including occupancy rent, interest on Purchaser Deposits and recoveries on closing), and the projected amount of Deferred Costs) and that total Project Costs will not exceed an aggregate of $117,350,000;

(E) confirming that it has reviewed and is satisfied with the Construction Schedule (including that the Project can be completed in

accordance with same) and the projected cash flow estimate for the Construction;

(F) containing its recommendation with respect to the requirement for any Performance and Payment Bonds for major sub-trades and suppliers (i.e. any sub-trade or supplier whose contract value is greater than 5% of Hard Costs) (and where same have been required by the Administrative Agent, confirming same and that same are in form and content acceptable to the Independent Cost Consultant);

(G) confirming that it has reviewed and is satisfied with the Plans and Specifications;

(H) confirming that it has reviewed and is satisfied with all existing Condominium Sales Agreements and that Qualified Residential Presales in an amount no less than $96,444,000 (including revenue from the sale of parking and lockers, and excluding charges for unit upgrades, alterations and recoveries of development charges) are in place;

(I) confirming that the amount of Purchaser Deposits contracted for and received or receivable from Qualified Residential Presales before occupancy is no less than the Minimum Deposit Commitment and no less than $11,672,421 have been received by the Borrower;

(J) confirming the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and confirming that such costs have been incurred in accordance with the Project Budget;

(K) estimating the Cost to Complete;

(L) confirming that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(M) confirming that the Borrower has made all required Holdbacks with respect to the Construction completed to date;

(N) confirming (based on the advice of the Architect and/or other relevant Consultant) that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications; and

(O) recommending payment of the requested advance;

(xx) Performance and Payment Bonds, if any, required by the Administrative Agent with the recommendation of the Independent Cost Consultant;

(xxi) evidence satisfactory to the Lenders that all necessary zoning and development approvals, including all necessary permits, have been

obtained to permit the Construction of the Project (or, in the case of building permits, will be issued as required pertaining to each stage of Construction);

(xxii) all existing or draft Condominium Documents, which shall include the Disclosure Statement;

(xxiii) the Standard Form Sales Agreement;

(xxiv) to the extent available, current site plans, floor plans and any current market survey materials relating to the Project not previously provided to the Lenders;

(xxv) the Westmount Agreements and the Westmount Mortgage;

(xxvi) the loan agreements, notes and other loan documents relating to the Permitted Subordinate Debt;

(xxvii) the Tarion bond with respect to Purchaser Deposits and confirmation that the Borrower and the Project are fully registered and in good standing with Tarion, with all Units having an assigned registration number;

(xxviii) all subdivision, servicing, development, Section 37, site plan and similar agreements with Governmental Authorities that are required in order to ensure the completion or delivery of possession of the Project;

(xxix) evidence that Material Project Agreements relating to the Construction of the Project and the grant of necessary rights (including, without limitation, underground walkway connections, crane swing and shoring) by adjacent property owners, to the extent necessary, have been executed by all counterparties thereto;

and the results of such due diligence will be satisfactory to the Lenders in their sole discretion;

(h) except as otherwise agreed by the Administrative Agent, the Administrative Agent will have received certified copies of all shareholder approvals and true copies of all regulatory, governmental and other approvals, if any, required in order for the Obligors to enter into this Agreement and to perform their obligations hereunder;

(i) releases, discharges and postponements that are required in the discretion of the Administrative Agent (in registrable form where necessary) with respect to all Encumbrances affecting the collateral Encumbered by the Security that are not Permitted Encumbrances, if any, will have been delivered to the Administrative Agent;

(j) the Administrative Agent will have received on its own behalf or on behalf of the Lenders payment of all fees and expenses (including the fees and disbursements of the Lenders' Counsel) payable to the Administrative Agent or the Lenders that are due and payable at such time, including, without limitation, the upfront fee payable to the Lenders pursuant to Section 4.03;

(k) duly executed copies of the Security and all other Loan Documents and deliveries in connection therewith (including, without limitation, the Westmount Subordination Agreement and Permitted Subordinate Debt Subordination Agreements) will have been delivered to the Administrative Agent and all such Loan Documents will have been duly registered, filed and recorded in all Relevant Jurisdictions where required by Applicable Law or where the Administrative Agent considers it necessary or desirable, in its sole discretion, to do so;

(l) a currently dated letter of opinion of Obligors' Counsel as to such matters (including, without limitation, corporate existence and capacity, authorization, execution, delivery, enforceability, registration and perfection) and in such form as Lenders' Counsel and Obligors' Counsel may agree, each acting reasonably, addressed to the Administrative Agent, the Lenders and to Lenders' Counsel will have been delivered to the Administrative Agent;

(m) the Administrative Agent shall have received a title opinion or title insurance policy by an authorized title insurance provided as determined by the Borrower in its sole and absolute discretion (which shall include a report as to off-title matters) from Lenders' or Borrower's Counsel dated the Drawdown Date confirming that (A) the Borrower has good and marketable title to the Project, subject only to Permitted Encumbrances, and (B) the Debenture constitutes a good and valid first charge on the Project Lands subject only to Permitted Encumbrances;

(n) the Administrative Agent will have received certified copies of the Organizational Documents of the Borrower and Guarantor, the resolutions authorizing the execution and delivery of, and performance of the Borrower's and Guarantor's obligations under, the Loan Documents, and a certificate as to the incumbency of the officers of the Borrower and Guarantor;

(o) a certificate of status or comparable certificate for all Relevant Jurisdictions of each Obligor (other than any individual) will have been delivered to the Administrative Agent;

(p) a clear search of title to the Project Lands, subject to Permitted Encumbrances;

(q) after giving effect to the Drawdown:

(i) the Cost to Complete Margin must be less than or equal to the unutilized portion of the Construction Facility;

(ii) the aggregate principal amount of all Loans under the Construction Facility shall not exceed the lesser of: (A) the Construction Facility Commitment, and (B) the Costs-In-Place Margin; and

(iii) the aggregate face amount of all Letters of Credit issued under the LC Facility shall not exceed the LC Facility Commitment;

(r) the Administrative Agent shall have received evidence that at least 50% of the Minimum Deposit Commitment has been funded and applied towards payment of Project Costs and the amount of the first Drawdown shall not exceed the aggregate

amount of Purchaser Deposits that have been (or will on the Drawdown Date be) released to the Borrower and applied to pay Project Costs;

(s) the Administrative Agent shall have received all other reports and deliveries required hereunder for the period prior to such Drawdown Date;

(t) all remittances for Potential Prior-Ranking Claims must be current;

provided that all documents delivered pursuant to this Section 3.01 must be in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably.

3.02 **Conditions Precedent to Subsequent Drawdowns under the Construction Facility**

The obligation of each Lender to make any subsequent Drawdown hereunder by way of a Loan under the Construction Facility is subject to and conditional upon the prior satisfaction of the following conditions precedent:

(a) the Administrative Agent will have received a Drawdown Notice as required under Section 2.05(1);

(b) the representations and warranties deemed to be repeated pursuant to Section 8.02 will continue to be true and correct in all material respects as if made on and as of the Drawdown Date;

(c) no Default or Event of Default will have occurred and be continuing on the Drawdown Date, or would result from making the requested advance;

(d) a Material Adverse Change will not have occurred and be existing;

(e) all remittances for Potential Prior-Ranking Claims must be current;

(f) the Borrower must have delivered to the Administrative Agent all reporting required by Section 9.02;

(g) the Administrative Agent shall have received a sub-search from Lenders' Counsel confirming that no Encumbrances have been registered on title to the Project Lands since the date of the prior Drawdown other than Permitted Encumbrances;

(h) the Administrative Agent shall have received evidence that all permits necessary for Construction which relate to: (i) Construction in respect of which the Drawdown is being made, and (ii) all prior Construction, are in place at the time of the Drawdown;

(i) if any new Material Project Agreements have been entered into since the previous Drawdown, a copy of such agreements shall have been given to the Lenders;

(j) the Administrative Agent shall have received an updated schedule of pre-sales reflecting the pre-sales entered into since the previous Drawdown, including purchaser name and current address, unit number of the Unit being acquired, asking price (for sales entered into after the date hereof only), sale price, deposit

status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid), closing date and any special conditions;

(k) the Administrative Agent shall have received:

(i) a report from the Independent Cost Consultant:

(A) confirming that the Project can be completed in accordance with the Project Budget, the Plans and Specifications and the Construction Schedule;

(B) containing an updated projected cash flow estimate for the Construction where any event has caused the previously delivered estimate to have been revised in any material manner;

(C) providing its observations with respect to any new major trades to ensure competence, performance capability and experience;

(D) certifying the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and identifying whether such costs have been incurred in accordance with the Project Budget or are Cost Overruns;

(E) estimating the Cost to Complete;

(F) confirming that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(G) confirming that the Borrower has made all required Holdbacks with respect to the Construction completed to date;

(H) confirming (based on the advice of the Architect and/or other relevant Consultant) that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications;

(I) recommending payment of the requested advance; and

(J) where the related Drawdown will occur on or after the earlier of (i) the date which is 6 months after the advance made pursuant to Section 3.01 and (ii) when construction reaches grade level, confirming that fixed price, date certain Construction Contracts or binding letters of intent have been entered into with Contractors representing not less than 70% of Hard Costs (net of contingencies and general conditions), such contracts to be in form and content acceptable to the Independent Cost Consultant;

(ii) a certificate from a senior officer of the Borrower:

(A) certifying the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis;

(B) certifying the payments that have been made or will be made from the proceeds of the Drawdown and, where required by the Independent Cost Consultant, attaching copies of invoices that will be paid from the proceeds of the Drawdown;

(C) estimating the Cost to Complete on a line by line basis;

(D) certifying that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(E) certifying compliance with the *Construction Act* (Ontario), including that that the Borrower has made all required Holdbacks with respect to the work completed to date;

(F) certifying the amount of Project Equity, which must be no less than the Minimum Project Equity;

(G) certifying as to such other information, and accompanied by such back-up material, as the Administrative Agent may reasonably request from time to time;

(l) evidence satisfactory to the Lenders, acting reasonably that all necessary zoning and development approvals, including all necessary permits, have been obtained or will be issued as required pertaining to each stage of Construction;

(m) the Administrative Agent will have received on its own behalf or on behalf of the Lenders payment of all fees payable to the Administrative Agent or the Lenders that are due and payable at such time;

(n) after giving effect to the Drawdown:

(i) the Cost to Complete Margin must be less than or equal to the unutilized portion of the Construction Facility; and

(ii) the aggregate principal amount of all Loans under the Construction Facility shall not exceed the lesser of: (A) the Construction Facility Commitment, and (B) the Costs-In-Place Margin;

(o) until the Minimum Deposit Commitment has been fully funded, which Minimum Deposit Commitment shall be deemed to have been fully funded if the amount of Purchaser Deposits applied to the Project is equal to or greater than $14,773,701, the Administrative Agent shall be satisfied that the Borrower has received or is entitled to and will receive on the Drawdown Date a release of Purchaser Deposits by Westmount in an amount equal to the Drawdown and any scheduled release of

Purchaser Deposits by Westmount that is not made available by Westmount shall be funded by the Borrower;

(p) if required by the Administrative Agent, contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, such other forms or statutory declarations that contain at a minimum, the information contained in Form 9A-2001;

(q) where the Drawdown is being used for the purpose of releasing lien holdbacks, a properly sealed CCDC Form 9B-2001 from each subcontractor to which a holdback is being released or, alternatively, such other form or statutory declaration which contains, at a minimum, the information contained in Form 9B-2001; and

(r) all other terms and conditions of this Agreement upon which the Borrower may obtain a Loan or require the issuance of a Letter of Credit that have not been waived will have been fulfilled.

3.03 **Conditions Precedent to Subsequent Drawdowns Under the LC Facility**

Following the first Drawdown hereunder, the obligation of the Issuing Lender to make any Drawdown by way of the issuance of a Letter of Credit under the LC Facility is subject to and conditional upon the prior satisfaction of the following conditions precedent:

(a) the Administrative Agent will have received a Drawdown Notice as required under Section 2.05(1);

(b) the representations and warranties deemed to be repeated pursuant to Section 8.02 will continue to be true and correct in all material respects as if made on and as of the Drawdown Date;

(c) no Default or Event of Default will have occurred and be continuing on the Drawdown Date, or would result from making the requested Drawdown;

(d) a Material Adverse Change will not have occurred and be existing;

(e) all remittances for Potential Prior-Ranking Claims must be current;

(f) the Borrower must have delivered to the Administrative Agent all reporting required by Section 9.02;

(g) the Administrative Agent shall be satisfied that the Minimum Project Equity has been maintained as of the proposed date of the Drawdown;

(h) the Administrative Agent will have received on its own behalf or on behalf of the Lenders payment of all fees payable to the Administrative Agent or the Lenders that are due and payable at such time;

(i) after giving effect to the Drawdown the aggregate face amount of all Letters of Credit issued under the LC Facility shall not exceed the LC Facility Commitment; and

(j) all other terms and conditions of this Agreement upon which the Borrower may require the issuance of a Letter of Credit that have not been waived have been fulfilled.

3.04 **Waiver**

The conditions set forth in Sections 3.01, 3.02 and 3.03 are inserted for the sole benefit of the Lenders and may be waived by the Administrative Agent based on the instructions of the Required Lenders, in whole or in part (with or without terms or conditions), in respect of any Drawdown without prejudicing the right of the Lenders at any time to assert such conditions in respect of any subsequent Drawdown. The Borrower shall not be obliged to obtain any evidence that the waiver is based on the instructions of the Required Lenders and may rely entirely upon any waiver given by the Administrative Agent.

ARTICLE 4 - PAYMENTS OF INTEREST AND COMMITMENT FEES

4.01 **Interest on Prime Rate Loans**

The Borrower will pay interest on each Prime Rate Loan from and including the Drawdown Date until repaid in Canadian Dollars at a rate *per annum* equal to the sum of (a) the Prime Rate in effect from time to time plus (b) the Prime Rate Margin. Each determination by the Administrative Agent of the Prime Rate applicable from time to time will, in the absence of manifest error, be binding upon the Borrower. Such interest will be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or preceding Interest Payment Date, as the case may be, for such Loan to but excluding such Interest Payment Date (or, if such Interest Payment Date follows the repayment of such Loan, to but excluding the date of such repayment) and will be calculated on the principal amount of the Prime Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days or 366 days, as the case may be. Changes in the Prime Rate will cause an immediate adjustment of the interest rate applicable to such Loan with notice to the Borrower of such change.

4.02 **Standby Fees**

The Borrower will pay to the Administrative Agent, for the account of the Lenders, a standby fee (the "**Standby Fee**") in Canadian Dollars calculated at the rate per annum specified as the applicable "Standby Fee Rate" in the table contained in the definition of "Applicable Margin" on the daily unadvanced portion of the Construction Facility. The Standby Fee will be determined daily beginning on the date of this Agreement and will be calculated on the basis of a calendar year of 365 or 366 days, as the case may be, and will be payable by the Borrower monthly in arrears.

4.03 **Upfront Fee**

In consideration of the Lenders agreeing to provide the Credit Facilities, the Borrower will pay to the Administrative Agent, for the account of the Lenders *pro rata*, a non-refundable upfront fee (the "**Upfront Fee**") in an amount equal to 0.50% of the Construction Facility Commitment. Notwithstanding that the Lenders have agreed to postpone full payment of the Upfront Fee until the date of the first Drawdown, the Borrower acknowledges and agrees that the Upfront Fee is now earned and if the first Drawdown does not occur on or before the

Commitment Expiry Date for any reason other than a default by any Lender of its Commitment, will be payable to the Lenders as liquidated damages and not as a penalty.

The UOB Lender acknowledges having received the amount of $90,000 from the Borrower pursuant to prior pre-development and construction loan term sheets between the Lender and the Borrower (the "**Upfront Fee Credit**"). Pursuant to Section 8(3) of the Pre-Development Credit Agreement, a total of $84,000 of the Upfront Fee Credit has been used to satisfy the upfront fees payable in connection with the initial drawdowns under the pre-development facility (in the amount of $64,000) and the bridge facility (in the amount of $20,000), each as described in greater detail in Section 8(3) of the Pre-Development Credit Agreement. The remaining balance of $6,000 of the Upfront Fee Credit shall be used to satisfy a portion of the Upfront Fee payable to the UOB Lender under this Section 4.03.

4.04 **Progress Draw Fee**

The Borrower shall pay to the Administrative Agent, for the account of the Lenders, a progress draw fee (the "**Progress Draw Fee**") in the amount of $250 upon each Drawdown under the Construction Facility subsequent to the first Drawdown hereunder.

4.05 **Discharge Fees**

The Borrower shall pay to the Administrative Agent, for its own account, upon the delivery by the Administrative Agent of any partial discharge of a Unit from the Security, a discharge fee in the amount of $150 per single Unit payable at the time of discharge, or $2,000 for bulk closings of 20 Units discharged under a single document.

4.06 **Agency Fees**

In consideration of the Administrative Agent acting as Sole Lead Arranger and Administrative Agent under the Loan Documents, the Borrower will pay to the Administrative Agent such agency and arrangement fees in an amount, and on the terms and conditions, agreed to in writing by the Administrative Agent and the Borrower. All such written arrangements will constitute Loan Documents.

4.07 **Maximum Rate of Interest**

Notwithstanding anything contained herein to the contrary, the Borrower will not be obliged to make any payment of interest or other amounts payable to the Lenders hereunder in excess of the amount or rate that would be permitted by Applicable Law or would result in the receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)). If the making of any payment by the Borrower would result in a payment being made that is in excess of such amount or rate, the particular Lender will determine the payment or payments that are to be reduced or refunded, as the case may be, so that such result does not occur.

4.08 **Interest on Excess Loans, Unpaid Costs and Expenses**

Unless the payment of interest is otherwise specifically provided for herein, where the Borrower fails to pay any amount required to be paid by it hereunder when due having received notice that such amount is due (including, without limitation, the portion of any Loan made under a Credit Facility hereunder that exceeds the Construction Facility Commitment or

Letter of Credit Facility Commitment), the Borrower shall pay interest on such unpaid amount from the time such amount is due until paid at an annual rate equal to the Prime Rate plus the Prime Rate Margin plus 2.0% per annum.

ARTICLE 5 - LETTERS OF CREDIT

5.01 LC Lender's Documentation

If the Borrower wishes to request that a Letter of Credit be issued under the LC Facility, the Borrower will, at the time it delivers a Drawdown Notice pursuant to Section 2.05, execute and deliver to the LC Lender the LC Lender's usual documentation relating to the issuance and administration of letters of credit. In the event of any inconsistency between the terms of such documentation and this Agreement, the terms of this Agreement will prevail.

5.02 Form of LC

Each Letter of Credit issued by the LC Lender will be in a form and on such terms as determined by the LC Lender acting reasonably and in consideration of the terms thereof required by the Person in whose favour the LC is being issued.

5.03 Term

Unless otherwise agreed by the LC Lender, no Letter of Credit may be issued for a period in excess of one year or beyond the Maturity Date, provided that, where requested by the beneficiary of such Letter of Credit, it will contain an automatic renewal clause in respect of the maturity date thereof.

5.04 Demand

(1) If, at any time, a demand for payment (the amount so demanded being herein referred to as a **"relevant amount"**) is made under any Letter of Credit:

(a) the LC Lender will notify the Borrower in writing (with a copy to the Administrative Agent) of such demand promptly and in any event at least two Business Days prior to the date on which the relevant amount becomes payable;

(b) at or before 1:00 p.m. (Toronto time) on the date the relevant amount becomes payable, the Borrower shall pay to the LC Lender an amount in same day funds equal to the amount to be paid, together with all reasonable charges and expenses incurred by the LC Lender in connection with payment under the Letter of Credit; and

(c) the LC Lender will pay the relevant amount to the Person entitled thereto on the date upon which the relevant amount becomes payable under the Letter of Credit or as soon as possible thereafter.

(2) If the Borrower fails to make payment in accordance with Section 5.04(1)(b), the Borrower will pay interest to the LC Lender on such amount commencing on such date until paid at the rate applicable to Prime Rate Loans.

5.05 **Indemnity**

The Borrower hereby undertakes to indemnify and hold harmless the LC Lender from time to time on demand from and against all liabilities and costs (including any costs incurred in funding any amount that falls due from the LC Lender under any Letter of Credit hereunder) to the extent that such liabilities or costs are not satisfied or compensated by the payment of interest on sums due pursuant to this Agreement in connection with any Letter of Credit, except where such liabilities or costs result from the gross negligence or wilful misconduct of the Person claiming indemnification.

5.06 **No Obligation to Inquire**

The LC Lender will at all times be entitled, and is irrevocably authorized by the Borrower, to make any payment under a Letter of Credit for which a request or demand has been made in the required form without any further reference to the Borrower and any investigation or enquiry, need not concern itself with the propriety or validity of any claim made or purported to be made under the terms of such Letter of Credit (except as to compliance with the payment conditions of such Letters of Credit) and will be entitled to assume that any Person expressed in such Letter of Credit as being entitled to make demand or receive payments thereunder is so entitled. Accordingly, so long as a request or demand has been made as aforementioned, it will not be a defence to any demand made of the Borrower hereunder, nor will the obligations of the Borrower hereunder be impaired by the fact (if it be the case) that the LC Lender was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed.

5.07 **Evidence of Amounts Paid**

A certificate of the Administrative Agent or the LC Lender or both of them as to the amounts paid by the LC Lender pursuant to this Article 5 or the amount paid under any Letter of Credit will, in the absence of manifest error, be prima facie evidence of the existence and amount of such payment in any legal action or proceeding arising out of or in connection herewith.

5.08 **Letter of Credit Fee**

Prior to the issuance of any Letter of Credit or any extension of the term thereof, the Borrower will pay to the LC Lender a fee at the Letter of Credit Fee Rate calculated on the amount of the Letter of Credit (subject to a minimum fee of $250 per issuance or renewal) in Canadian Dollars on the basis of a calendar year for the number of days from the date of issuance or extension of the Letter of Credit until its expiry date. If a Letter of Credit is reduced or cancelled prior to the date that is 90 days before its maturity date, the foregoing fee will be refunded to the Borrower on a proportionate basis.

5.09 **Cash Collateral**

If any Letter of Credit is outstanding upon the occurrence of an Event of Default which is continuing or on the Maturity Date, the Borrower will forthwith pay to the LC Lender on demand an amount (the **"deposit amount"**) equal to the undrawn face amount of the outstanding Letter of Credit, which deposit amount will be held by the LC Lender in an interest bearing deposit instrument for application against the indebtedness owing by the Borrower to the LC Lender in respect of any draw on the outstanding Letter of Credit, or such alternate security as the Borrower and the LC Lender may agree. In the event that the LC Lender is not called upon to make full payment on the outstanding Letter of Credit prior to its expiry date, the deposit amount (together

with interest thereon, if any), or any part thereof that has not been paid out, will, so long as no Event of Default then exists, be returned to the Borrower.

5.10 **Obligations Absolute**

The obligations of the Borrower with respect to Letters of Credit will be unconditional and irrevocable, and must be paid or performed strictly in accordance with the terms of this Agreement under all circumstances, including the following circumstances:

(a) any lack of validity or enforceability of any Loan Document or the Letters of Credit;

(b) any amendment or waiver of or any consent to or actual departure from this Agreement;

(c) the existence of any claim, set-off, defence or other right which the Borrower may have at any time against any beneficiary or any transferee of a Letter of Credit (or any Persons for which any such beneficiary or any such transferee may be acting), the LC Lender or any other Person or entity, whether in connection with this Agreement, the transactions contemplated herein or in any other agreements or any unrelated transactions;

(d) any document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect except for non-compliance with the payment conditions of such Letter of Credit; or

(e) any other circumstance whatsoever, whether or not similar to any of the foregoing except for non-compliance with the payment conditions of such Letter of Credit (but subject to Section 5.06 above).

At the option of the LC Lender, either the *Uniform Customs and Practice* for documentary credits or *International Standby Practices*, each published by the International Chamber of Commerce, current on the issue of each Letter of Credit will be binding on the Borrower and the LC Lender with respect to each such Letter of Credit. The Borrower assumes all risks of the acts or omissions of the beneficiary of each Letter of Credit with respect to such Letter of Credit. In furtherance of, and not in limitation of, the LC Lender's rights and powers under such *Uniform Customs and Practice* or *International Standby Practices*, as applicable, but subject to all other provisions of this Article 5, it is understood that the LC Lender will not have any liability for, and that the Borrower assumes all responsibility for: (i) the genuineness of any signature, (ii) the form, validity, genuineness, falsification and legal effect of any draft, certification or other document required by a Letter of Credit or the authority of the Person signing the same, (iii) the failure of any instrument to bear any reference or adequate reference to a Letter of Credit or the failure of any Person to note the amount of any instrument on the reverse of a Letter of Credit or to surrender a Letter of Credit, (iv) the good faith or acts of any Person other than the LC Lender and its agents and employees, (v) the existence, form or sufficiency or breach or default under any agreement or instrument of any nature whatsoever, (vi) any delay in giving or failure to give any notice, demand or protest, and (vii) any error, omission, delay in or non-delivery of any notice or other communication, however sent. The determination as to whether the required documents are presented prior to the expiration of a Letter of Credit and whether such other documents are in proper and sufficient form for compliance with a Letter of Credit will be made by the LC Lender in its sole discretion, which determination will be conclusive and binding upon the Borrower absent

manifest error. It is agreed that the LC Lender may honour, as complying with the terms of a Letter of Credit and this Agreement, any documents otherwise in order and signed or issued by the beneficiary thereof. Any action, inaction or omission on the part of the LC Lender under or in connection with any Letter of Credit or any related instrument or document, if in good faith and in conformity with such laws, regulations or commercial or banking customs as the LC Lender may reasonably deem to be applicable, will be binding upon the Borrower, and will not affect, impair or prevent the vesting of any of the LC Lender's rights or powers hereunder or the Borrower's obligation to make full reimbursement of amounts drawn under the Letters of Credit. Notwithstanding the provisions of this Section 5.10, the Borrower will not be responsible, and no Person will be relieved of responsibility, for any gross negligence or wilful misconduct of such Person.

ARTICLE 6 - REPAYMENT

6.01 **Mandatory Repayment**

(1) The Borrower will repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facilities on or before the Maturity Date (or, in the case of Loans outstanding under the Swingline Facility, on written demand by the Swingline Lender to the Borrower).

(2) If the Administrative Agent determines that on any day:

(a) the Cost to Complete Margin exceeds the unutilized portion of the Construction Facility;

(b) the aggregate principal amount of all Loans under the Construction Facility exceeds the lesser of: (A) the Construction Facility Commitment, or (B) the Costs-In-Place Margin; or

(c) the aggregate face amount of all Letters of Credit issued under the LC Facility exceeds the LC Facility Commitment,

the Administrative Agent will notify the Borrower that such an event has occurred, and the Borrower will, within five (5) Business Days following receipt of such notice, as applicable, (i) repay Loans under the applicable Credit Facility in an amount equal to such excess, (ii) reduce the amount of one or more Letters of Credit by the amount of such excess, or (iii) provide cash collateral in respect of such Letters of Credit on terms and conditions acceptable to the LC Lender, acting reasonably, in an amount equal to such excess.

(3) The Borrower shall repay Loans outstanding under the Credit Facilities (with such repayments to be allocated first to the Construction Facility and then to the LC Facility as cash collateral) from the following amounts and once repaid such amounts may not be re-drawn:

(a) 100% of the net proceeds of any Debt ((including Permitted Subordinate Debt except if incurred for the purposes of paying Cost Overruns) secured by the Project and advanced after the date hereof;

(b) 100% of: (i) the Net Retail Component Sale Proceeds of any Disposition of the Retail Component or any portion thereof, or (ii) the net proceeds of any financing

relating thereto as permitted hereunder, such repayment to be made on the closing date of the relevant transaction;

(c) 100% of the Net Sale Proceeds from completed Unit sales (including parking and lockers, if applicable, and including Purchaser Deposits which have not been released into the Project), such repayment to be made on the title transfer date (or, in the case of such Purchaser Deposits, on the date made available by the Westmount), or the next Business Day if time does not permit, of the relevant transaction;

(d) if the Construction Facility is fully advanced, Purchaser Deposits released from time to time to the Borrower in excess of the Minimum Deposit Commitment;

(e) the amount of any Interim Revenue not used to pay Project Costs, as verified by the Independent Cost Consultant; and

(f) 100% of the net proceeds of property insurance in respect of the Project, if not required to be applied towards replacement, restoration or rebuilding of same, on the terms and conditions set out herein.

6.02 **Voluntary Prepayments and Reductions**

If the Administrative Agent has received a Repayment Notice from the Borrower not less than five Business Days prior to the proposed prepayment date, the Borrower may from time to time prepay Loans outstanding under the Construction Facility without penalty provided that (a) each such prepayment must be in a minimum amount of the lesser of (i) $500,000 and (ii) the principal amount of all Loans outstanding immediately prior to such prepayment, (b) any such prepayment in excess of $500,000 shall be in increments of $100,000.

6.03 **Repayment Compensation**

If the Borrower, by reason of any repayment hereunder, whether mandatory or voluntary, wishes to or is required to discharge its obligation to the LC Lender in respect of outstanding Letters of Credit, the Borrower will deposit cash with the LC Lender equal to the full face amount at maturity of such Letters of Credit to be held by the LC Lender pursuant to Section 5.09 and the Borrower shall have entered into such documentation as the LC Lender may reasonably require in respect thereof (which documentation shall constitute Loan Documents).

ARTICLE 7 - PLACE AND APPLICATION OF PAYMENTS

7.01 **Place of Payment of Principal, Interest and Fees**

All payments of principal, interest, fees and other amounts to be made by the Borrower to the Administrative Agent and the Lenders pursuant to this Agreement will be made in the currency in which a Loan or Letter of Credit is outstanding for value on the day such amount is due or, if such day is not a Business Day, on the Business Day next following (for greater certainty, with interest accruing until paid), by deposit or transfer thereof to the account of the Administrative Agent maintained at the Agent's Office or at such other place as the Borrower and the Administrative Agent may from time to time agree.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties

The Borrower represents and warrants to the Administrative Agent and to each of the Lenders as follows, and acknowledges and confirms that the Administrative Agent and each of the Lenders is relying upon such representations and warranties:

(1) Existence and Qualification Each Obligor (other than an individual) is a corporation or limited partnership duly incorporated, amalgamated, continued or formed, as the case may be, and is validly subsisting under the laws of the Province of Ontario and is duly qualified to carry on business in all jurisdictions in which it carries on its business and has all Material Licences required to conduct such business. Each Obligor who is an individual is at least 18 years of age and has the legal capacity to sign the Loan Documents to which he or she is a party.

(2) Power and Authority Each Obligor (other than any individual) has the power, authority and right (a) to enter into and deliver, and to exercise its rights and perform its obligations under, the Loan Documents to which it is a party and all other instruments and agreements delivered by it pursuant to any of the Loan Documents, and (b) to own its Property and carry on its business as currently conducted and as currently proposed to be conducted by it. Without limiting the foregoing, the Borrower has all necessary power and authority to own its interest in the Project Lands and to develop and complete the Project and is duly licensed, registered and qualified to carry out such activities.

(3) Execution, Delivery, Performance and Enforceability of Documents The execution, delivery and performance of each of the Loan Documents to which an Obligor (other than any individual)(is a party, and every other instrument or agreement delivered by it pursuant to any Loan Document, has been duly authorized by all actions, if any, required on its part and by its directors (or where applicable partners, members or managers), and each of the Loan Documents to which an Obligor is a party has been duly executed and delivered by it and constitutes a valid and legally binding obligation of the particular Obligor enforceable against it in accordance with its terms subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application limiting the enforcement of creditors' rights generally and to general equitable principles.

(4) Loan Documents Comply with Applicable Laws, Organizational Documents and Contractual Obligations Neither the entering into nor the delivery of, and neither the consummation of the transactions contemplated in nor compliance with the terms, conditions and provisions of, the Loan Documents by any Obligor conflicts with or will conflict with, or results or will result in any breach of, or constitutes a default under or contravention of, any Requirements of Law applicable to it or any of its Organizational Documents (if applicable), or results or will result in the creation or imposition of any Encumbrance other than Permitted Encumbrances except in favour of the Administrative Agent and/or the Lenders upon any of its Property, including the Project.

(5) Consents Respecting Loan Documents Each of the Obligors has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery by it of each of the Loan Documents to which it is a party and the consummation of the transactions contemplated in the Loan Documents.

(6) Taxes Each of the Obligors has paid or made adequate provision for the payment of all Taxes levied on it or on its Property (including, in the case of the Borrower, the Project) or income that are due and payable, including interest and penalties, or has accrued such amounts in its financial statements for the payment of such Taxes, and there is no material action, suit, proceeding, investigation, audit or claim now pending of which it has notice, or to its knowledge threatened, by any Governmental Authority regarding any Taxes that is reasonably likely to cause a Material Adverse Change nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes.

(7) Judgments, Etc. Neither the Borrower nor, to its knowledge after due inquiry, any of the Obligors is subject to any judgment, order, writ, injunction, decree or award that has not been stayed or of which enforcement has not been suspended and that individually or in the aggregate constitutes, or is reasonably likely to cause, a Material Adverse Change.

(8) Absence of Litigation There are no actions, suits or proceedings pending of which the Borrower has knowledge or, to the best of the Borrower's knowledge and belief, threatened against or affecting any Obligor that are reasonably likely to cause, either separately or in the aggregate, a Material Adverse Change.

(9) Title to Project Lands The Borrower, by its general partner, the Borrower GP, is the legal and beneficial owner of the Project Lands, with good and marketable title thereto, and any other real and personal Property of any nature which is part of the Project, in each case free and clear of all Encumbrances except Permitted Encumbrances, and no Person has any agreement or right to acquire an interest in the Project.

(10) Labour Relations Neither the Borrower, nor to its knowledge after due inquiry, any of the Obligors is engaged in any unfair labour practice that could reasonably be expected to cause a Material Adverse Change; and there is no unfair labour practice complaint pending against the Borrower, or to its knowledge after due inquiry, any of the Obligors or, to the best of the knowledge of the Borrower, threatened against any of the Obligors before any Governmental Authority that if adversely determined could reasonably be expected to cause a Material Adverse Change. No grievance or arbitration arising out of or under any collective bargaining agreement is pending or threatened against the Borrower, or to its knowledge after due inquiry, any of the Obligors that is reasonably likely to cause a Material Adverse Change. No strike, labour dispute, slowdown or stoppage is pending or threatened against the Borrower, or to its knowledge after due inquiry, any of the Obligors and no union representation proceeding is pending with respect to any employees of the Borrower, or to its knowledge after due inquiry, any of the Obligors, except (with respect to any matter specified in this sentence, either individually or in the aggregate) such as could not reasonably be expected to cause a Material Adverse Change.

(11) Compliance with Laws To the best of the Borrower's knowledge, none of the Obligors is in default under any Applicable Law where such default could reasonably be expected to cause a Material Adverse Change. To its knowledge the Project Lands are in compliance in all material respects with all Applicable Law, including, without limitation, all Environmental Law. Further, there are no facts known or which ought reasonably to be known, in either case after due enquiry by the Borrower, which could give rise to a notice of non-compliance to such extent with any Applicable Law.

(12) No Default To the best of the knowledge of the Borrower, no Default or Event of Default has occurred and is continuing. Neither the Borrower nor, to its knowledge after due inquiry, any of the Obligors, is in default under any agreement, guarantee, indenture or instrument

to which it is a party or by which it is bound, the breach of which could reasonably be expected to cause a Material Adverse Change.

(13) Ownership Structure The ownership structure of the Borrower is as set out in Schedule 8.01(13).

(14) Relevant Jurisdictions The Relevant Jurisdictions for the Borrower and Borrower GP are set forth on Schedule 1.01(G).

(15) Security The Security is effective to create in favour of the Administrative Agent, as security for the Obligations described therein, a legal, valid, binding and enforceable security interest in the collateral described therein and proceeds thereof.

(16) Material Project Agreements and Material Licences

(a) True copies of each of the Material Project Agreements and Material Licences existing as of the date of this Agreement have been delivered to the Lenders.

(b) To the best of the knowledge of the Borrower, no event has occurred and is continuing that would constitute a material breach of or a material default under any Material Project Agreement or Material Licence and each Material Project Agreement to which an Obligor is a party or is binding upon it and, to the best of the Borrower's knowledge, is a binding agreement of each other Person who is a party thereto.

(17) Financial Statements All of the annual financial statements that have been furnished to the Administrative Agent and the Lenders in connection with this Agreement are complete in all material respects and such financial statements fairly present the financial position of the Obligors as of the dates referred to therein and have been prepared in accordance with GAAP.

(18) No Material Adverse Change Since the date of the Borrower's most recent annual financial statements provided to the Administrative Agent, there has been no condition (financial or otherwise), event or change in the Borrower's business, liabilities, operations, results of operations, assets or prospects which constitutes, or could reasonably be expected to constitute, or cause, a Material Adverse Change.

(19) Environmental Matters

(a) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Administrative Agent pursuant to Section 3.01(g)(xiv), to the best of the Borrower's knowledge the Project Lands are in full compliance with all Environmental Law; the Borrower is not aware of, nor has it received notice of, any past, present or future condition, event, activity, practice or incident that may interfere with or prevent the compliance or continued compliance of the Project or the Borrower in all respects with all Environmental Law; and the Borrower has obtained all licences, permits and approvals in connection with the Project that are currently required under all Environmental Law and is in full compliance with the provisions of such licences, permits and approvals.

(b) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Administrative Agent pursuant to Section 3.01(g)(xiv), the Borrower is not aware that any Hazardous Substances exist on, about or within or have been used, generated, stored, transported, disposed of on, or Released from the Project Lands other than in material accordance and compliance with all Environmental Law.

(c) The use which the Borrower has made and intends to make of the Project Lands will not result in the use, generation, storage, transportation, accumulation, disposal, or Release of any Hazardous Substances on, in or from the Project Lands except in accordance and compliance with all Environmental Law.

(d) There is no action, suit or proceeding, or, to its knowledge, any investigation or inquiry, before any Governmental Authority pending or, to its knowledge, threatened against any Obligor relating in any way to any Environmental Law with respect to the Project Lands that would or could reasonably be expected to cause a Material Adverse Change.

(e) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Administrative Agent pursuant to Section 3.01(g)(xiv), to its knowledge the Borrower has not (i) incurred any current and outstanding liability for any clean-up or remedial action under any Environmental Law with respect to current or past operations, events, activities, practices or incidents relating thereto, (ii) received any outstanding written request for information (other than information to be provided in the normal course in connection with applications for licences, permits or approvals) by any Person under any Environmental Law with respect to the condition, use or operation of the Project Lands, (iii) received any outstanding written notice or claim under any Environmental Law with respect to any violation of or liability under any Environmental Law or relating to the presence of Hazardous Substance on or originating from the Project Lands, that, in any such case, would or could reasonably be expected to cause a Material Adverse Change, or (iv) ever been convicted of an offence or subjected to any judgment, injunction or other proceeding for non-compliance with any Environmental Law or been fined or otherwise sentenced or settled such prosecution or other proceeding short of conviction for non-compliance with any Environmental Law.

(f) Copies of all material analysis and monitoring data for soil, ground water, surface water and the like and reports pertaining to any environmental assessments/audits, including without limitation any inspections, investigations and tests, relating to the Project Lands that were obtained, are in the possession or control of, or were carried out on behalf of, the Obligors or any of them have been delivered to the Administrative Agent.

(g) Since acquiring its interest in the Project Lands, the Borrower has maintained all environmental and operating documents and records relating to the Project Lands substantially in the manner and for the time periods required by Environmental Law and Material Licences.

(h) To the best of its knowledge the Borrower has not defaulted in reporting in any material respect to any applicable Governmental Authority in relation to the Project

Lands on the happening of an occurrence which it is or was required by any Environmental Law to report.

(20) Material Licenses All Material Licences from third parties and Governmental Authorities, being as of the date hereof those listed in Schedule 1.01(D), have been obtained other than those not required or able to be obtained until a later stage of Construction or after Construction Completion and those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to permit the Borrower to complete the transactions provided for in the Material Project Agreements and to construct and operate the Project.

(21) Zoning, Uses and Expropriation

(a) The Project is zoned to permit the Construction and operation of the Project.

(b) The existing and proposed uses of the Project comply in all material respects with Applicable Law.

(c) It has not received notice of any proposed rezoning of all or any part of the Project that would be reasonably likely to cause a Material Adverse Change.

(d) It has not received notice of any expropriation of all or any part of the Project Lands.

(22) Undisclosed Liabilities There are no liabilities (including contingent liabilities) that, in the aggregate, are material in respect of the Project, the Borrower or its business, or to its knowledge after due inquiry, the Obligors or their respective businesses, which have not been previously disclosed in writing to the Lenders.

(23) Liens The Borrower has not received notice of any Encumbrances related to the Project Lands, other than Permitted Encumbrances.

(24) Insolvency None of the Obligors (i) has committed any act of bankruptcy, (ii) is insolvent, or has proposed, or given notice of its intention to propose, a compromise or arrangement to its creditors generally, (iii) has made any petition for a receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceeding with respect to any compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed of any part of its assets, has had any Encumbrancer take possession of its Property, or (iv) has had an execution or distress become enforceable or become levied on its Property.

(25) No Infringement To the best of its knowledge the Construction and operation of the Project does not infringe and will not infringe upon any patents, trademarks, trade names, service marks, or copyrights, domestic or foreign, or any other industrial property or intellectual property of any other Person, which infringement would likely have a Material Adverse Change.

(26) Setbacks The location of any buildings on the Project are or will be, to the extent they have been constructed or will be constructed in accordance with the Plans and Specifications, within the boundary lines of the Project Lands as a whole and are in compliance with all applicable setback requirements.

(27) Real Property The only real property interests necessary for the Construction of the Project in accordance with the Plans and Specifications are the real property interests comprising the Project Lands.

(28) Borrower's Business The Borrower is a Single Purpose Entity.

(29) Letters of Credit The Borrower has not been required to obtain or provide any letters of credit in connection with the issuance of any Material Licence with respect to the Project, save and except for any Letters of Credit issued hereunder and letters of credit that will be cancelled and re-issued hereunder.

(30) Anti-Money Laundering The proceeds of the Credit Facilities are not needed/being invested in order to support international terrorism and no funds used in connection with the Project are directly or indirectly derived from activities that may contravene Applicable Law, including anti-money laundering laws and regulations.

(31) Full Disclosure All information provided or to be provided to the Administrative Agent and/or the Lenders in connection with the Credit Facilities is true and correct in all material respects and none of the documentation furnished to the Administrative Agent and/or the Lenders by or on behalf of it, to its knowledge, omits or will omit as of such time, a material fact necessary to make the statements contained therein not misleading in any material way, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by it.

(32) Residency The Borrower is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada).

(33) Condominium Sales Agreements All Condominium Sales Agreements entered into by the Borrower are with bona fide purchasers that are Arm's Length with the Obligors save and except as otherwise permitted pursuant to this Agreement.

8.02 Survival and Repetition of Representations and Warranties

The representations and warranties set out in Section 8.01 survive the execution and delivery of this Agreement and all other Loan Documents and will be deemed to be repeated by the Borrower as of each Drawdown Date, except to the extent that on or prior to such date (a) the Borrower has advised the Administrative Agent in writing of a variation in any such representation or warranty, and (b) if such variation, in the opinion of the Lenders, acting reasonably, is material to the Project or the Property, liabilities, affairs, business, operations, prospects or condition (financial or otherwise) of any Obligor considered as a whole or could have, or be reasonably likely to result in, a Material Adverse Change, the Lenders have approved such variation.

ARTICLE 9 – COVENANTS

9.01 Positive Covenants

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Required Lenders, the Borrower covenants as follows:

(1) Timely payment The Borrower will make due and timely payment of the Obligations required to be paid by it hereunder.

(2) Conduct of Business, Maintenance of Existence The Borrower will engage in business of the same general type as now conducted by it; carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice; subject to Section 9.03(3), preserve, renew and keep in full force and effect its existence; and take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business and to comply in all material respects with all Material Project Agreements and Material Licences.

(3) Compliance with Applicable Law The Borrower will comply in all material respects with all Applicable Law, including Requirements of Environmental Law and the Condominium Act to the extent applicable to the Project.

(4) Further Assurances The Borrower will use reasonable efforts to provide the Administrative Agent and the Lenders with such other documents, opinions, consents, acknowledgments and agreements as are reasonably necessary to implement this Agreement and the other Loan Documents from time to time.

(5) Access to Information The Borrower will promptly provide the Administrative Agent, the Independent Insurance Consultant and the Independent Cost Consultant with all information reasonably requested by any of them from time to time at reasonable intervals in connection with this Agreement concerning its financial condition and the Project (including, without limitation, the Plans and Specifications, the Project Budget, the status of Construction, Material Project Agreements and Material Licences), and during normal business hours and from time to time at reasonable intervals upon not less than 72 hours' notice, permit representatives of the Administrative Agent and the Lenders to inspect the Project and to permit the Administrative Agent to examine and take extracts from its financial records, including records stored in computer data banks and computer software systems regarding the Project, and to discuss its financial condition with its senior officers and (in the presence of such of its representatives as it may designate) its auditors, the reasonable expense of all of which will, if a Default or Event of Default has occurred and is continuing, be paid by the Borrower. All such examinations, visits and inspections of the Lenders shall be coordinated through the Administrative Agent for logistics purposes in order to minimize the number of such examinations, visits and inspections.

(6) Obligations and Taxes The Borrower will pay or discharge, or cause to be paid or discharged, before the same will become delinquent (i) all Taxes imposed upon it or upon its income or profits or in respect of its business or Property (including the Project), unless same are being contested by the Borrower, and file all tax returns in respect thereof, (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its Debt, and (iv) all Prior-Ranking Claims and other obligations which are due and owing. The Borrower hereby grants its consent (such consent to remain in force as long as this Agreement is in effect or any Loans are outstanding) to any Person having information relating to any Potential Prior-Ranking Claim arising by Applicable Law or otherwise and including, without limitation, claims by or on behalf of government to release such information to the Administrative Agent at any time upon its written request for the purpose of assisting the Administrative Agent and the Lenders to evaluate the financial condition of the Borrower.

(7) Use of Credit Facilities The Borrower will use the proceeds of the Credit Facilities only for the purposes specified in Section 2.03.

(8) Construction Insurance From the date hereof until date of registration of the Project as a condominium corporation, the Borrower will provide to the Administrative Agent and/or the Independent Insurance Consultant on request with copies of the underlying policies or detailed certificates or binders of insurance in form acceptable to the Administrative Agent and the Independent Insurance Consultant acting reasonably for all policies required hereunder to be purchased and maintained by the Borrower:

(a) The Borrower will maintain or cause to be maintained coverage following consultations with and advice from the Independent Insurance Consultant, may reasonably require from time to time, all with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating, if not rated by A.M. Best), or better, rating at time of placement and at all times thereafter with such insurance companies having claims paying ability as approved by the Administrative Agent;

(b) The Administrative Agent must be shown as first mortgagee and loss payee (ALTIMA) under the "All Risks" Builder's Risk / Course of Construction policy and, where applicable, the Boiler and Machinery insurance policies, and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada;

(c) The Administrative Agent must be shown as an additional insured under all liability policies covering the Project with respect to claims arising out of the operations of the named insured;

(d) The Borrower must be shown as a named insured or additional named insured under all policies of insurance in force with respect to the Project;

(e) The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Project as an insured location must be shown on the insurance policies;

(f) There needs to be evidence of Builder's Risk / Course of Construction insurance written on an "All Risks" or Broad Form basis and maybe subject to the latest CCDC policy wording; and

(g) All policies of insurance must provide the Administrative Agent with at least 60 days' prior written notice of adverse material change or cancellation, except for the non-payment of premium, in which case the statutory conditions may apply. provide that no cancellation or termination thereof, for any reason whatsoever (with the exception of cancellation due to non-payment of premium for which 15 days statutory notice of cancellation may apply), shall take effect unless the insurer concerned has given the Administrative Agent.

(h) The Borrower shall maintain or cause to be maintained:

(i) "All Risks" Builder's Risk / Course of Construction (including coverage against the perils of Earth Movement / Earthquake, Flood, Sewer Back-up / Water and Collapse (including natural or man-made earth movement, landslide or subsidence) insurance debris removal property located on the Project site, resultant damage due to faulty materials or workmanship (DE4/LEG2 wording), windstorm (including Windstorm debris) and Sewer Back-up on a replacement cost, no Co-Insurance basis with a limit covering insured physical loss or damage representing not less than 100% of the

total construction Hard Costs plus at least 25% of the total construction Soft Costs. include Delayed Start up insurance to cover 100% of the anticipated loss of revenue for a minimum of one year, which may be incurred in the event of an insured loss, during construction project period;

(ii) The "All Risks" Builder's Risk / Course of Construction insurance shall include coverage for Equipment Breakdown including (Hot & Cold) Testing and Commissioning of Machinery and Equipment, a Permission to Occupy clause, a By-Laws endorsement and coverage for Property Inland Transit and Property Stored Off-site; Expediting Expenses and cost of cleanup of pollutants resulting from an insured peril (which coverages may be subject to sublimits). The Builder's Risk / Course of Construction insurance will include coverage for Sudden and Accidental Breakdown in connection with the Project on a Replacement Cost, no Co-Insurance basis and such other Direct Damage and Indirect Damage with respect to Delay in Opening/Delay in Start Up (DSU) insurance with the Administrative Agent added as first mortgagee & loss payee (ALTIMA); and

(iii) Such insurance is to be in such amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Administrative Agent or as required under any of the Material Project Documents, but at a minimum shall provide a replacement cost limit representing 100% of Hard Costs plus at least 25% of total Soft Costs, and a limit representing not less than 100% of the anticipated annual Gross Rental/Business Income, if applicable, to be derived by the Borrower from the Project once completed written on a Delayed Income basis and subject to a period of indemnity of not less than (12) twelve months. The Builder's Risk / Course of Construction insurance shall include By-laws extensions to cover increased cost of construction, cost of demolition of the undamaged portion of the Project (and resultant loss of income, if any rental income to be derived by the Borrower from the Project once registered as condominium corporation; and a Permission to Occupy clause (that allows for both retail and residential occupancy) and coverage for resultant damage from faulty workmanship, faulty materials and/or faulty design and CCDC Endorsement or equivalent. The Builder's Risk / Course of Construction insurance shall include coverage for Debris Removal (for removal of debris of insured property, as well as removal of debris of uninsured property located on the Project site as the result of windstorm); expediting expenses; property in inland transit; property commissioning or separate comprehensive Equipment Breakdown / Boiler and Machinery insurance will be maintained for the same limits as under the Builder's Risk / Course of Construction insurance for physical loss or damage and delayed income.

(i) The Direct and Indirect Damage insurance policies shall also (i) name the Borrower as first named insured thereunder and as additional named insured all those required to be so named under any of the Material Project Documents; (ii) name the Administrative Agent as first mortgagee and loss payee and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada.

(j) There must be evidence of Wrap-Up Liability insurance, with a minimum limit of $15,000,000.00 per occurrence and $15,000,000.00 policy aggregate at least a minimum 24 (twenty-four) month Completed Operations period, covering the Project. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Non-Owned Automobile, Tenant's Legal Liability, Limited Pollution Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours), Primary & Non-Contributory Clause and include Waiver of Subrogation in favour of the Lenders and/or Administrative Agent.

(k) The Borrower must be added as an additional named insured under the Contractor's Wrap-Up Liability's insurance, but only with respects to claims arising out of the operations of the named insured. The Borrower and all contractors, sub-contractors, trades and consultants must be named insureds with respect to the work or operations at the Project, excluding Professional Liability.

(i) Such insurance as may be required to meet the obligations of the Borrower under any of the Material Project Documents;

(ii) Such other liability insurance as the Administrative Agent may reasonably require from time to time, all with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating if not rated by A.M. Best), or better, ratings at time of placement and at all times thereafter with such insurance companies having comparable claims paying ability as approved by the Administrative Agent acting reasonably, such insurance to be in such amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Administrative Agent, acting reasonably;

(iii) All Architects Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of liability of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate) maintained by the prime architect; and must be current dated and issued within 30 days of request;

(iv) All Engineers Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate) maintained by the mechanical engineer, the electrical engineer, the structural engineer (and if applicable, the wind engineer); and must be current dated and issued within 30 days of request;

(v) All Architects & Engineers Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of liability of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and

$2,000,000 in the aggregate); and must be current dated and issued within 30 days of request; and

(vi) Performance and Payment Bonds covering such Construction Contracts in such monetary amounts as are recommended by the Independent Cost Consultant with the Borrower as an obligee and with the Administrative Agent as a dual or additional obligee.

(9) Proceeds of Insurance With regard to the builders risk and equipment breakdown insurance, the following shall apply:

(a) So long as no Default or Event of Default has occurred and is continuing, the proceeds of the builders risk and equipment breakdown insurance shall be dealt with as follows:

(i) If the total amount of such proceeds equals or exceeds Cdn. $500,000, they shall be payable directly into an escrow account of the Borrower (which account shall be held with the Administrative Agent and subject to the security interest created by the Security) to be disbursed by the Administrative Agent against receipts payable in not more than 30 days for expenses incurred in repairing the damage or destruction or replacing property in respect of which the insurance is payable, upon receipt of:

(A) an Officer's Certificate of the Borrower stating that the proceeds of such insurance together with other funds held or arranged by the Borrower are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;

(B) a letter of undertaking of the Borrower to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and

(C) evidence satisfactory to the Administrative Agent (including certification by the Independent Cost Consultant) that the proceeds of insurance together with the other funds held or arranged by the Borrower will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.

(ii) The proceeds of any business interruption insurance shall be payable to the Borrower to be applied on account of ongoing obligations of the Borrower hereunder or in respect of the Project as the same fall due from time to time.

(iii) The proceeds of all insurance held by the Administrative Agent shall, unless and until the same are applied or released to the Borrower as aforesaid, constitute continuing collateral security for the Borrower's obligations and liabilities in respect of amounts outstanding hereunder. The Administrative Agent shall place such funds in interest-bearing term deposits with the interest thereon to accrue to the benefit of the Borrower.

(iv) If the total amount of such proceeds is less than Cdn. $500,000, they shall be released to the Borrower subject to delivery of the documents set out above.

(b) If an Event of Default has occurred and is continuing:

(i) The proceeds of the builders risk and equipment breakdown insurance shall be payable to the Administrative Agent and subject to the Security, to be applied by it, at its option, in reduction of the amounts outstanding hereunder or released by the Administrative Agent to the Borrower upon receipt of:

(A) an Officer's Certificate of the Borrower stating that the proceeds of such insurance together with other funds held or arranged by the Borrower are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;

(B) a letter of undertaking of the Borrower to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and

(C) evidence satisfactory to the Administrative Agent that the proceeds of insurance together with the other funds held or arranged by the Borrower will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.

(ii) The proceeds of any business interruption insurance shall be payable to the Administrative Agent to be held by the Administrative Agent as additional security for the payment of all amounts payable hereunder, to be applied on account of ongoing obligations of the Borrower hereunder or in respect of the Project as the same fall due from time to time and, to the extent of any surplus, firstly to arrears of such payments and thereafter, if the Lenders have opted to release proceeds of insurance to the Borrower, then the balance of the proceeds of business interruption insurance shall be payable to the Borrower, failing which the balance, if any, remaining after application of such proceeds as aforesaid shall be paid to the Administrative Agent as partial prepayment of the Loans.

(iii) The proceeds of all insurance held by the Administrative Agent shall, unless and until the same are applied or released to the Borrower as aforesaid, constitute continuing collateral security for the Borrower's obligations and liabilities in respect of amounts outstanding hereunder. The Administrative Agent shall place such funds in interest-bearing term deposits with the interest thereon to accrue to the benefit of the Borrower (but subject to the security interest created under the Security).

(10) Operating Insurance From the date of registration of the Project as a condominium corporation and so long as the Borrower has an ownership interest in same, and so long as any amounts are due hereunder, all insurance policies/certificates must be forwarded to the

Independent Insurance Consultant for review. The cost of such review shall be for the account of the Borrower:

(a) All insurance policies shall be in form and with insurers reasonably acceptable to the Lenders and/or the Administrative Agent and contain the original signatures of the insurers (which may include being signed by certified electronic signature).

(b) The Administrative Agent must be shown as first mortgagee and loss payee (ATIMA) under the "All Risks" under the property and, if applicable, Equipment Breakdown / Boiler and Machinery.

(c) The Administrative Agent must be shown as an additional insured under all liability insurance covering the Project with respect to claims arising out of the operations of the named insured.

(d) The Borrower must be shown as a named insured or additional named insured under all policies of insurance in force with respect to the Project.

(e) The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Project as an insured location must be shown on the insurance policies.

(f) If the Project is a condominium, a certificate of insurance from the condominium corporation providing confirmation of insurance on the building(s), Improvements and Betterments (not owned, made or acquired by the Borrower), Equipment Breakdown / Boiler & Machinery (standard comprehensive form) and common areas on an "All Risks" property insurance policy and with the Administrative Agent as first mortgagee and loss payee (ATIMA) and confirmation of liability insurance including the Borrower and the Administrative Agent as additional insured.

(g) If the Project is a condominium, the Borrower shall or shall cause Tenants of units in such condominium to obtain and maintain insurance on the units in the condominium, Improvements and Betterments, Loss Assessments with respect thereto on a full replacement cost basis on an “All-Risk” property policy, including the Borrower with the Administrative Agent as first mortgagee and loss payee (ATIMA) (if the unit in the condominium is a rental property).

(h) There must be evidence of Commercial General Liability insurance, with a minimum limit of $5,000,000.00 per occurrence covering the condominium corporation Property. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Primary & Non-Contributory, Non-Owned Automobile, Tenant’s Legal Liability, Limited Pollution Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours), Primary & Non-Contributory Clause and include Waiver of Subrogation in favour of the Lenders and/or Administrative Agent.

(i) The Property and where applicable standard comprehensive Equipment Breakdown / Boiler and Machinery policies shall contain a standard mortgage clause in favour of the Administrative Agent.

(j) All policies of insurance must provide the Administrative Agent with at least 60 days' prior written notice of adverse material change or cancellation, except for the non-payment of premium, in which case the statutory conditions may apply.

(k) Insurance must be on an “All-Risk” basis of physical loss or damage including the perils of Wind, Riot, Windstorm, Flood, Sewer Back-up / Water Damage, Collapse and Earth Movement / Earthquake, (including natural or man-made earth movement, landslide or subsidence), Equipment Breakdown / Boiler & Machinery must be for 100% of the full replacement cost of the Project, without deduction for foundations and footings, and including confirmation that the "Same or Adjacent Site" clause has been deleted from the replacement cost wording.

(l) There must be a Stated Amount Clause or No Co-Insurance Clause to waive the Co-Insurance conditions, or confirmation that there are co-insurance restrictions applicable to the building(s).

(m) There must be evidence of full by-laws extensions, including the increased cost of construction, cost of demolition of the undamaged portion of the Project and resultant loss of income.

(n) If the Project is insured under a blanket insurance policy, amount of blanket limit and declared values for physical loss or damage and Business Interruption for the Project, including confirmation of the concentration of risk in this collateral postal code of the subject property, under the Statement of Values filed with the insurer(s).

(o) There must be evidence of Business Interruption (Actual Loss Sustained, Rental Income or Profits) with an indemnity period of not less than 12 months including any revenue (if any) earned by the Borrower from any individually owned units or as required by the Lenders and/or the Administrative Agent or the Independent Insurance Consultant. The period of indemnity should take into consideration the length of time for reconstruction of the Project.

(p) There must be evidence of Commercial General Liability insurance, with a minimum limit of $5,000,000.00 per occurrence covering the Project. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Primary & Non-Contributory, Non-Owned Automobile, Tenant’s Legal Liability, Limited Pollution Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours) and include Waiver of Subrogation in favour of the Lenders and/or the Administrative Agent.

(q) If Excess or Umbrella liability is evidenced, confirmation the Excess/Umbrella Liability follows form of the underlying Commercial General Liability.

(r) The Lenders and/or the Administrative Agent will not accept evidence of insurance on a CSIO form, or an ACORD Form #25 (or their equivalents), due to the limitation in the wording as to its efficacy, and the restrictive cancellation provisions, unless accompanied with an additional remarks schedule/comments ACORD 101 or CSIO equivalent.

(s) Such other insurance as the Lenders and/or the Administrative Agent or the Independent Insurance Consultant may reasonably require given the nature of the security and that which a prudent owner of similar security would purchase and maintain or cause to be purchased and maintained.

(t) There must be full, original, certified, endorsed copies of the insurance policies provided to the Administrative Agent as soon as available from the insurers, which certified policy copies should be available within 60 to 90 days. Signed certificates or binders of insurance addressing the above will suffice as insurance evidence for closing purposes.

(u) In the instance that any portion of the property insurance coverage described above has expired or cancelled and evidence of adequate and satisfactory insurance coverage has not been provided to the Lender within 45 days (with the certified policy copies provided within 90 days) of the expiration or cancellation date, the Lender will have the option, without obligation, to place adequate and satisfactory insurance (at the Lender's sole, absolute and unfettered discretion) for the Project at the Borrower's expense

(v) All with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating, if not rated by A.M. Best), or better, rating at time of placement and at all times thereafter with such insurance companies having comparable claims paying ability as approved by the Administrative Agent, acting reasonably. Such insurance is to be in such form and amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Administrative Agent.

(w) The Borrower will provide to the Administrative Agent and/or the Independent Insurance Consultant on request with copies of the underlying policies or detailed certificates or binders of insurance in form acceptable to the Administrative Agent and the Independent Insurance Consultant acting reasonably for all policies required hereunder to be purchased and maintained by the Borrower.

(11) Notice of Default The Borrower will promptly notify the Administrative Agent of any Default or Event of Default of which it becomes aware, using reasonable diligence.

(12) Notice of Material Adverse Change The Borrower will promptly notify the Administrative Agent of any Material Adverse Change or any matter that is likely to have a Material Adverse Change of which it becomes aware, using reasonable diligence.

(13) Notice of Litigation The Borrower will promptly notify the Administrative Agent on becoming aware of the occurrence of any litigation, arbitration or other legal proceeding the result of which if determined adversely would be a judgment or award against it that would result in a Material Adverse Change, and from time to time provide the Administrative Agent with all reasonable information requested by the Administrative Agent concerning the status of any such proceeding.

(14) Other Notices The Borrower will promptly notify the Administrative Agent on becoming aware:

(a) of any change of Control of an Obligor;

(b) if at any time the Project Costs are expected to exceed the current Budgeted Project Costs as set out in the most recent Project Budget approved by the Lenders;

(c) of any labour controversy which would likely have a Material Adverse Change or materially delay the anticipated date of Substantial Completion or Construction Completion of the Project;

(d) of the occurrence of an event of Force Majeure, describing in reasonable detail the effects of such event on the Construction or operation of the Project, the action which the Borrower intends to take to remedy such event and the estimated date when the event of Force Majeure will be remedied and will cease to impair Construction or operation of the Project;

(e) of the cessation of any event of Force Majeure;

(f) of any circumstance of which it has notice or is aware which could result in a material breach of or default or non-performance by any party under the Material Project Agreements or of any condition entitling any party to terminate its obligations thereunder;

(g) of any damage to or destruction of any Property that forms part of the Project, which might give rise to an insurance claim, if the cost of any repairs to or replacement of assets of the Borrower exceeds $250,000;

(h) of any threatened expropriation or notice of expropriation with respect to the Project Lands, such notice to be delivered forthwith upon the Borrower becoming aware of such threatened expropriation or its receipt of notice of such proceedings and the Borrower hereby covenants and agrees that no such claim shall be compromised or settled without the prior written consent of the Lenders;

(i) of any circumstance whereby the date of Substantial Completion is expected by the Borrower or the Independent Cost Consultant to be delayed by three or more months; or

(j) of any non-compliance in any material respect with Environmental Law relating to the Project Lands, and of any notice, investigation, non-routine inspection or material inquiry by any Governmental Authority in connection with any Environmental Law relating to the Project.

(15) Environmental Compliance

The Borrower shall:

(a) Ensure that no material obligation, including a clean-up or remedial obligation, will arise under any Environmental Law with respect to the Project Lands; provided, however, that if any such claim is made or any such obligation arises, it will immediately satisfy or contest such claim or obligation at its own cost and expense, and promptly notify the Administrative Agent upon learning of (i) the existence of Hazardous Substances located on, above or below the surface of the Project Lands or contained in the soil or water constituting such land (except those being

stored, used, contained or otherwise handled in substantial compliance with Environmental Law), or (ii) the occurrence of any reportable Release of Hazardous Substances into the air, land surface water or ground water that has occurred on or from such land, or (iii) any other event or occurrence relating to the Project which, in the opinion of the Borrower, acting reasonably, is likely to give rise to a notice of non-compliance in any material respect with any Environmental Law.

(b) Comply, and cause any other party that is acting under its authority to comply, in all material respects with all Environmental Law (including, but not limited to, obtaining any Material Licences or similar authorizations) relating to the Project.

(c) Use its reasonable commercial efforts not to cause or permit a Release of any Hazardous Substance at, on, under, or near, the Project except in compliance with Environmental Law.

(d) Provide the Lenders with an environmental site assessment/audit report of the Project, or an update of such assessment/audit report: (i) upon the written request of the Administrative Agent if in the Administrative Agent's or Lenders' reasonable opinion there is a concern about the Borrower's compliance (as it relates to the Project) or the Project's compliance with Environmental Law, all in scope, form and content satisfactory to the Lenders; (ii) if such assessment/audit report has been prepared at the request of or on behalf of any Governmental Authority; or (iii) if an Event of Default relating to an environmental matter has occurred, and the Administrative Agent has made a written request to the Borrower for such an assessment/audit report or update, within 30 days after such request, and all such assessments/audits reports or updates thereof shall be at the Borrower's expense and risk; an environmental site assessment/audit may include, for purposes of this Section, without limitation, any inspection, investigation, test, sampling, analysis, monitoring pertaining to air, land and water relating to the Project reasonably required under the circumstances giving rise to the request for the assessment/audit report.

(e) Not use the Project, or permit it to be used, to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances except in compliance with all Environmental Law.

(f) Maintain in all material respects all environmental and operating documents and records, including, without limitation, Material Licences and orders, relating to the Project in the manner and for the time periods required by Environmental Law.

(16) Security The Borrower will, and will cause the other Obligors to, provide the Administrative Agent with the Security required from time to time pursuant to Article 10 in accordance with the provisions of such Article, accompanied by supporting resolutions, certificates and opinions in form and substance satisfactory to the Administrative Agent, acting reasonably, and do all such further acts and execute and deliver all such documents and instruments as may from time to time be requested by the Administrative Agent, acting reasonably, to ensure that the Security constitutes at all times valid, enforceable, and perfected first priority Encumbrances against the Project Lands (subject only to Permitted Encumbrances).

(17) Adequate Books The Borrower shall maintain adequate books, accounts and records in accordance with GAAP consistently applied.

(18) Material Project Agreements, Leases

(a) The Borrower shall at all times be and remain in full compliance in all material respects with all of its covenants, agreements and obligations in and diligently enforce all its material rights under all Material Project Agreements and Leases.

(b) The Borrower shall advise the Administrative Agent in writing of all new Material Project Agreements (or any material amendments of existing Material Project Agreements) and Leases entered into forthwith following the entering into thereof and shall deliver forthwith a copy thereof to the Administrative Agent. The Borrower shall provide written notice to the Administrative Agent of any assignment of which it is aware made by a contracting party to a Material Project Agreement.

(19) Access The Borrower shall permit the Administrative Agent and the Lenders (through their agents, officers or employees), for the purposes of monitoring compliance with the covenants and obligations of the Borrower hereunder, at the Administrative Agent's and the Lenders' risk, to visit and inspect the Project Lands to conduct tests, measurements and surveys in relation to the Project, provided that such tests, measurements and surveys are conducted in accordance with prudent industry practice and Applicable Law, do not interfere with construction of the Project and/or are required as a result of the reasonable verifiable concerns of the Administrative Agent and/or the Lenders as to non-compliance with such covenant and obligation, and to be advised as to the same by the officers, engineers and advisers of the Borrower (or such other Persons as may be appropriate), all at such reasonable times and intervals as the Administrative Agent and the Lenders may reasonably require upon reasonable prior written notice and in the presence of the Borrower if it so desires. Such visits, inspections, measurements, reviews and tests etc. shall be at the cost of the Borrower, provided such expenses are reasonably incurred. Any such visit, inspection, examination, discussion or tests shall not be deemed to be supervision, charge, management, control or occupation by the Administrative Agent or the Lenders for purposes of any environmental or other liabilities. All such examinations, visits and inspections of the Lenders shall be coordinated through the Administrative Agent and the Borrower for logistics purposes in order to minimize the number of such examinations, visits and inspections.

(20) Independent Consultants The Borrower shall pay all reasonable fees, costs and expenses of the Independent Cost Consultant and Independent Insurance Consultant, who the Administrative Agent shall have the right to appoint to assist the Lenders, acting reasonably with (i) reviewing and approving the insurance policies maintained by the Borrower for the Project, the Project Budget, the Construction Schedule, the Plans and Specifications and the Material Project Agreements, (ii) projecting the Cost to Complete and determining the Costs in Place Margin and Cost to Complete Margin, (iii) advising the Lenders as to whether the Project has been constructed in accordance with prudent industry practice, Applicable Law, the Project Budget, the Plans and Specifications, the Material Project Agreements and the Material Licences, and (iv) performing such additional functions as the Lenders shall reasonably request.

(21) Remedy of Force Majeure The Borrower shall use its reasonable commercial efforts to remedy or cause to be remedied any event of Force Majeure or causes thereof; provided that notwithstanding the foregoing, no party shall be required to settle strikes of its employees or of employees of its contractors, sub-contractors and others on terms which it reasonably regards as unreasonable.

(22) Management and Control of Project The Borrower shall diligently and continuously proceed with and manage the Construction of, and operate, the Project in all material respects in accordance with: (i) prudent industry practice; (ii) the Material Project Agreements and Material Licences; (iii) the Project Budget; (iv) all warranties; (v) the Plans and Specifications; and (vi) the Construction Schedule. Subject to Force Majeure, it shall not abandon (for a single period of 30 days or more), and shall ensure that there is no abandonment of, the Project.

(23) *Construction Act* (Ontario) The Borrower shall comply with the provisions of the *Construction Act* (Ontario), including, without limitation, retaining the Holdbacks required thereby.

(24) *Condominium Act, etc.* The Borrower shall comply with the provisions of the Condominium Act, all building codes and approved plans, in each cash to the extent applicable to the Project.

(25) Tarion The Borrower shall remain in good standing with Tarion.

(26) HST Refunds The Borrower shall file on a monthly basis all returns and other documents necessary to obtain the refund of HST in respect of the Project and apply the amount of any such refund to payment of Project Costs.

(27) "As-Built" Survey - (Survey of Foundations) Not later than 120 days after the foundations are completed, the Borrower shall provide the Administrative Agent with a survey of the foundations of the buildings on the Project Lands, prepared and certified by a land surveyor qualified to practise in Ontario.

(28) "As-Built" Survey - (Survey of Permanent Structures) Within 120 days after Substantial Completion of the Project, the Borrower shall deliver to the Administrative Agent an "As-Built" survey of the Project, prepared and certified by a land surveyor qualified to practise in Ontario which will identify, *inter alia*, the location of all easements and rights of way affecting the Project.

(29) Borrower's Equity and Cost Overruns The Borrower shall maintain Project Equity in an amount of no less than the Minimum Project Equity and fund any Cost Overruns on a line by line basis (after allocation of contingencies and demonstrable savings) by an additional contribution of Project Equity. Without limiting the foregoing, if at any time a Letter of Credit issued under the LC Facility is drawn upon and such amount, or any portion thereof, does not form part of the Project Budget at the time of such draw, then the Borrower shall contribute additional Project Equity in an amount equal to such drawn amount or portion, as the case may be.

(30) Qualified Residential Presales The Borrower shall at all times maintain Qualified Residential Presales in an amount no less than $96,444,000 (including revenue from the sale of parking and lockers, and excluding charges for unit upgrades, alterations and recoveries of development charges).

(31) Single Purpose Entity The Borrower shall remain a Single Purpose Entity.

(32) Signage Upon the request of the Administrative Agent, the Borrower shall cause any sign to be provided by the Administrative Agent erected in respect of the Project to contain an acknowledgement of the financing provided by the Lenders, the size and format of such acknowledgement to be similar to that of other major providers of services in respect of the

Project. Such sign may be removed by the Borrower upon achievement of Substantial Completion.

(33) Project Operating Accounts The Borrower shall establish, maintain and operate separate accounts with the Administrative Agent for the Project and all funds (including Net Sales Proceeds and Interim Revenue) received relating to the Project shall be deposited to and all disbursements for accounts payable and otherwise shall be paid from such accounts.

(34) Acknowledgement of Assignment of Consultant Contracts and Construction Contracts The Borrower shall use its commercially reasonable efforts to cause each counterparty to the Architect Contract, the Engineering Contracts, the Mechanical and Electrical Contract, the Thermal Energy Purchase Agreement, and each Construction Contract (in the case of a Construction Contract, only where the contracted aggregate payments thereunder are in excess of $1,000,000) to execute and deliver an acknowledgement (in the form provided by the Administrative Agent or such other form as may be acceptable to the Administrative Agent) of the assignment thereof in favour of the Administrative Agent.

(35) Title The Borrower shall warrant and defend its title to the Project Lands and every part thereof against the claims of all persons other than Permitted Encumbrances and do, observe and perform all of its obligations and all things necessary or expedient to be done, observed or performed by virtue of any Applicable Law for the purpose of creating, maintaining and keeping maintained the Security constituted by the Loan Documents as valid and effective security with the priority required hereunder.

(36) Condominium Sales Agreements The Borrower shall provide copies of all Condominium Sales Agreements entered into by the Borrower to the Administrative Agent.

(37) Permitted Subordinate Debt The Borrower shall ensure at all times that the maturity date of all loan documents related to the Permitted Subordinate Debt, and including, without limitation, the Permitted Subordinate Security shall be no earlier than the date that is six (6) months following the Maturity Date hereunder (and as such Maturity Date may be extended or amended from time to time).

9.02 **Reporting Requirements**

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Lenders, the Borrower will deliver or cause to be delivered to the Administrative Agent:

(1) Annual Financials As soon as available and in any event within 180 days after the end of each Fiscal Year of the applicable Person, the annual financial statements of the Borrower, including, in each case, balance sheet, statement of income and retained earnings, statement of changes in financial position and source and application of funds for such Fiscal Year, which will be prepared in accordance with GAAP, and a personal net worth statement for the Guarantor.

(2) Compliance Certificate A Compliance Certificate concurrently with the delivery of the financial statements referred to in Section 9.02(1).

(3) Monthly Reports - Within 25 days of the end of each calendar month, a Project status report detailing or including (i) Hard Costs incurred to date on work in place, Soft Costs incurred to date and an estimate of the Cost to Complete, (ii) a listing of aged accounts payable

and outstanding cheques relating to Project Costs and details of Holdbacks, (iii) the details of any change to the Project Budget, and within 20 days of the end of each calendar month, (iv) an up-to-date Project sales summary report showing all Condominium Sales Agreements (including the details of Unit numbers, Unit type, purchaser's name, selling price, deposits paid and payable and the dates relating to same, anticipated possession dates, firm or conditional status, residency status of the purchaser, year to date sales figures). Hard Costs and estimated Hard Costs to complete are to be certified by the Independent Cost Consultant and approved by the Lenders, acting reasonably. The Borrower will certify Soft Costs to the Lenders' satisfaction, acting reasonably.

(4) Taxes Upon the request of the Administrative Agent, evidence that the Borrower has paid to date the Taxes in respect of the Project.

(5) Insurance Reporting Concurrently with the renewal or placement of any insurance required to be maintained by Section 9.01(8) or 9.01(10), certificates of insurance relating to such insurance.

(6) Anti-Money Laundering Upon request, such information as may be necessary or advisable in order to satisfy the Lenders' anti-money laundering and know your client responsibilities.

(7) Other Information Such other information, including financial and operating statements and reports, as the Administrative Agent may reasonably request respecting the Obligors or the Project.

9.03 **Negative Covenants**

So long as this Agreement is in force, the Borrower covenants as follows:

(1) No Sale of Project Other than: (a) sales made pursuant to the terms of Condominium Sales Agreements, (b) Leases entered into accordance with this Agreement, or (c) Dispositions pursuant to Section 10.04, the Borrower and/or the Borrower GP will not Dispose of the Project or any part thereof or interest therein without the consent of the Lenders, and the Borrower agrees to promptly provide the Lenders with an opportunity to review any purchase and sale agreement related to the Project Lands.

(2) No Transfer of Interest in Borrower The Borrower will not Permit any Disposition of any interest in the Borrower.

(3) No Consolidation, Amalgamation, etc. The Borrower will not consolidate, amalgamate or merge with any other Person, enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate structure, liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution without the consent of the Lenders, such consent not to be unreasonably withheld or delayed.

(4) No Change of Name Neither the Borrower nor the Borrower GP will change its name without providing the Administrative Agent with 25 days' prior written notice thereof.

(5) No Debt The Borrower shall not create, incur, assume or permit any Debt to remain outstanding other than as set out in paragraph (ii) of the definition of "Single Purpose Entity" in Section 1.01 without the prior written consent of the Required Lenders.

(6) No Amendment of Westmount Mortgage or Permitted Subordinate Debt The Borrower shall not amend any of the Westmount Agreements or the loan documentation in respect of the Permitted Subordinate Debt without the prior written consent of the Required Lenders, which consent will not be unreasonably withheld or delayed.

(7) No Payment of Permitted Subordinate Debt The Borrower shall not make any payment of principal, interest or fees to the Permitted Subordinate Lenders or otherwise on account of the Permitted Subordinate Debt. Notwithstanding the foregoing, so long as no Default or Event of Default has occurred and is continuing, the Borrower shall be permitted to make payments of interest and fees on account of the Permitted Subordinate Debt in accordance with the Project Budget.

(8) No Financial Assistance The Borrower shall not give any Financial Assistance.

(9) No Distributions The Borrower shall not make any Distributions other than a Distribution for the purpose of repaying to any Person the amount of equity that it contributed to the Borrower to enable the Borrower to increase Project Equity and which Project Equity is returned to the Borrower pursuant to the terms hereof.

(10) No Encumbrances The Borrower shall not create, incur, assume or permit to exist any Encumbrance upon the Project Lands except Permitted Encumbrances.

(11) No Change to Year End The Borrower shall not make any change to its Fiscal Year end.

(12) No Continuance The Borrower shall not continue into any other jurisdiction.

(13) Amendments to Organizational Documents The Borrower shall not amend any of its Organizational Documents in a manner that would be prejudicial to the interests of the Administrative Agent and/or the Lenders under the Loan Documents.

(14) Amendments to Material Project Agreements The Borrower shall not amend, vary or alter, consent to any assignment or transfer of, or waive or surrender any of its material rights or material entitlements under, any Material Project Agreement, in each case if same could reasonably be expected to cause a Material Adverse Change.

(15) Amendment of Project Budget Subject to changes not exceeding the limits set out in Section 9.03(17), the Borrower shall not revise the Project Budget without the review of the Independent Cost Consultant, and subject to the consent of the Lenders, acting reasonably, for any single change that results in Project Costs changing in excess of $10,000,000, or if the aggregate changes exceed $2,000,000. Upon any revision of the Project Budget, the Borrower will forthwith provide a copy to the Administrative Agent.

(16) Amendment of Plans and Specifications The Borrower shall not revise the Plans and Specifications in any material respect without the consent of the Lenders. Upon any revision of the Plans and Specifications, the Borrower will forthwith provide a copy to the Administrative Agent.

(17) No Change Orders Without the prior written consent of the Lenders, the Borrower shall not approve any change order related to the Project in excess of $500,000, or when combined with all previous change orders exceeds $2,000,000 in the aggregate, unless such

change order does not involve a change to the overall Budgeted Project Costs, the Contingency Amount continues to be adequate to complete the Project, and the overall quality of the Project is not negatively impacted by the changes, all as determined by the Independent Cost Consultant or the Administrative Agent in its sole discretion.

(18) Amendment of Construction Schedule The Borrower shall not revise the Construction Schedule to permit completion of Construction later than that contemplated in the then current Construction Schedule, except with the consent of the Lenders and provided, if required, the Borrower can demonstrate that it has contributed additional Project Equity sufficient to cover any increased Budgeted Project Costs arising in connection therewith. Upon revision of the Construction Schedule, the Borrower will forthwith provide a copy to the Administrative Agent.

(19) Unit Sales The Borrower shall not sell a Unit for less than 90% of such Unit's Proforma Sale Price without the consent of the Lenders and the Permitted Subordinate Lender.

(20) Vendor Take Back Mortgages The Borrower shall not, without the approval of the Lenders in writing, enter into any Condominium Sales Agreement which contains a provision allowing for partial or full payment of the purchase price payable thereunder by way of a vendor take back mortgage or other Debt instrument in favour of the Borrower (the intent being that all net proceeds of the sale of Units shall be in the form of cash).

(21) Assignment of Condominium Sales Agreements The Borrower will not consent to any assignment by a purchaser under a Condominium Sales Agreement unless the Borrower retains the Purchaser Deposits paid thereunder or a replacement Purchaser's Deposit in at least the same amount has been received.

(22) Letters of Credit The Borrower will not obtain letters of credit required for the Project other than Letters of Credit issued by the LC Lender under the LC Facility.

(23) Leasing The Borrower will not enter into any Leases or renew, amend, terminate, forfeit or cancel any Leases unless such Leases, amendments, renewals, terminations, forfeitures or cancellations reflect in all material respects good business practice and such material terms as a prudent owner of a similar property would accept having regard to all relevant factors and the leasing practice in the market at the relevant time.

(24) Concerning Leases Generally The Borrower will not accept or require payment of rent or other moneys payable by a tenant under any Lease that would result in more than one month of such rent or other moneys being prepaid under such Lease other than:

(a) prepaid rent or deposits on account of rent which represents the portion of the cost of construction of the relevant demised premises which exceeds the portion of such cost which was used as the basis for determining the basic rental otherwise payable under such Lease; or

(b) amounts representing a bona fide precalculation of any amount that is required to be paid under such Lease in addition to basic rental, including amounts payable with respect to taxes and maintenance of the Project and overage and percentage rentals; or

(c) lease surrender payments and security deposits made by the tenant under such Lease.

(25) Residency Neither the Borrower nor the Borrower GP will become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

(26) Accounting Policies The Borrower shall not change its accounting policies or reporting practices without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld.

ARTICLE 10 - SECURITY

10.01 **Security**

As general and continuing security for the payment and performance of the Obligations, the security described below will be granted to the Administrative Agent on behalf of the Lenders:

(a) the Debenture (and any Replacement Charge granted to the Administrative Agent pursuant to Section 10.05);

(b) the Assignment of Material Project Agreements;

(c) the Share Pledge, together with physical delivery to the Administrative Agent of the share certificate(s) representing the shares of the Borrower pledged thereby, such certificate(s) to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Administrative Agent;

(d) a limited recourse guarantee from the shareholders of the Borrower in respect of the Share Pledge, which shall include an assignment and postponement of claims relating to any claims against the Borrower. The recourse of the Administrative Agent to such shareholders under the limited recourse guarantee will be limited to enforcing its rights and remedies against the shareholders under the Share Pledge;

(e) assignment and postponement of Claims (if any) from all shareholders of the Borrower;

(f) the Environmental Indemnity;

(g) the Assignment of Condominium Sales Agreements and Deposits;

(h) the Guarantee

(i) the Cost Overrun and Completion Guarantee;

(j) the Westmount Subordination Agreement;

(k) the Permitted Subordinate Debt Subordination Agreement;

(l) cash collateral agreement pledging all amounts deposited with the Administrative Agent; and

(m) such other security as the Lenders require, which is contemplated by this Agreement or which security more fully gives effect to the security contemplated by this Agreement.

10.02 **After Acquired Property and Further Assurances**

The Borrower will from time to time execute and deliver all such further deeds or other instruments of conveyance, assignment, transfer, mortgage, pledge or charge in connection with all Property related to the Project acquired by the Borrower after the date hereof, or as may be required by the Administrative Agent and the Lenders, acting reasonably to properly perfect the security interest of the Administrative Agent and the Lenders, or any of them, in any Property related to the Project.

10.03 **Form of Security**

The Security will be in form satisfactory to the Lenders, acting reasonably.

10.04 **Unit Discharge Program**

(1) Provided no Default or Event of Default has occurred and is continuing, the Borrower shall be entitled to a partial discharge of the Security as it relates to the applicable Units (and the corresponding parking, locker, communication units, sign units and common areas of the Project), upon payment to the Administrative Agent, for application in accordance with subsection (3), of the following amounts:

(a) where a Unit is sold pursuant to the terms of a Condominium Sales Agreement that qualifies as a Qualified Residential Presale, the Net Sale Proceeds; and

(b) where a Unit is sold pursuant to the terms of a Condominium Sales Agreement that does not qualify as a Qualified Residential Presale, the greater of: (x) the Net Sale Proceeds; and (y) 95% of the Proforma Sale Price applicable to such Unit, net of the Purchaser Deposits allocable to such Unit and the closing costs and applicable sales Taxes in connection with the sale.

(2) Provided no Default or Event of Default has occurred and is continuing, the Borrower shall be entitled to a partial discharge of the Security as it relates to the Retail Component (or portion thereof), upon payment to the Administrative Agent, for application in accordance with subsection (3), of the following amounts:

(a) the Net Retail Component Sale Proceeds from the sale of the Retail Component (or portion thereof) on terms approved in writing by the Required Lenders; or

(b) if the Borrower obtains term financing for the Retail Component from an Arm's Length lender and on terms approved in writing by the Lenders, the net proceeds of such financing.

(3) Any payments received by the Administrative Agent pursuant to Subsection (1) and (2) above shall be applied, first, towards repayment of any Loans outstanding under the Credit Facilities and second, towards any other Obligations payable hereunder. All such amounts repaid in respect of Loans shall result in a permanent reduction of the applicable Credit Facilities.

(4) The Administrative Agent shall execute such releases of the Security in respect of any Unit or other component in respect of which a partial discharge is sought pursuant to Subsection (1) or (2) above in form and substance as the Borrower may reasonably require and shall deliver same to the Obligors' Counsel in escrow for delivery or release upon delivery to the Administrative Agent of the amount described in Subsection (1) or (2) above, as applicable.

10.05 **Condominium Documents/Replacement Charge**

Provided that no Default or Event of Default has occurred and is continuing, the Administrative Agent agrees, from time to time upon the request of and at the expense of the Borrower, to execute and deliver a consent to the Borrower registering the Declaration pursuant to the Condominium Act, provided that all Condominium Documentation is provided to and found in all respects satisfactory to the Required Lenders and provided further that, upon the request of the Administrative Agent, acting reasonably, the Borrower shall deliver to the Administrative Agent a further charge of the Project (in substantially the same form as the Debenture) with respect to all Units and the pro-rata share of common elements (the "**Replacement Charge**"), which charge shall be registered after the date of registration of the Declaration on title to the Project.

ARTICLE 11 - DEFAULT

11.01 **Events of Default**

The occurrence of any one or more of the following events (each such event being referred to as an **"Event of Default"**) will constitute a default under this Agreement:

(a) if the Borrower fails to pay any amount of principal of any Loan when due;

(b) if the Borrower fails to pay any interest, fees or other Obligations (other than any principal amount) when due and such default continues for three Business Days;

(c) if the Borrower breaches its covenant in Section 9.03(1);

(d) if any Obligor neglects to observe or perform any covenant or obligation contained in this Agreement or any other Loan Document on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 11.01 or such Loan Document) and such Obligor fails to remedy such default within 30 days from the earlier of (i) the date such Obligor becomes aware of such default, and (ii) the date the Administrative Agent delivers written notice of the default to such Obligor;

(e) if any information, representation or warranty given or made by any Obligor in this Agreement, any Loan Document or in any certificate or other document at any time delivered hereunder to the Administrative Agent or the Lenders proves to have been incorrect or misleading in any material respect on and as of the date that it was made or was deemed to have been made;

(f) if any Obligor ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its Debts generally;

(g) if any Obligor denies, to any material extent, its obligations under any Loan Document or claims any of the Loan Documents to be invalid or withdrawn in whole or in part;

(h) if any of the Loan Documents or any material provision of any of them becomes unlawful or is changed by virtue of legislation or by a Governmental Authority, if any Obligor does not, within 15 Business Days of receipt of notice of such Loan Document or material provision becoming unlawful or being changed, replace such Loan Document with a new agreement that is in form and substance satisfactory to the Administrative Agent acting reasonably, or amend such Loan Document to the satisfaction of the Administrative Agent acting reasonably;

(i) if a decree or order of a court of competent jurisdiction is entered adjudging an Obligor a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of an Obligor under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *United States Bankruptcy Code* or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any substantial part of the assets of an Obligor or ordering the winding-up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 30 days;

(j) if any Obligor becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code*, the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;

(k) if an Encumbrancer takes possession, by appointment of a receiver, receiver and manager or otherwise, of: (i) all or any part of the Project Lands, or (ii) all or any material part of the remainder of the Project;

(l) if proceedings are commenced for the dissolution, liquidation or voluntary winding-up of any Obligor, or for the suspension of the operations of any Obligor unless such proceedings are being actively and diligently contested in good faith;

(m) if a final judgment or decree for the payment of money due has been obtained or entered against an Obligor in an amount, when combined with any other such judgment or decrees, is in an amount in excess of Cdn. $100,000, and such judgment or decree has not been and remained vacated, discharged or stayed pending appeal within the applicable appeal period or the applicable Obligor has not demonstrated to the satisfaction of the Required Lenders that it has the

financial ability to satisfy such judgement or decree without adversely affecting in any material way, such Obligor's ability to perform its obligations under the Loan Documents;

(n) if an event of default as defined in: (i) any indenture or instrument evidencing, or under which, any Debt of the Borrower or Borrower GP is outstanding shall happen and be continuing and uncured within the time allowed for curing such default; (ii) any indenture or instrument evidencing, or under which, any Debt of the Guarantor to the Lenders, or any one of them, is outstanding shall happen and be continuing and uncured within the time allowed for curing such default; or (iii) any indenture or instrument evidencing, or under which, any Debt of the Guarantor to any other lender in any amount of CAD $1,000,000 or more is outstanding shall happen and be continuing and uncured within the time allowed for curing such default;

(o) if an event of default occurs under the Westmount Mortgage which is not waived by Westmount or cured within any cure period afforded therefor or in respect of which Westmount is required to stand still pursuant to the terms of the Westmount Subordination Agreement;

(p) if any Security ceases to constitute a valid and perfected first priority security interest (subject only to Permitted Encumbrances) and, provided the Administrative Agent is satisfied that its position and the position of the Lenders will not be prejudiced, the applicable Obligor has failed to remedy such default within 10 Business Days of becoming aware of such fact;

(q) if an event of default occurs under the Organizational Documents of the Borrower or any Material Project Agreement resulting in, or is likely to result in, a Material Adverse Change;

(r) if, except as permitted under Section 9.03(3), there is any reorganization of any Obligor or any consolidation, merger or amalgamation of any Obligor with any other company or companies, the effect of which would likely be a Material Adverse Change, or if a change of Control of an Obligor occurs;

(s) if Construction ceases for a single period of 30 days or more, except for a period not exceeding two months which results due to Force Majeure, or if the Borrower fails to obtain any approval of a Governmental Authority required to complete the Project or any such approval is withdrawn;

(t) if any Cost Overrun is not paid within 10 Business Days of written notice by the Administrative Agent to the Borrower of such Cost Overrun;

(u) if the Borrower fails to remain a Single Purpose Entity; or

(v) if a Material Adverse Change has occurred.

11.02 **Acceleration and Enforcement**

(1) If any Event of Default occurs:

(a) the Lenders will have no further obligation to make Loans or issue Letters of Credit hereunder, and the outstanding principal amount or face amount, as the case may be, of all Loans, Letters of Credit and all other Obligations will, upon written notice from the Administrative Agent to the Borrower based on the request of the Required Lenders, become immediately due and payable with interest thereon, at the rate or rates determined as herein provided, to the date of actual payment thereof; provided, if any Event of Default described in Section 11.01(i) or (j) with respect to any Obligor occurs and is continuing, the Commitments (if not theretofore terminated) will automatically terminate and the outstanding principal amount or face amount, as the case may be, of all Loans, Letters of Credit and all other Obligations will automatically be and become immediately due and payable; and

(b) the Lenders, or the Administrative Agent on their behalf, may, in their discretion, exercise any right or recourse and proceed by any action, suit, remedy or proceeding against any Obligor permitted by law for the recovery of all the Obligations to the Lenders and, whether or not the Lenders or the Administrative Agent have exercised any of their respective rights under the foregoing clause (a), proceed to exercise any and all rights hereunder and, subject to Section 11.02(3), under the Security.

(2) The Administrative Agent and Lenders are not under any obligation to the Obligors or any other Person to realize upon any collateral or enforce the Security or any part thereof or to allow any of the collateral to be dealt with or Disposed of. Neither the Administrative Agent nor the Lenders are responsible or liable to the Obligors or any other Person for any loss or damage arising from such realization or enforcement or the failure to do so or for any act or omission on their respective parts or on the part of any director, officer, employee, agent or adviser of any of them in connection with any of the foregoing.

(3) Each of the Lenders acknowledges that the Administrative Agent holds the Security to secure all of the Obligations and, upon the occurrence of an Event of Default, the Administrative Agent will act on the written instructions of the Required Lenders as provided in this Agreement and will distribute the net sale proceeds of realization of the Security to the Lenders in accordance with their Applicable Percentage of the Obligations and in accordance with Section 11.07.

11.03 **Payment of Letters of Credit**

If the Borrower does not pay to the LC Lender the face amount of any unexpired Letter of Credit required to be paid pursuant to Section 11.02, the LC Lender may make a Prime Rate Loan to the Borrower equal to the face amount of all unexpired Letters of Credit. The proceeds of such Loan will be held by the LC Lender in a non-interest bearing cash collateral account for the benefit of the Borrower and will be applied in payment of such Letters of Credit if payment is required thereunder or otherwise as the LC Lender may require. The Borrower will execute and deliver as security for such Loan all such security as the LC Lender may deem necessary or advisable including an assignment of the credit balance in respect of such cash collateral account.

11.04 **Remedies Cumulative**

For greater certainty, it is expressly understood that the respective rights and remedies of the Lenders and the Administrative Agent hereunder or under any other Loan Document or instrument executed pursuant to this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lenders or by the Administrative Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any other Loan Document will not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which any one or more of the Lenders and the Administrative Agent may be lawfully entitled in connection with such default or breach.

11.05 **Perform Obligations**

If an Event of Default has occurred and is continuing and if any Obligor has failed to perform any of its covenants or agreements in the Loan Documents, the Required Lenders, may, but will be under no obligation to, instruct the Administrative Agent on behalf of the Lenders to perform any such covenants or agreements in any manner deemed fit by the Required Lenders without thereby waiving any rights to enforce the Loan Documents. The reasonable expenses (including any reasonable legal costs) paid by the Administrative Agent in respect of the foregoing will be an Obligation and will be secured by the Security.

11.06 **Third Parties**

It is not necessary for any Person dealing with the Lenders, the Administrative Agent or any other agent of the Lenders to inquire whether the Security has become enforceable, or whether the powers that the Lenders or the Administrative Agent are purporting to exercise may be exercised, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale is to be made, or otherwise as to the propriety or regularity of any Disposition or any other dealing with the collateral charged by such Security or any part thereof.

11.07 **Application of Payments**

From and after the occurrence of an Event of Default which is continuing, all payments made by the Obligors hereunder or received from proceeds of realization of any Security will be applied to amounts due under the Obligations, all as determined by the Administrative Agent and based on Applicable Percentage of Obligations, and for greater clarity Obligations owing under the LC Facility shall rank *pari passu* with Obligations owing under the Construction Facility.

ARTICLE 12 - THE ADMINISTRATIVE AGENT AND THE LENDERS

12.01 **Payments by the Borrower**

(1) All payments made by or on behalf of the Borrower pursuant to this Agreement will be made to and received by the Administrative Agent on behalf of the Lenders and will be distributed by the Administrative Agent to the Lenders as soon as possible upon receipt by the Administrative Agent. No interest shall be payable by the Borrower on any amounts paid to the Administrative Agent from and after the date of such payment provided that such payment is

received by the Administrative Agent no later than 1:00 p.m. (Toronto time) on a Business Day and if received later than 1:00 pm, from and after the next Business Day. Subject to Sections 6.01, 6.02, and 12.02, the Administrative Agent will distribute to the Lenders in accordance with each Lender's Applicable Percentage:

(a) costs and expenses;

(b) payments of interest, Letter of Credit fees and commitment fees;

(c) repayments of principal;

(d) prepayments of principal;

(e) amounts received by the exercise of any right of set-off, consolidation of accounts, or by counterclaim or cross-action; and

(f) all other payments received by the Administrative Agent.

(2) Notwithstanding the foregoing, any such distribution that would otherwise be made pursuant to Section 12.01(1)(c) or (d) on account of any outstanding Letters of Credit will be set aside in a separate collateral account for the primary benefit of the LC Lenders (and for the secondary benefit of the Lenders in respect of other Obligations) until and to the extent that such Obligations become matured and not contingent, at which time such distributions will be made to the Lenders for whose primary benefit such amounts are held, at which time such application will be made in accordance with Section 12.01(1)(c) or (d).

(3) Subject to Section 12.02, if the Administrative Agent does not distribute a Lender's Applicable Percentage of a payment made by the Borrower to or for the benefit of a Lender for value on the day that payment is made to the Administrative Agent, provided that such payment is received by the Administrative Agent no later than 3:00 p.m. (Toronto time) on such day, the Administrative Agent will pay to such Lender on demand an amount equal to the product of (a) the Interbank Reference Rate *per annum* and (b) the amount received by the Administrative Agent from the Borrower and not so distributed to such Lender, with the result thereof multiplied by (c) a fraction, the numerator of which is the number of days that have elapsed from and including the date of receipt of the payment by the Administrative Agent to but excluding the date on which the payment is made by the Administrative Agent to such Lender, and the denominator of which is 365 or 366, as the case may be.

12.02 **Payments by Administrative Agent**

For greater certainty, the following provisions will apply to all payments made by the Administrative Agent to the Lenders hereunder:

(a) the Administrative Agent will be under no obligation to make any payment (whether in respect of principal, interest, fees or otherwise) to any Lender until an amount in respect of such payment has been deposited into the Administrative Agent's designated bank account from the Borrower;

(b) if the Administrative Agent receives less than the full amount of any payment of principal, interest, fees or other amount owing by the Borrower under this Agreement, then the Administrative Agent will have no obligation to remit to each

Lender any amount other than such Lender's Applicable Percentage of the amount actually received by the Administrative Agent;

(c) if any Lender advances more or less than its Applicable Percentage of the Loan, such Lender's entitlement to such payment will be increased or reduced, as the case may be, in proportion to the amount actually advanced by such Lender;

(d) the Administrative Agent acting reasonably and in good faith will, after consultation with the Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled and such determination will, in the absence of manifest error, be binding and conclusive;

(e) upon written request, the Administrative Agent will deliver a statement detailing any of the payments to the Lenders referred to herein; and

(f) all payments by the Administrative Agent to a Lender hereunder will be made to such Lender at its address set forth on the signature pages on this Agreement or on the applicable Assignment and Assumption unless notice to the contrary is received by the Administrative Agent from such Lender.

12.03 **Administration of the Credits**

(1) Unless otherwise specified herein, the Administrative Agent will perform the following duties under this Agreement:

(a) prior to an advance to the Borrower hereunder, ensure that all conditions precedent have been fulfilled in accordance with the terms of this Agreement;

(b) take delivery of each Lender's Applicable Percentage of a Loan and make all Loans hereunder in accordance with the provisions set forth herein;

(c) use reasonable efforts to collect promptly all sums due and payable by the Obligors pursuant to this Agreement;

(d) make all payments to the Lenders in accordance with the provisions hereof;

(e) hold all legal documents relating to the Credit Facilities, maintain complete and accurate records showing all Loans made by the Lenders, all remittances and payments made by the Obligors to the Administrative Agent, all remittances and payments made by the Administrative Agent to the Lenders and all fees or any other sums received by the Administrative Agent and allow each Lender and their respective advisors to examine such accounts, records and documents at their own expense, and provide any Lender, upon reasonable notice, with such copies thereof as such Lender may reasonably require from time to time at its expense;

(f) except as otherwise specifically provided for in this Agreement, promptly advise each Lender upon receipt of each notice and deliver to each Lender, promptly upon receipt, all other written communications furnished by the Obligors to the Administrative Agent pursuant to this Agreement, including copies of financial reports and certificates which are to be furnished to the Administrative Agent;

(g) forward to each of the Lenders, one copy each of this Agreement and other Loan Documents;

(h) promptly forward to each Lender, upon request, an up-to-date loan status report and any other information respecting the Obligors reasonably requested by such Lender; and

(i) upon learning of same, promptly advise each Lender in writing of the occurrence of a Default or the occurrence of any event, condition or circumstance which would result in a Material Adverse Change to any Obligor or of any material adverse information relative to any Obligor or of the occurrence of any change which would result in a Material Adverse Change.

(2) The Administrative Agent may take the following actions only with the prior consent of the Required Lenders, unless otherwise specified in this Agreement:

(a) subject to Section 12.03(3), exercise any and all rights of approval conferred upon the Lenders by this Agreement;

(b) amend, modify or waive any of the terms of this Agreement (including waiver of a Default or an Event of Default) if such amendment, modification or waiver would not have a material adverse effect on the rights of the Lenders thereunder and if such action is not otherwise provided for in Section 12.03(3);

(c) engage professionals, experts and agents as permitted by Section 12.04(1); and

(d) declare an Event of Default, take action to enforce performance of the Obligations and realize on collateral subject to the Security and pursue any other legal remedy necessary or advisable to protect the interests of the Lenders hereunder.

(3) The Administrative Agent may take the following actions only with the prior unanimous consent of the Lenders, unless otherwise specified herein:

(a) amend, modify, discharge, terminate or waive any of the terms of this Agreement if such amendment, modification, discharge, termination or waiver would increase the amount of the Credit Facilities, reduce the interest rate applicable to either of the Credit Facilities, reduce the fees payable with respect to the Credit Facilities, extend any date fixed for payment of principal or interest relating to the Credit Facilities;

(b) amend, modify, discharge, terminate or waive any terms of the Security otherwise than pursuant to the terms hereof or thereof;

(c) amend this Section 12.03(3);

(d) amend any provision of Article 6;

(e) amend Section 9.01(1) or 9.03(1) or 9.03(3);

(f) amend Section 11.07 or Section 12.01;

(g) amend any provision of Schedule A;

(h) amend the definition of "Required Lenders";

(i) permit the payment of a Cost Overrun other than by way of additional equity from the Obligors;

(j) amend the definition of "Minimum Project Equity"; or

(k) amend the definition of "Qualified Residential Presale" or "Qualified Retail Presale".

(4) Notwithstanding anything to the contrary contained in this Agreement or the Loan Documents, as between the Obligors, on the one hand, and the Administrative Agent and the Lenders, on the other hand:

(a) all statements, certificates, consents and other documents which the Administrative Agent purports to deliver on behalf of the Lenders or the Required Lenders will be binding on each of the Lenders, and the Obligors will not be required to ascertain or confirm the authority of the Administrative Agent in delivering such documents;

(b) all certificates, statements, notices and other documents which are delivered by the Obligors to the Administrative Agent in accordance with this Agreement will be deemed to have been delivered to each of the Lenders; and

(c) all payments which are made by the Obligors to the Administrative Agent in accordance with this Agreement will be deemed to have been duly made to each of the Lenders.

(5) The Administrative Agent's duties under this Agreement and the other Loan Documents are solely mechanical and administrative in nature.

12.04 **Rights of Administrative Agent**

(1) In administering the Credit Facilities, the Administrative Agent may retain, at the expense of the Lenders if such expenses are not recoverable from the Obligors, such counsel, auditors and other experts as the Administrative Agent may select, in its sole discretion, acting reasonably, and is entitled to rely upon the advice of such counsel, auditors and other experts in the performance of its duties hereunder.

(2) Except in its own right as a Lender, the Administrative Agent will not be required to advance its own funds for any purpose hereunder.

12.05 **Representations, Acknowledgements and Covenants of Lenders**

(1) Each Lender represents and warrants to the Borrower and the Administrative Agent that it has the legal capacity, power and authority to enter into this Agreement and has not contravened its constating documents or any Applicable Law by so doing.

(2) Each of the Lenders acknowledges that in the event that the Administrative Agent does not receive payment in accordance with this Agreement, it will not be the obligation of the Administrative Agent to maintain the Credit Facilities in good standing nor will any Lender have recourse to the Administrative Agent in respect of any amounts owing to such Lender under this Agreement.

(3) Each Lender acknowledges that its obligation to advance its Applicable Percentage of Loans and to participate in any Letter of Credit in accordance with the terms of this Agreement is independent and in no way related to the obligation of any other Lender hereunder.

(4) Each Lender agrees that it will notify the Administrative Agent of any Default or Event of Default of which it becomes aware.

(5) Each Lender hereby acknowledges receipt of a copy of this Agreement and the Loan Documents and acknowledges that it is satisfied with the form and content of such documents.

(6) Each Lender will respond promptly to each request by the Administrative Agent for the consent of such Lender required hereunder.

(7) Each Lender acknowledges that the Administrative Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another party.

12.06 **Provisions Operative Between Lenders and Administrative Agent Only**

Except for the provisions of Sections 12.03(2), (3) and (4), Sections 12.05(1), (3) and (6), item (3) of Section 12.08, the first sentence of Section 12.01(1), Section 12.11 (Anti-Money Laundering) and Section 12.13 (Reliance on Administrative Agent), the provisions of this Article 12 relating to the rights and obligations of the Lenders and the Administrative Agent inter se will be operative as between the Lenders and the Administrative Agent only, and the Obligors will not have any rights or obligations under or be entitled to rely for any purpose upon such provisions.

12.07 **Maintenance of Security**

(1) The Security shall be granted in favour of and held by the Administrative Agent for and on behalf of the Lenders in accordance with the provisions of this Agreement. The Administrative Agent shall, in accordance with its usual practices in effect from time to time, take all steps required to perfect and maintain the Security, including: filing renewals and change notices in respect of such Security; and ensuring that the name of the Administrative Agent is noted on all property insurance policies covering the Project to the extent required herein. If the Administrative Agent becomes aware of any matter concerning the Security which it considers to be material, it shall promptly inform the Lenders. The Administrative Agent shall comply with all instructions provided by the Lenders in connection with the enforcement or release of the Security which it holds. The Administrative Agent agrees to permit each Lender to review and make photocopies of the original documents comprising the Security from time to time upon reasonable notice.

(2) If the Borrower has provided security in favour of any Lender directly, except for Purchase-Money Security Interests (as that term is defined in the *Personal Property Security Act* (Ontario)), such Lender agrees to pay to the Agent all amounts received by it in connection with

the enforcement of such security, and all such amounts shall be deemed to constitute proceeds of realization under the Security ("**Proceeds of Realization**") and shall be dealt with as provided in Section 12.08.

12.08 **Application of Proceeds of Realization**

Notwithstanding any other provision of this Agreement, Proceeds of Realization or any portion thereof shall be distributed in the following order: (1) firstly, in payment of all costs and expenses incurred by the Administrative Agent and the Lenders in connection with such realization, including legal, accounting and receivers' fees and disbursements; (2) secondly, against the outstanding Obligations, each Lender being entitled to receive its pro rata share thereof; and (3) thirdly, if all Obligations have been paid and satisfied in full, then, subject to Applicable Law, any surplus Proceeds of Realization shall be paid to the Borrower.

12.09 **No Partnership**

The obligations of each Lender under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders of any of their respective obligations hereunder. Neither the Administrative Agent nor any Lender shall be responsible for the obligations, acts or omissions of any other Lender hereunder. Neither the entering into of this Agreement nor the completion of any transactions contemplated herein shall constitute the Lenders a partnership. Each Lender may lend money to and have business dealings with the Borrower and their Affiliates outside the scope of this Agreement, provided that any such security held by such Lender in respect of the assets of the Borrower shall be held by such Lender in trust for the Administrative Agent and any proceeds from the realization of such security shall constitute Proceeds of Realization as provided herein.

12.10 **Sharing of Information**

The Administrative Agent and the Lenders may share among themselves any information they may have from time to time concerning the Obligors whether or not such information is confidential; but shall have no obligation to do so (except for any obligations of the Administrative Agent to provide information to the extent required in this Agreement).

12.11 **Anti-Money Laundering**

The Administrative Agent may take and instruct any delegate to take any action which in its sole discretion considers appropriate so as to comply with any Applicable Law, regulation, request of a public or regulatory authority or any policy of the Administrative Agent which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on an Obligor's accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of such accounts. In certain circumstances, such action may delay or prevent the processing of the Obligor's instructions, the settlement of transactions over the Obligor's accounts or the Administrative Agent's performance of its obligations under this Agreement. Where possible, the Administrative Agent will endeavour to notify the applicable Obligor of the existence of such circumstances. Neither the Administrative Agent nor any delegate will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Administrative Agent or any delegate pursuant to this Section.

12.12 **Defaulting Lenders**

(1) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement or to vote on any other matter with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders;

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity or otherwise) shall be applied at such time or times as may be determined by the Administrative Agent in the following order:

(i) to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;

(ii) to repay any Drawdown made by a Lender in order to fund a shortfall created by a Defaulting Lender which repayment shall be in the form of an assignment by each such Lender of such Drawdown to the Defaulting Lender;

(iii) as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion as required by this Agreement, as determined by the Administrative Agent;

(iv) if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement;

(v) to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement;

(vi) so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and

(vii) to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction,

provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded

its appropriate share, and (y) such Loans were made at a time when the conditions precedent set forth in Sections 3.01 or 3.02 of the Agreement, as applicable, were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments under the applicable Credit Facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c) Standby Fees. No Defaulting Lender shall be entitled to receive any Standby Fee payable pursuant to Section 4.02 of this Agreement for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender); and

(2) Defaulting Lender Cure. If the Borrower, the Administrative Agent and each Non-Defaulting Lender agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto in writing, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with the Commitments under the Credit Facility, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

12.13 Reliance on Administrative Agent

Notwithstanding anything to the contrary contained in this Agreement or any other Loan Documents, the Obligors shall only be required to deal with the Administrative Agent for all matters in respect of this Agreement or the Credit Facility (including, without limitation, payments, notices, reporting requirements and consent requests) and the Obligors shall be entitled to rely on any written amendments, waivers or consents signed by the Administrative Agent as binding on all Lenders.

12.14 Erroneous Payments

Each Lender hereby agrees that if, at any time, (i) it receives any amount from the Administrative Agent on account of the Obligations, whether for principal, interest, fees or otherwise (the "**Applicable Payment**"), and whether or not such amount or any other amount is then due and owing to such Lender by the Borrower, and (ii) the Administrative Agent subsequently notifies such Lender that the Applicable Payment was either (A) made in error or (B) has not been reimbursed by the Borrower, in whole or in part, to the Administrative Agent within the time specified thereof under this Agreement, and such notification is made within thirty (30) days of the discovery of the error or the date the reimbursement by the Borrower should have

been made, then: (x) such Lender shall promptly return such amount (or, if applicable, its ratable share of the reimbursed portion thereof) to the Administrative Agent within five (5) Business Day following notice thereof and (y) any amounts not so returned shall bear interest at the Canadian Prime Rate. The Administrative Agent shall not be liable for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender or other person shall be to recover the amount from the person that actually received it.

ARTICLE 13 – GENERAL

13.01 Addresses, Etc. for Notices

The mailing addresses and addresses for electronic communications for the purposes of notices and other communications to the Obligors, the Lenders and the Administrative Agent are set out on the signature pages of this Agreement.

13.02 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Borrower and the Administrative Agent and the Lenders irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment.

13.03 Successors and Assigns

(1) This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The rights and obligations of the Obligors under this Agreement may not be assigned without the prior written consent of the Lenders.

(2) The rights, benefits and obligations of the Lender under or in respect of this Agreement (the "**Rights**") may be assigned, in whole or in part (if in part, in minimum amounts of $5,000,000 and in $500,000 increments) ("**Assign**", "**Assigned**" or an "**Assignment**"), or participated ("**Participated**" or a "**Participation**") by the Lenders, or any one of them, to or with one or more Persons (each an "**Assignee**" or a "**Participant**", as the case may be), subject, in the case of an Assignment, to the prior written consent of the Borrower being obtained, which consent will not be unreasonably withheld or delayed (provided that the consent of the Borrower shall not be required following the occurrence and during the continuance of an Event of Default). If any Lender Assigns all or any part of its Rights under this Agreement, it will also assign a proportionate interest in its rights and obligations under the other Loan Documents, including, for greater certainty, its rights and obligations under the Share Pledges. An Assignment or Participation hereunder will become effective upon: (i) the execution of the applicable documentation by the Lender, as applicable, and the Participant or Assignee, as the case may be; and (ii) payment by the assigning Lender or the Lender participating its Rights, as the case may be, to the Administrative Agent of an assignment fee in the amount of $5,000. The Borrower will execute all such further documentation as the Lender may request with respect to any Assignment or Participation and any prospective Assignee will execute such documentation as the Borrower may reasonably request for the purpose of ensuring that the Assignee is bound by the terms of this Agreement.

(3) Any Assignee of Rights will be and be treated in respect of such Rights as if it were the Lender for all purposes of this Agreement, will be entitled to the benefit hereof, and will be subject to the obligations of the Lender in respect of such Rights, to the same extent as if it were an original party in respect of the Rights and the Lender assigning such Rights will be released and discharged from its obligations hereunder in respect of such Rights. To the extent that the Rights are the subject of a Participation, all references in this Agreement to the Lender will, with respect to such Rights that are subject to the Participation, continue to be construed as a reference to the Lender, and the Borrower will be entitled to deal with the Lender as if it were the sole owner of the Rights and the Lender will not be released from obligations hereunder by virtue of the Participation. The Borrower acknowledges and agrees that the Lender will be entitled, in its own name, to enforce for the benefit of, or as agent for, any Participants, any and all rights, claims and interests of such Participants, in respect of the Rights and that Participants will not be entitled to demand payment or exercise any other right or remedy pursuant hereto.

(4) The Lender may disclose to potential or actual Assignees or Participants confidential information regarding the Obligors (including any such information provided by the Obligors to the Lender) and shall not be liable for any such disclosure.

(5) Notwithstanding any Assignment or Participation or anything to the contrary contained in this Agreement or any other Loan Documents, the Obligors shall only be required to deal with the Lender for all matters in respect of this Agreement or the Credit Facilities (including, without limitation, payments, notices, reporting requirements and requesting consents).

(6) Notwithstanding anything herein to the contrary, the Lenders, or any of them, may, from time to time, sell participations in the rights and obligations under the Loan Documents without the Borrower's or Guarantor's consent.

(7) For greater certainty, an assignment or participation by any Lender of its rights hereunder will not constitute a repayment, discharge, rescission, extinguishment or novation of any extension of credit by such Lender under this Agreement or interest therein, and the obligations so assigned will continue to be the same obligations and not new obligations.

13.04 **Specific Environmental Indemnification**

(1) The Borrower shall indemnify the Administrative Agent and each Lender (collectively, "**Indemnitees**") and hold each Indemnitee harmless at all times from and against any and all losses, damages and reasonable costs (including reasonable counsel fees and out-of-pocket expenses) resulting from any legal action commenced or claim made by a third party against it related to or as a result of actions or omissions on the part of the Borrower related to or as a consequence of environmental matters or any requirements of Environmental Laws concerning the Project. The Borrower shall have the sole right, at its expense, to control any such legal action or claim and to settle on terms and conditions approved by the Borrower and approved by the party named in such legal action or claim, acting reasonably, provided that if, in the opinion of the Administrative Agent or the Lenders, as the case may be, the interests of the Administrative Agent or the Lenders are different from those of the Borrower in connection with such legal action or claim, the Administrative Agent and the Lenders shall have the sole right, at the Borrower's expense, to defend their own interests provided that any settlement of such legal action or claim shall be on terms and conditions approved by the Borrower, acting reasonably. If the Administrative Agent or the Lenders elect to defend such legal action or claim, they shall promptly notify the Borrower of same and shall make reasonable efforts to consult with the Borrower on an ongoing basis in connection with such matter. If the Borrower does not defend the legal action or

claim, the Administrative Agent and the Lenders shall have the right to do so on their own behalf and on behalf of the Borrower at the expense of the Borrower.

13.05 **Survival**

The provisions of Section 13.04 of this Agreement and Section 9 of Schedule A will survive the repayment of all Loans and all obligations with respect to Letters of Credit, whether on account of principal, interest or fees, and the termination of this Agreement, unless a specific release of such provisions by the Administrative Agent, on behalf of the Lenders, is delivered to the Obligors.

13.06 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

13.07 **Further Assurances**

The Borrower, each Lender and the Administrative Agent will promptly cure any default by it in the execution and delivery of this Agreement, the Loan Documents or of any of the agreements provided for hereunder to which it is a party. The Borrower, at its reasonable expense, will promptly execute and deliver to the Administrative Agent, upon written request by the Administrative Agent, all such other and further documents, agreements, opinions, certificates and instruments in compliance with, or for the accomplishment of the covenants and agreements of the Borrower hereunder or more fully to state the obligations of the Borrower as set forth herein or to make any recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

13.08 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Borrower and the Administrative Agent for and on behalf of the Lenders or the Required Lenders, as the case may be. No waiver of any breach of any provision of this Agreement and no consent required hereunder will be effective or binding unless made in writing and signed by the party purporting to give the same. Unless otherwise provided, any waiver or consent given hereunder will be limited to the specific breach waived or matter consented to, as the case may be, and may be subject to such conditions as the party giving such waiver or consent considers appropriate.

13.09 **Time of the Essence**

Time is of the essence of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the parties have executed this Agreement.

BORROWER:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

250 Merton Street
Suite 409
Toronto, Ontario, M4S 1B1
Attention: Michael D. Butler
Email: mbutler@novaridge.com

By: 

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

Witness:



Michael Butler



Name: Louis Gasbarre

ADMINISTRATIVE AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: Robert Dyck

Name: Robert Dyck
Title: ED & Country Head

Name: David Lay
Title: AVP

LENDERS:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

By: _____
Name: Robert Dyck
Title: ED & Country Manager

_____
Name: David Lay
Title: AVP

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email: john.tzortzis@laurentianbank.ca

By: _____
Name:
Title:

_____
Name:
Title:

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email: john.tzortzis@laurentianbank.ca

By: _____
Name: Rob Harvey
Title: AVP

_____
Name: P. Keroglidis
Title: Sr. Manager

Schedule A

Model Credit Agreement Provisions

The attached model credit agreement provisions, which have been revised under the direction of the Canadian Bankers Association Secondary Loan Market Specialist Group from provisions prepared by The Loan Syndications and Trading Association, Inc., form part of this Agreement, except for the footnotes to the model credit agreement provisions and subject to the following variations:

1. Words used in this Schedule A and not defined in this Schedule A shall have the meaning given to such terms in Section 1.01 of this Agreement to the extent therein defined.

2. If there is any inconsistency or conflict between the terms of this Schedule A and the terms of the main body of this Agreement, the terms of the main body of this Agreement shall prevail.

Schedule B

Lenders and Commitments

Lender and Lending Office	Construction Facility	Swingline Facility*	LC Facility	Total Commitment
United Overseas Bank Limited, Vancouver Branch 650 West Georgia Street Suite 2400, PO Box 11616 Vancouver BC V6B 4N9 Attention: General Manager Facsimile No.: (604) 662-3356	Cdn. $50,000,000	Cdn. $1,000,000	Cdn. $2,500,000	Cdn. $52,500,000
Laurentian Bank of Canada 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2 Attention: John Tortzis Email: john.tzortzis@laurentianbank.ca	$28,330,000	N/A	N/A	$28,330,000
Total	**$78,330,000**	**--**	**$2,500,000**	**Cdn. $80,830,000**

LC Lender/Issuing Bank: United Overseas Bank Limited, Vancouver Branch

Swingline Lender: United Overseas Bank Limited, Vancouver Branch

*Subset of Construction Facility Commitment

Schedule C

Legal Description of Project

1478-1496 Kingston Road, Toronto, Ontario

PIN 06463-0015 (LT)

PCL 7-1, SEC M588 ; LTS 7, 8 & 9, PL M588 , T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON ; SCARBOROUGH , CITY OF TORONTO

Schedule D

PROJECT MONITOR CERTIFICATE

TO: United Overseas Bank Limited, Vancouver Branch (the "**Bank**")	**BORROWER:** Nova Ridge (Manderley) Limited Partnership (**"Borrower"**)
ADVANCE NO:	**PROJECT:** Construction site work for 1478-1496 Kingston Road, Toronto, Ontario (**"Project"**)
CERTIFICATE DATE: [Date]	**COMPLETION DATE:** [Date] (**"Completion Date"**)

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically reviewed construction since the commencement of construction and last visited the Project on [Date].

2. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.

   a. Project costs of work completed to date: $_____

   b. Project costs of remaining work: $_____

   c. Estimated total Project costs (a+b): $_____

   d. Original estimate of total Project costs: $_____

   e. Amount of additional costs, if any (c-d): $_____

3. In my/our opinion, as of the date hereof, the remaining contingency reserve of $[insert amount] contained in 2b above is adequate given the current state of work in place and contracts entered into to complete the Project.

4. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is [insert date]. Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated this [ ] day of [ ], 20[ ].

[Project monitor name]

per:_____

Schedule 1.01(A)

Compliance Certificate

TO: UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent

FROM: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner NOVA RIDGE (MANDERLEY) GP CORP. (the "**Borrower**")

DATE: ●

This Compliance Certificate is delivered to you, as Administrative Agent, pursuant to Section 9.02(2) of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, you, as administrative agent, the financial institutions from time to time parties thereto as lenders, as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Compliance Certificate that are defined in the Credit Agreement have the same meanings herein.

I, _____, the _____ of the Borrower, certify for and on behalf of the Borrower and not in my personal capacity and without personal liability, that:

1. Representations and Warranties All of the representations and warranties of the Borrower contained in Section 8.01 of the Credit Agreement and, to my knowledge, of the Guarantor contained in the Guarantee are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:

   (a) given to the Administrative Agent by the Borrower and accepted in writing by the Administrative Agent, and

   (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.

2. Terms, Covenants and Conditions All of the terms, covenants and conditions of the Credit Agreement and each of the other Loan Documents to be performed or complied with by the Obligors at or prior to the date hereof have been performed or complied with.

3. Default No Default or Event of Default has occurred and is continuing on the date hereof.

4. Financial Statements Attached hereto are the annual financial statements of the Borrower and the Guarantor for the Fiscal Year ended December 31, 202●.

_____

Name:

Schedule 1.01(B)

Consultants

Please see report of Independent Cost Consultant.

Schedule 1.01(C)

Drawdown Notice

TO:	UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent
FROM:	NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP. (the **"Borrower"**)
DATE:	●

---

1. This Drawdown Notice is delivered to you, as Administrative Agent, pursuant to Section 2.05 of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, you, as administrative agent, the financial institutions from time to time parties thereto as lenders, as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Drawdown Notice that are defined in the Credit Agreement have the same meanings herein.

2. The Borrower hereby requests the following Loan(s) and/or Letter(s) of Credit:

(a) Drawdown Date: _____

(b) Type of Credit Facility:

[ ] Construction Facility
or
[ ] LC Facility

(c) Amount of each Loan or Letter of Credit (check appropriate boxes)

		Amount
( )	Prime Rate Loan:	Cdn. $ _____

( ) Letter of Credit:

	Amount	Expiry Date
Cdn. $:	_____	_____

Total Cdn. $ _____

3. Representations and Warranties All of the representations and warranties of the Borrower contained in Section 8.01 of the Credit Agreement and, to the knowledge of the undersigned, of the Guarantor contained in the Guarantee are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:

(a) given to the Administrative Agent by the Borrower and accepted in writing by the Administrative Agent; and

(b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Administrative Agent in writing.

4. All of the conditions precedent to the Loan(s) and Letter(s) of Credit requested hereby that have not been properly waived in writing by or on behalf of the Lenders have been satisfied.

5. No Default or Event of Default has occurred and is continuing or will have occurred and be continuing on the Drawdown Date, or will result from the Loan(s) and Letter(s) of Credit requested hereby.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE(MANDERLEY) GP CORP.

By: _____
Name:
Title:

Schedule 1.01(D)

Material Licences and Material Project Agreements

Please see report of Independent Cost Consultant.

Schedule 1.01(E)

Current Project Budget

See attached

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

		31-Dec-21			31-Jan-22	31-Dec-21	
	PROJECT BUDGET	**FM PREVIOUS BUDGET**	**VARIANCE**	**FM CURRENT BUDGET**	**COST TO DATE**	**PREVIOUS COST TO DATE**	**CURRENT COSTS**
	FINANCE						
60	Commitment Fees - Facility 3 UOB (Construction Financing)	430,795	20	430,815	430,815		430,815
61	Commitment Fees - QuidPro (1st Mortage)	132,500	0	132,500	132,500	132,500	0
62	Commitment Fees - QuidPro (2nd Mortage)	10,000	0	10,000	10,000	10,000	0
63	Commitment Fees - UOB (Mezzanine Loan)	150,000	(47,000)	103,000	40,000	40,000	0
64	Commitment Fees - Facility 1 UOB (Pre-Development Loan)	90,000	0	90,000	90,000	90,000	0
65	Commitment Fees - Facility 2 UOB (Bridge Loan)	20,000	0	20,000			0
66	Stand-By Fee - Facility 3 UOB (Construction Financing)	552,546	0	552,546			0
67	Stand-By Fee - Facility 2 UOB (Bridge Loan)	3,208	0	3,208			0
68	Extension Fee - Facility 1 UOB (Pre-Development Loan)	Excluded	0	Excluded			0
69	Extension Fee - Facility 2 UOB (Bridge Loan)	Excluded	0	Excluded			0
70	Arrangement Fee - Facility 3 UOB (0.15%)	117,489	6	117,495			0
71	Agency Fee ($30,000 per annum)	90,000	0	90,000			0
72	Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	34,800	0	34,800	5,314	5,314	0
73	Letter of Credit Fees ($2.5m x 1.5% - as per UOB) (as per Owner)	75,000	0	75,000			0
74	Appraisal (as per Owner)	10,000	0	10,000	8,175	8,175	0
75	Project Monitor	189,596	0	189,596	27,024	22,936	4,088
76	Deposit Insurance Fees	516,343	0	516,343	78,376	78,376	0
77	Swing Line - UOB	100,000	0	100,000	100,000	100,000	0
78	Swing Line - UOB (Credit)	(100,000)	0	(100,000)			0
79	1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	0
80	2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	0
81	Mezzanine Loan Interest (UOB) (as per Owner)	1,770,833	229,167	2,000,000			0
82	Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	508,265	(53,813)	454,452	400,110	346,297	53,813
83	Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	97,867	36,782	134,649	104,342	74,035	30,307
84	Construction Loan Interest - Facility 3 UOB (Construction Financing)	3,371,205	311,740	3,682,945			0
	FINANCE SUBTOTAL	**9,804,944**	**476,901**	**10,281,845**	**3,061,152**	**2,542,130**	**519,023**
	OPERATING COSTS & INCOME						
85	Operating Costs	241,920	0	241,920			0
86	Occupancy Income	(959,828)	(191,557)	(1,151,385)			0
87	Interest Earned on Deposits	(351,024)	(971)	(351,995)			0
88	Interest Payable on Deposits	0	0	0			0
89	Warranty Reserve (as per Owner)	375,000	(178,000)	197,000			0
	OPERATING COSTS & INCOME SUBTOTAL	**(693,932)**	**(370,528)**	**(1,064,460)**	**0**	**0**	**0**
	CONTINGENCY						
90	Construction Contingency	2,530,422	11,531	2,541,953			0
91	Construction Tendering & Marketing Contingency	612,950	(512,305)	100,645			0
92	Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			0
93	Development Contingency	767,672	(135,503)	632,168			0
	CONTINGENCY SUBTOTAL	**3,911,044**	**(636,277)**	**3,274,766**	**0**	**0**	**0**
	HARMONIZED SALES TAX						
94	H.S.T. on Monthly Payables	9,828,844	0	9,828,844	768,752	694,473	74,279
95	H.S.T. Monthly Input Tax Credit	(9,828,844)	0	(9,828,844)	(444,473)	(444,473)	0
96	H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			0
	HST SUBTOTAL	0	0	**0**	**324,279**	**250,000**	**74,279**
	PROJECT BUDGET	**117,850,000**	**(500,000)**	**117,350,000**	**39,404,938**	**35,173,531**	**4,231,407**
		117,850,000	(500,000)	117,350,000			
				Less Holdback Retained	(120,850)	(96,430)	(24,420)
				Add Holdback Released	14,488	14,488	0
				Net Cost to Date	**39,298,576**	**35,091,589**	**4,206,987**
					39,298,576	35,091,589	4,206,987

MT MTDOCS 41878497

Schedule 1.01(F)

Proforma Sale Prices

See attached

The Manderley Condos

Project Summary

March 2, 2022

ALL SUITES	Status	No. of Units	% of Total	Revenue*	% of Total	Area	% of Total	$PSF	Revenue (Net of H.S.T.)**
SALES:									
Firm	F	163	84%	$103,844,220	78%	107,855	80%	$963	$95,359,697
International Firm	IF	0	0%	$0	0%	0	0%	$0	$0
Conditional	C	0	0%	$0	0%	0	0%	$0	$0
International Conditional	IC	0	0%	$0	0%	0	0%	$0	$0
Executed	E	0	0%	$0	0%	0	0%	$0	$0
Signed	S	0	0%	$0	0%	0	0%	$0	$0
Total Sales:		163	84%	$103,844,220	78%	107,855	80%	$963	$95,359,697
INVENTORY:									
Designated	D	0	0%	$0	0%	0	0%	$0	$0
Marketing Hold	M	11	6%	$10,149,890	8%	7,930	6%	$1,280	$9,215,832
Design Hold	DH	0	0%	$0	0%	0	0%	$0	$0
Corporate Hold	CH	2	1%	$1,519,980	1%	1,465	1%	$1,038	$1,387,593
Out for Signing	O	1	1%	$819,990	1%	756	1%	$1,085	$746,894
Available F&F	AF	0	0%	$0	0%	0	0%	$0	$0
Available	A	17	9%	$16,756,830	13%	16,420	12%	$1,021	$15,190,115
Total Inventory:		31	16%	$29,246,690	22%	26,571	20%	$1,101	$26,540,434
TOTAL UNIT REVENUE:		194	100%	$133,090,910	100%	134,426	100%	$990	$121,900,131

** Net of HST disclaime

PARKING STATUS		64							
Parking Sold Firm	$	56,990.00	0	0%	$0				
	$	49,990.00	41	64%	$2,049,590				
		Total Sold	41	64%	$2,049,590				
Parking Pending	$	56,990.00	0	0%	$0				
	$	49,990.00	0	0%	$0				
		Total Pending	0	0%	$0				
Parking Available	$	56,990.00	23	36%	$1,310,770				
		Total Available	23	36%	$1,310,770				
TOTAL PARKING:			64	100%	$3,360,360			$25	

LOCKER STATUS		64							
Lockers Sold Firm	$	6,900.00	37	58%	$255,300				
		Total Sold	37	58%	$255,300				
Lockers Pending	$	6,900.00	0	0%	$0				
		Total Pending	0	0%	$0				
Lockers Available	$	6,900.00	27	42%	$186,300				
		Total Available	27	42%	$186,300				
TOTAL LOCKER REVENUE:			64	100%	$441,600			$3	

COMBINED PARKING/LOCKER STATUS		60							
Upgraded Parking/Locker Sold Firm	$	76,890.00	1	2%	$76,890				
Combined Parking/Locker Sold Firm	$	56,990.00	23	38%	$1,310,770				
	$	56,890.00	21	35%	$1,194,690				
		Total Sold	45	75%	$2,582,350				
Upgraded Parking/Locker Pending	$	76,890.00	0	0%	$0				
Combined Parking/Locker Pending	$	56,990.00	1	2%	$56,990				
	$	56,890.00	0	0%	$0				
		Total Pending	1	2%	$56,990				
Combined Parking/Locker Available	$	56,990.00	14	23%	$797,860				
		Total Available	14	23%	$797,860				
TOTAL COMBINED PARKING/LOCKER REVENUE:			60	100%	$3,437,200			$26	
TOTAL REVENUE:					$140,330,070		134,426	$1,044	

Schedule 1.01(G)

Relevant Jurisdictions

Ontario

Schedule 1.01(H)

Repayment Notice

TO:	UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent
FROM:	NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP. (the **"Borrower"**)
DATE:	●

---

1. This Repayment Notice is delivered to you, as Administrative Agent, pursuant to Section 6.02 of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, you, as administrative agent, the financial institutions from time to time parties thereto as lenders, as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Repayment Notice that are defined in the Credit Agreement have the same meanings herein.

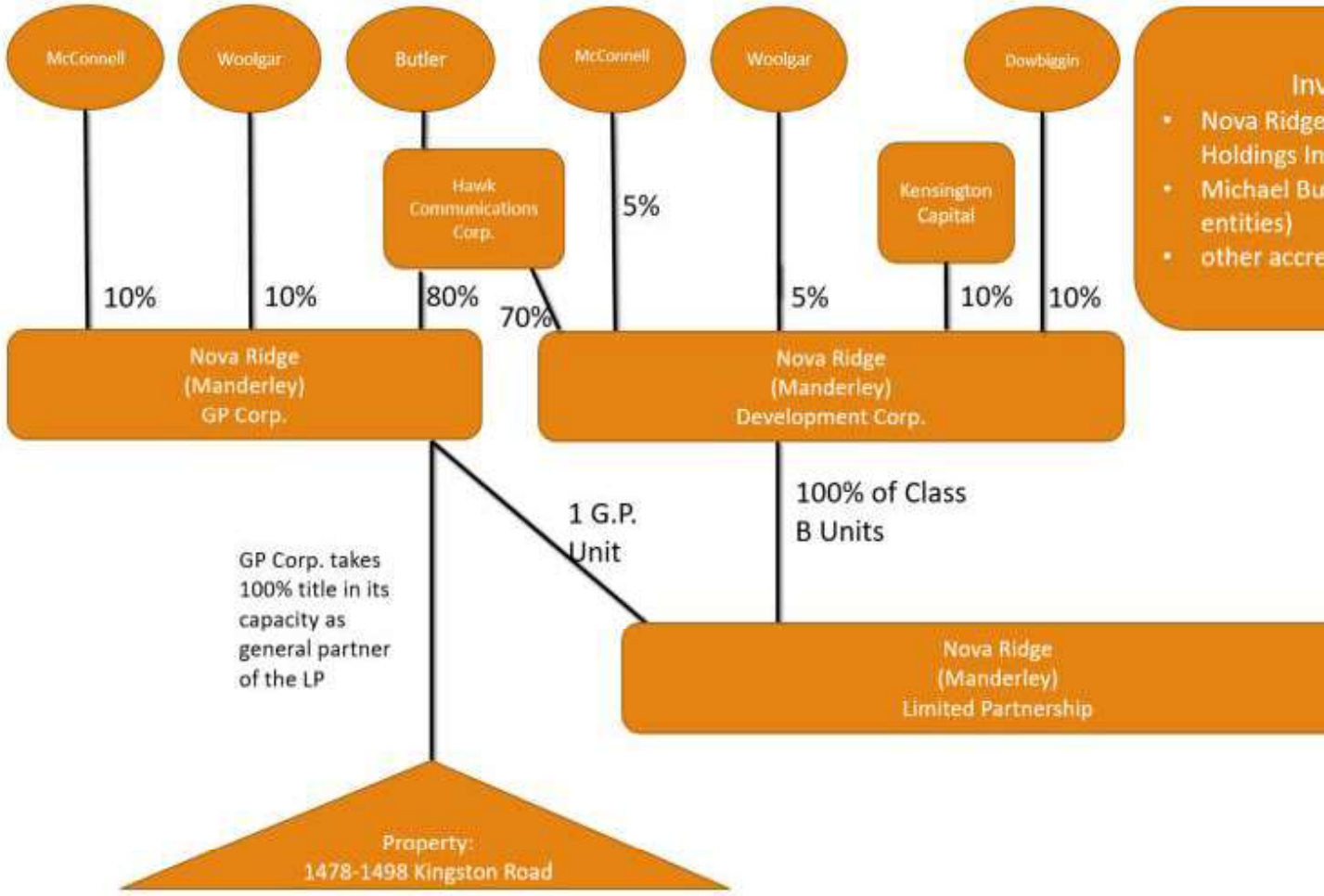
2. The Borrower hereby gives you notice that it intends to repay Cdn. $● under the Credit Facilities on ● **[date which must be at least 5 Business Days after the delivery of this Notice]**.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name:
Title:

Schedule 8.01(13)

Ownership Structure



MODEL CREDIT AGREEMENT PROVISIONS

1. Definitions

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means the credit agreement of which these Provisions form part.

"Applicable Law" means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"Applicable Percentage" means with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be the percentage of the total outstanding Loans and participations in respect of Letters of Credit represented by such Lender's outstanding Loans and participations in respect of Letters of Credit.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"Default" means any event or condition that constitutes an Event of Default or that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

"Eligible Assignee" means any Person (other than a natural person, any Obligor or any Affiliate of an Obligor), in respect of which any consent that is required by Section 10(b) has been obtained.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of an

Obligor hereunder, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located and (c) in the case of a Foreign Lender (other than (i) an assignee pursuant to a request by the Borrower under Section 3.3(b), (ii) an assignee pursuant to an Assignment and Assumption made when an Event of Default has occurred and is continuing or (iii) any other assignee to the extent that the Borrower has expressly agreed that any withholding tax shall be an Indemnified Tax), any withholding tax that (A) is not imposed or assessed in respect of a Loan that was made on the premise that an exemption from such withholding tax would be available where the exemption is subsequently determined, or alleged by a taxing authority, not to be available and (B) is required by Applicable Law to be withheld or paid in respect of any amount payable hereunder or under any Loan Document to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.2(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from an Obligor with respect to such withholding tax pursuant to Section 3.2(a). For greater certainty, for purposes of item (c) above, a withholding tax includes any Tax that a Foreign Lender is required to pay pursuant to Part XIII of the Income Tax Act (Canada) or any successor provision thereto.[1]

"Foreign Lender" means any Lender that is not organized under the laws of the jurisdiction in which the Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Loan Document to be resident for income tax or withholding tax purposes in the jurisdiction in which the Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Issuing Bank" means the Person named elsewhere in this Agreement[2] as the issuer of Letters of Credit on the basis that it is "fronting" for other Lenders and not on the basis that it is the

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1 Please note that this definition of "Excluded Taxes" will result in Foreign Lenders not being grossed up for withholding taxes that exist at the time of execution and delivery of the Credit Agreement, except in the circumstances specified. If a loan is intended to be exempt from withholding tax as a "5/25" structure or otherwise, this premise should be specified in the Credit Agreement.

2 Ensure that the Credit Agreement identifies the Issuing Bank or indicates that there is none.

attorney of other Lenders to sign Letters of Credit on their behalf, or any successor issuer of Letters of Credit. For greater certainty, where the context requires, references to "Lenders" in these Provisions include the Issuing Bank.

"Loan" means any extension of credit by a Lender under this Agreement, including by way of bankers' acceptance or LIBO Rate Loan, except for any Letter of Credit or participation in a Letter of Credit.

"Obligors" means, collectively, the Borrower and each of the guarantors of the Borrower's obligations that are identified elsewhere in this Agreement.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Participant" has the meaning assigned to such term in Section 10(d) .

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Provisions" means these model credit agreement provisions.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

2. Terms Generally

(1) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) unless otherwise expressly stated, all references in these Provisions to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, these Provisions, but all such references elsewhere in this Agreement shall be construed to refer to this Agreement apart from these Provisions, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(2) If there is any conflict or inconsistency between these Provisions and the other terms of this Agreement, the other terms of this Agreement shall govern to the extent necessary to resolve the conflict or inconsistency.

3. Yield Protection

3.1 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 3.2 and the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or

(iii) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or the Letters of Credit issued or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date

that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.

3.2 Taxes.

(a) Payments Subject to Taxes. If any Obligor, the Administrative Agent, or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of an Obligor hereunder or under any other Loan Document, then (i) the sum payable shall be increased by that Obligor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Obligor shall make any such deductions required to be made by it under Applicable Law and (iii) the Obligor shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by an Obligor to a Governmental Authority, the Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements, and (b) any Lender that ceases to be, or to be deemed to be, resident in Canada for purposes of Part XIII of the Income Tax Act (Canada) or any successor provision thereto shall within five days thereof notify the Borrower and the Administrative Agent in writing.

(f) Treatment of Certain Refunds and Tax Reductions. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which an Obligor has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Borrower or Obligor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or Obligor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower or Obligor as applicable, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower or Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

3.3 Mitigation Obligations: Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.1, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2 , then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.2 , as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders.[3] If any Lender requests compensation under Section 3.1, if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2, if any Lender's obligations are suspended pursuant to Section 3.4 or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower pays the Administrative Agent the assignment fee specified in Section 10(b)(vi);

(ii) the assigning Lender receives payment of an amount equal to the outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment to a Lender) from the assignee (to

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[3] Please note that the Breakfunding section in the Credit Agreement should expressly include any amounts payable as a result of an assignment required by this Section.

the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.2, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

3.4 Illegality.

If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to participate in, issue or maintain any Letter of Credit (or to maintain its obligation to participate in or to issue any Letter of Credit), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if conversion would avoid the activity that is unlawful, convert any Loans, or take any necessary steps with respect to any Letter of Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.5 Inability to Determine Rates Etc.

If the Required Lenders determine that for any reason a market for bankers' acceptances does not exist at any time or the Lenders cannot for other reasons, after reasonable efforts, readily sell bankers' acceptances or perform their other obligations under this Agreement with respect to bankers' acceptances, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the Borrower's right to request the acceptance of bankers' acceptances shall be and remain suspended until the Required Lenders determine and the Agent notifies the Borrower and each Lender that the condition causing such determination no longer exists. If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the LIBO Rate for any requested Interest Period with respect to a proposed LIBO Rate Loan, or that the LIBO Rate for any requested Interest Period with respect to a proposed LIBO Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain LIBO Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a borrowing, conversion or continuation of LIBO Rate Loans or, failing that, will be deemed to have converted such request into a request for a borrowing of Base Rate Loans in the amount specified therein.

4. Right of Setoff.

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Obligor against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Loan Document and although such obligations of the Obligor may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this Section 4, it shall share the benefit received in accordance with Section 5 as if the benefit had been received by the Lender of which it is an Affiliate.

5. Sharing of Payments by Lenders.

If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Loans and accrued interest thereon or other obligations hereunder greater than its pro rata share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest,

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in disbursements under Letters of Credit to any assignee or participant, other than to any Obligor or any Affiliate of an Obligor (as to which the provisions of this Section shall apply); and

(iii) the provisions of this Section shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrower to such Lender that do not arise under or in connection with the Loan Documents, (x) any payment made in respect of an obligation that is secured by a Permitted Lien or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents, (y) any reduction arising from an amount owing to an Obligor upon the termination of derivatives entered into between the

Obligor and such Lender[4], or (z) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.

The Obligors consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

6. Administrative Agent's Clawback

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any advance of funds that such Lender will not make available to the Administrative Agent such Lender's share of such advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with the provisions of this Agreement concerning funding by Lenders and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable advance available to the Administrative Agent, then the applicable Lender shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such advance. If the Lender does not do so forthwith, the Borrower shall pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that has failed to make such payment to the Administrative Agent.

(b) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute the amount due to the Lenders. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with prevailing banking industry practice on interbank compensation.

7. Agency.

7.1 Appointment and Authority. Each of the Lenders and the Issuing Bank hereby irrevocably appoints the Person identified elsewhere in this Agreement as the Administrative Agent[5] to act on its

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[4] Those preparing Credit Agreements should consider whether this exclusion of proceeds of derivatives is appropriate in the particular circumstances of the Credit Agreement. It may be appropriate to provide for sharing of, for example, any net amount available after the termination of all derivatives entered into between the Obligors and a Lender and the setoff of resulting amounts owing by the Obligors and to the Obligors if there is more than one such derivative.

[5] Ensure that the Credit Agreement identifies the Administrative Agent for the purpose of this reference

behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and no Obligor shall have rights as a third party beneficiary of any of such provisions.

7.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Obligor or any Affiliate thereof as if such Person were not the Administrative Agent and without any duty to account to the Lenders.

7.3 Exculpatory Provisions.

(1) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents.[6] Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents), but the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent or any of its Affiliates in any capacity.

(2) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith is necessary, under the provisions of the Loan Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing the Default is given to the Administrative Agent by the Borrower or a Lender.

(3) Except as otherwise expressly specified in this Agreement, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or

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[6] It is anticipated that the Credit Agreement will require the Borrower to be responsible for compliance with all requirements to maintain perfection of security.

conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

7.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

7.5 Indemnification of Administrative Agent. Each Lender agrees to indemnify the Administrative Agent and hold it harmless (to the extent not reimbursed by the Borrower), rateably according to its Applicable Percentage (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loan Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Administrative Agent's gross negligence or wilful misconduct.

7.6 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent from among the Lenders (including the Person serving as Administrative Agent) and their respective Affiliates. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Administrative Agent shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

7.7 Replacement of Administrative Agent.

(1) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto, Ontario or Montréal, Québec, or an Affiliate of any such Lender with an office in Toronto or Montréal. The Administrative Agent may also be removed at any time by the Required Lenders upon 30 days' notice to the Administrative Agent and the Borrower as long as the Required Lenders, in consultation with the Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto or Montréal, or an Affiliate of any such Lender with an office in Toronto or Montréal.

(2) If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications specified in Section 7.7(1), provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in the preceding paragraph.

(3) Upon a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Administrative Agent, and the former Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in the preceding paragraph). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the termination of the service of the former Administrative Agent, the provisions of this Section 7 and of Section 9 shall continue in effect for the benefit of such former Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Administrative Agent was acting as Administrative Agent.

7.8 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

7.9 Collective Action of the Lenders. Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent

may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

7.10 No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers or holders of similar titles, if any, specified in this Agreement shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

8. Notices: Effectiveness; Electronic Communication

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as-provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the addresses or telecopier numbers specified elsewhere in this Agreement[7] or, if to a Lender, to it at its address or telecopier number specified in the Register or, if to an Obligor other than the Borrower, in care of the Borrower.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent,[8] provided that the foregoing shall not apply to notices to any Lender of Loans to be made or Letters of Credit to be issued if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address. Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

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[7] Ensure that the Credit Agreement contains the contact information referred to.

[8] Administrative Agents may wish to prescribe procedures for electronic communications and to disseminate those procedures to Lenders.

9. Expenses; Indemnity; Damage Waiver [9]

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Bank, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Obligor arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Obligor, or any Environmental Liability related in any way to any Obligor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by an Obligor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Obligor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Obligor has obtained a final and nonappealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Sections 3.1, 3.2 and 9(a).

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Issuing Bank or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability

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[9] A reference to this Section should be included in the Survival Section, if any, of the Credit Agreement.

or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or Issuing Bank in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the other provisions of this Agreement concerning several liability of the Lenders.

(d) Waiver of Consequential Damages. Etc. To the fullest extent permitted by Applicable Law, the Obligors shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable promptly after demand therefor. A certificate of the Administrative Agent or a Lender setting forth the amount or amounts owing to the Administrative Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error.

10. Successors and Assigns

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that:

(i) except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loan of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment in respect of a revolving facility, or $1,000,000, in the case

of any assignment in respect of a term facility, unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower otherwise consent to a lower amount (each such consent not to be unreasonably withheld or delayed);

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate credits on a non-*pro rata* basis;

(iii) any assignment of a Commitment relating to a credit under which Letters of Credit may be issued must be approved by any Issuing Bank (such approval not to be unreasonably withheld or delayed) unless the Person that is the proposed assignee is itself already a Lender with a Commitment under that credit;

(iv) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) unless:

(x) in the case of an assignment of a Commitment relating to a revolving credit, the proposed assignee is itself already a Lender with the same type of Commitment,

(y) no Event of Default has occurred and is continuing, and the assignment is of a Commitment relating to a non-revolving credit that is fully advanced, or

(z) the proposed assignee is a bank whose senior, unsecured, non-credit enhanced, long term debt is rated at least A3, A- or A low by at least two of Moody's Investor Services Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Dominion Bond Rating Service Limited, respectively;

(v) any assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed) unless the proposed assignee is itself already a Lender with the same type of Commitment or a Default has occurred and is continuing; and

(vi) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in an amount specified elsewhere in this Agreement[10] and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and the other Loan Documents, including any collateral security, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but

[10] Ensure that the Credit Agreement specifies the amount of this fee.

shall continue to be entitled to the benefits of Sections 3 and 9, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

(c) Register. The Administrative Agent shall maintain at one of its offices in Toronto, Ontario or Montréal, Québec a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, an Obligor or any Affiliate of an Obligor[11]) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

Subject to paragraph (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 4 as though it were a Lender, provided such Participant agrees to be subject to Section 5 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.1 and 3.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.2 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.2(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, but no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

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[11] Consideration should be given to the percentage of Lenders required to permit the sale of a participation to an Obligor or any Affiliate or Subsidiary of an Obligor.

11. Governing Law: Jurisdiction: Etc.

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province specified elsewhere in this Agreement[12] and the laws of Canada applicable in that Province.

(b) Submission to Jurisdiction. Each Obligor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province specified elsewhere in this Agreement, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. Counterparts: Integration: Effectiveness: Electronic Execution

(a) Counterparts: Integration: Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in the conditions precedent Section(s) of this Agreement, this Agreement shall become effective when it has been executed by the Administrative Agent and when the Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of

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[12] Ensure that the Credit Agreement identifies the Province referred to here and in paragraph (b) immediately below.

each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

14. Treatment of Certain Information: Confidentiality

(1) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than an Obligor.

(2) For purposes of this Section, "Information" means all information received in connection with this Agreement from any Obligor relating to any Obligor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers

(3) In addition, and notwithstanding anything herein to the contrary, the Administrative Agent may provide the information described on Exhibit B concerning the Borrower and the credit facilities established herein to Loan Pricing Corporation and/or other recognized trade publishers of information for general circulation in the loan market.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
   [and is an Affiliate/Approved Fund of [*identify Lender*][1]]

3. Borrower(s): _____

4. Administrative Agent: _____,as the administrative agent under the Credit Agreement

5. Credit Agreement: [The [*amount*] Credit Agreement dated as of _____ among [*name of Borrower(s)*], the Lenders parties thereto, [*name of Administrative Agent*], as Administrative Agent, and the other agents parties thereto]

---

[1] Select as applicable.

6. Assigned Interest:

Facility Assigned[2]	Aggregate Amount of Commitment/Loans for all Lenders[3]	Amount of Commitment/Loans Assigned[3]	Percentage Assigned of Commitment/Loans[4]	CUSIP Number
	$	$	%	
	$	$	%	
	$	$	%	

[7. Trade Date: _____][5]

---

2 Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Credit Commitment," "Term Loan Commitment," etc.)

3 Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

4 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

5 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: _____, 20___ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By
:
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By
:
Title:

[Consented to and][6] Accepted:

[NAME OF ADMINISTRATIVE AGENT],
as
Administrative Agent

By _____
Title:

[Consented to:][7]

[NAME OF RELEVANT PARTY]

By _____
Title:

---

6 To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

7 To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, L/C Issuer) is required by the terms of the Credit Agreement.

[_____][1]

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document[2], (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section ___ thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender[3], attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and

---

1 Describe Credit Agreement at option of Administrative Agent.

2 The term "Loan Document" should be conformed to the term used in the Credit Agreement.

3 The concept of "Foreign Lender" should be conformed to the section in the Credit Agreement governing withholding taxes and gross-up.

the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

LOAN MARKET DATA TEMPLATE

Recommended Data Fields – At Close
The items highlighted in bold are those that Loan Pricing Corporation (LPC) deem essential. The remaining items are those that LPC has seen become more prominent over time as transparency has increased in the U.S. Loan Market.

Company Level
Issuer Name
Location
SIC (Cdn)
Identification Number(s)
Revenue

***Measurement of Risk**
- **S&P Sr. Debt**
- **S&P Issuer**
- **Moody's Sr. Debt**
- **Moody's Issuer**
- **Fitch Sr. Debt**
- **Fitch Issuer**
- S&P Implied (internal assessment)
- **DBRS**

Other Ratings
*Industry Classification
- Moody's Industry
- S&P Industry

Parent

Financial Ratios

Deal Specific
Currency/Amount
Date
Purpose
Sponsor
Financial Covenants

Target Company
Assignment Language
Law Firms
MAC Clause
Springing lien
Cash Dominion
Mandatory Prepays
Restrct'd Payments (Neg Covs)

Other Restrictions

Facility Specific
Currency/Amount
Type
Purpose
Tenor
Term Out Option
Expiration Date
Facility Signing Date
Pricing
- **Base Rate(s)/Spread(s)/BA/LIBOR**
- **Initial Pricing Level**
- **Pricing Grid (tied to, levels)**
- **Grid Effective Date**

Fees
- **Participation Fee (tiered also)**
- **Commitment Fee**

Annual Fee
- **Utilization Fee**
- **LC Fee(s)**
- **BA Fee**

Prepayment Fee

Other Fees to Market

Security
- **Secured/Unsecured**
- Collateral and Seniority of Claim
- Collateral Value

Guarantors
Lenders Names/Titles
Lender Commitment ($)
Commited/Uncommited
Distribution method
Amortization Schedule
Borrowing Base/Advance Rates
New Money Amount
Country of Syndication
Facility Rating (Loss given default)
- **S&P Bank Loan**
- **Moody's Bank Loan**
- **Fitch Bank Loan**
- **DBRS**
- **Other Ratings**

* These items would be considered useful to capture from an analytical perspective

This is Exhibit “D” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

FIRST AMENDMENT TO CREDIT AGREEMENT

This amending agreement is made as of September 30, 2022

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Agent"**),

- and -

THE FINANCIAL INSTITUTIONS from time to time parties to the Credit Agreement as lenders (the "**Lenders**")

- and -

MICHAEL BUTLER
(the "**Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated May 13, 2022 (the "**Credit Agreement**"), the Lenders established certain credit facilities in favour of the Borrower for the purpose of financing the construction costs associated with a residential condominium known as "The Manderley" to be constructed on the lands bearing a current municipal address of 1478-1496 Kingston Rd., Toronto, Ontario.

2) The Lender has agreed to increase the total amount of the Credit Facilities related to additional construction costs for the Project, on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 **Definitions**

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Definitions**

(a) The definition of "Minimum Deposit Commitment" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Minimum Deposit Commitment"** means Purchaser Deposits collected for all pre-sold Unit sales to be a minimum of $11,672,421 received and no less than $19,500,000 contracted for and received or to be received prior to occupancy, to be used as a source for funding the Project Costs.".

(b) The definition of "Minimum Project Equity" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Minimum Project Equity**" means $15,517,000, plus such amount of Project Equity required to ensure that the Cost to Complete Margin is less than or equal to the unutilized portion of the Construction Facility.

(c) The following new definitions are added to Section 1.01 of the Credit Agreement:

""**Amended and Restated Permitted Subordinate Debt Subordination Agreement**" means the amended and restated Permitted Subordinate Debt Subordination Agreement to reflect the increase of the Construction Facility to $79,916,000 pursuant to the First Amending Agreement."; and

""**First Amending Agreement**" means that certain amending agreement dated September 30, 2022 between the Borrower, the Lenders, the Administrative Agent, and the Guarantor.".

2.02 **Increase to Construction Facility**

Section 2.01 of the Credit Agreement is deleted and replaced with the following:

"the Lenders establish in favour of the Borrower a term construction facility (the **"Construction Facility"**), including, as a sub-facility thereof, the Swingline Facility, in an amount up to Cdn. $79,916,000 (the **"Construction Facility Commitment"**), which facility, other than the Swingline Facility, is non-revolving, provided that the Construction Facility Commitment will be permanently reduced dollar for dollar by the amount of all Purchaser Deposits received in excess of $19,500,000 and authorized for release by the deposit insurer to the Borrower to fund Project Costs; and".

2.03 **Schedule B**

Schedule B of the Credit Agreement is hereby deleted and replaced with Exhibit 1 attached hereto.

2.04 **Other Amendments**

(a) The reference to "$14,773,701" in Section 3.02(o) of the Credit Agreement is deleted and replaced with "19,500,000".

ARTICLE 3– CONDITIONS PRECEDENT

3.01 **Conditions Precedent**

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received:

(i) A report from the Independent Cost Consultant confirming

(A) confirming that the Project Equity is no less than the Minimum Project Equity, of which no more than $2,700,000 is attributed to land lift; and no less than $12,817,000 is attributed to the Borrower's cash equity, and that the Permitted Subordinate Debt has been fully funded and applied to Project Costs; and

(B) confirming that it has reviewed and is satisfied with the Project Budget (including the Contingency Amount, Forecasted Interim Revenue (including occupancy rent, interest on Purchaser Deposits and recoveries on closing), and the projected amount of Deferred Costs) and that total Project Costs will not exceed an aggregate of $126,850,000;

(b) the Amended and Restated Permitted Subordinate Debt Subordination Agreement shall have been executed and delivered by the parties thereto; and

(c) in consideration of the increase to the Credit Facilities contemplated herein, the Administrative Agent shall have received an upfront fee in the amount of $5,000, to be allocated among the Lenders on a 50/50 basis.

ARTICLE 4- CONFIRMATIONS

4.01 **Confirmations of Borrower**

The Borrower confirms to the Lender as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects; and

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding.

4.02 **Confirmation of Guarantor**

The Guarantor confirms to the Lender that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 5 – MISCELLANEOUS

5.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

5.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

5.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

5.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

5.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

DocuSign Envelope ID: C22A5058-DA89-4F40-9056-BFA3116DB2E7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above by their respective representatives duly authorized in that behalf.

BORROWER:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

_____
Michael Butler

Witness: _____
Name:

ADMINISTRATIVE AGENT:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent

By: _____
Name: Robert Dyck
Title: ED & Country Manager

_____
Name: David Lay
Title: AVP

LENDERS:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

By: _____
Name: Robert Dyck
Title: ED & Country Manager

_____
Name: David Lay
Title: AVP

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email: john.tzortzis@laurentianbank.ca

By: _____
Name:
Title:

_____
Name:
Title:

ADMINISTRATIVE AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Administrative Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email: john.tzortzis@laurentianbank.ca

By: Marko Sijakovic
Name: Marko Sijakovic
Title: Director

_____
Name: P. Keroglidis
Title: Sr. Manager

ACKNOWLEDGED AND AGREED by:

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness:

DocuSigned by:
Eamonn McConnell
0EDA2FEFE15A4F9...

Name: Eamonn McConnell

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness:

DocuSigned by:
Mark Woolgar
1E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

EXHIBIT 1

Schedule B

Lenders and Commitments

Lender and Lending Office	Construction Facility	Swingline Facility*	LC Facility	Total Commitment
United Overseas Bank Limited, Vancouver Branch 650 West Georgia Street Suite 2400, PO Box 11616 Vancouver BC V6B 4N9 Attention: General Manager Facsimile No.: (604) 662-3356	Cdn. $51,012,000	Cdn. $1,000,000	Cdn. $2,500,000	Cdn. $53,512,000
Laurentian Bank of Canada 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2 Attention: John Tzortzis Email: john.tzortzis@laurentianbank.ca	$28,904,000	N/A	N/A	$28,904,000
Total	**$79,916,000**	**--**	**$2,500,000**	**Cdn. $82,416,000**

LC Lender/Issuing Bank: United Overseas Bank Limited, Vancouver Branch

Swingline Lender: United Overseas Bank Limited, Vancouver Branch

*Subset of Construction Facility Commitment

This is Exhibit “E” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

SECOND AMENDMENT TO CONSTRUCTION LOAN CREDIT AGREEMENT

This amending agreement is made as of December 19, 2024

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Agent"**),

- and -

THE FINANCIAL INSTITUTIONS from time to time parties to the Credit Agreement as lenders (the "**Lenders**")

- and -

MICHAEL BUTLER
(the "**Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated May 13, 2022, as amended by a first amending agreement dated September 30, 2022 (and as further amended, restated, supplemented, assigned and/or modified from time to time, collectively, the "**Credit Agreement**"), the Agent and Lenders established certain credit facilities in favour of the Borrower for the purpose of financing the construction costs associated with a residential condominium known as "The Manderley" to be constructed on the lands bearing a current municipal address of 1478-1496 Kingston Rd., Toronto, Ontario.

2) The Agent and Lenders have agreed to extend the Maturity Date and make certain other amendments to he Credit Agreement as a result of certain scheduling delays for the Project, on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1– INTERPRETATION

1.01 Definitions

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Definitions**

(a) The definition of "Minimum Deposit Commitment" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**"Minimum Deposit Commitment"** means Purchaser Deposits collected for all pre-sold Unit sales to be a minimum of $16,852,860 received and no less than $24,229,799 contracted for and received or to be received prior to occupancy, to be used as a source for funding the Project Costs.".

(b) The definition of "Maturity Date" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Maturity Date**" means, subject to an Extension pursuant to Section 6.01(1), July 31, 2025."

(c) The definition of "Permitted Subordinate Debt Credit Agreement" is hereby deleted and replaced with the following:

""**Permitted Subordinate Debt Credit Agreement**" means the credit agreement dated on or about the date hereof between the Borrower, as borrower, and the Permitted Subordinate Lender, as lender, as the same may be amended, restated, supplemented, replaced and/or otherwise modified from time to time."

(d) The following new definitions are added to Section 1.01 of the Credit Agreement:

""**Extension**" has the meaning ascribed thereto in Section 6.01(1)";

""**Extension Notice**" has the meaning ascribed thereto in Section 6.01(1)";

2.02 **Extension of Maturity Date**

(a) Section 6.01 of the Credit Agreement is hereby deleted in its entirety and replaced as follows:

"6.01. **Mandatory Repayment**

(1) Subject to Section 11.01, the Borrower will repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facilities on or before the Maturity Date (or, in the case of Loans outstanding under the Swingline Facility, on written demand by the Swingline Lender to the Borrower). Prior to the then-existing Maturity Date, and provided always that no demand has been made, the Borrower may exercise, by written notice given to the Agent (the "**Extension Notice**") not more than 75 days and not less than 30 days prior to the Maturity Date, two (2) options to extend the Maturity

Date for a period of 1 month each (each, an "**Extension**"). The Extension Notice shall certify that all representations and warranties made by the Obligors in the Loan Documents are true and correct (except where expressed to be given only as of a specified date and except for such qualifications to such representations and warranties which have been both disclosed to the Agent and Lenders in writing and accepted by the Agent and the Lenders) as if made as at the date of such Extension Notice and that no Default or Event of Default has occurred. Each Extension shall be subject to the following:

(a) no Default or Event of Default under this Agreement or the Permitted Subordinate Debt Credit Agreement shall have occurred and be continuing;

(b) receipt of evidence satisfactory to the Agent and Lenders, in their sole and unfettered discretion that the applicable one-month extension is required; and

(c) receipt of an extension fee in the amount of $2,500 per Lender; and

(d) such other matters as the Agent and/or the Lenders determine, acting reasonably, to be necessary.

(2) If the Agent determines that on any day:

(a) the Cost to Complete Margin exceeds the unutilized portion of the Construction Facility;

(b) the aggregate principal amount of all Loans under the Construction Facility exceeds the lesser of: (A) the Construction Facility Commitment, or (B) the Costs-In-Place Margin; or

(c) the aggregate face amount of all Letters of Credit issued under the LC Facility exceeds the LC Facility Commitment,

the Agent will notify the Borrower that such an event has occurred, and the Borrower will, within five (5) Business Days following receipt of such notice, as applicable, (i) repay Loans under the applicable Credit Facility in an amount equal to such excess, (ii) reduce the amount of one or more Letters of Credit by the amount of such excess, or (iii) provide cash collateral in respect of such Letters of Credit on terms and conditions acceptable to the LC Lender, acting reasonably, in an amount equal to such excess.

(2) The Borrower shall repay Loans outstanding under the Credit Facilities (with such repayments to be allocated first to the Construction Facility and then to the LC Facility as cash collateral) from the following amounts and once repaid such amounts may not be re-drawn:

(a) 100% of the net proceeds of any Debt ((including Permitted Subordinate Debt except if incurred for the purposes of paying Cost Overruns) secured by the Project and advanced after the date hereof;

(b) 100% of: (i) the Net Retail Component Sale Proceeds of any Disposition of the Retail Component or any portion thereof, or (ii) the net proceeds of any financing relating thereto as permitted hereunder, such repayment to be made on the closing date of the relevant transaction;

(c) 100% of the Net Sale Proceeds from completed Unit sales (including parking and lockers, if applicable, and including Purchaser Deposits which have not been released into the Project), such repayment to be made on the title transfer date (or, in the case of such Purchaser Deposits, on the date made available by the Westmount), or the next Business Day if time does not permit, of the relevant transaction;

(d) if the Construction Facility is fully advanced, Purchaser Deposits released from time to time to the Borrower in excess of the Minimum Deposit Commitment;

(e) the amount of any Interim Revenue not used to pay Project Costs, as verified by the Independent Cost Consultant; and

(f) 100% of the net proceeds of property insurance in respect of the Project, if not required to be applied towards replacement, restoration or rebuilding of same, on the terms and conditions set out herein."

2.03 **Schedule 1.01(E)**

Schedule 1.01(E) of the Credit Agreement is hereby deleted and replaced with Exhibit 1 attached hereto.

2.04 **Other Amendments**

(a) The references to "$19,500,000" in Sections 2.01(a) and 3.02(o) of the Credit Agreement are deleted and replaced with "$24,229,799".

(b) The reference to "$117,350,000" in Section 3.01(g)(xix)(D) is deleted and replaced with "$133,750,000".

(c) The following are hereby added as new subsections to Section 9.02(3) (Monthly Reports):

", (v) confirmation that the Borrower has 3 months' of sufficient funds available and/or reserved to meet the interest requirements under this Credit Agreement and the Permitted Subordinate Debt Credit Agreement, (vi) once occupancy has commenced at the Project, sufficient details regarding rental and occupancy income to confirm that equity is not being taken out of the Project, and (vii) confirmation that any project management fees have been included in the approved budget and are essential Project-related expenses.".

(d) The reference to "six (6) months" in Section 9.01(37) of the Credit Agreement is hereby deleted in its entirety and replaced with "one (1) month".

ARTICLE 3– CONDITIONS PRECEDENT

3.01 Conditions Precedent

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Permitted Subordinate Debt Credit Agreement;

(c) in consideration of the extension to the Credit Facilities contemplated herein, the Agent shall have received an upfront fee in the aggregate amount of $10,000, to be allocated among the Lenders on a 50/50 basis;

(d) the Agent will have received certified copies of the Organizational Documents of the Borrower and Guarantor, the resolutions authorizing the execution and delivery of, and performance of the Borrower's and Guarantor's obligations under, this Amending Agreement, and a certificate as to the incumbency of the officers of the Borrower and Guarantor;

(e) a currently dated letter of opinion of Obligors' Counsel as to such matters (including, without limitation, corporate existence and capacity, authorization, execution, delivery, enforceability, registration and perfection), in a form satisfactory to Lenders' Counsel, addressed to the Agent, the Lenders and to Lenders' Counsel will have been delivered to the Agent; and

(f) such other matters as the Agent and/or any Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 4 – CONFIRMATIONS

4.01 Confirmations of Borrower

The Borrower confirms to the Agent and Lenders as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any additional increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

4.02 **Confirmation of Guarantor**

The Guarantor confirms to the Agent and Lenders that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 5 – MISCELLANEOUS

5.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

5.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

5.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Agent and/or any Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

5.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

5.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and

it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above by their respective representatives duly authorized in that behalf.

BORROWER:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

_____

Michael Butler

Witness: _____

Name: Louis A. Gasbarre

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Robert Dyck
Title: ED & Country Manager

_____
Name: David Lay
Title: VP

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Robert Dyck
Title: ED & Country Manager

_____
Name: David Lay
Title: VP

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email:
john.tzortzis@laurentianbank.ca

By: _____
Name:
Title:

_____
Name:
Title:

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

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Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

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Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

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Name:
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Attention: John Tzortzis
Email:
john.tzortzis@laurentianbank.ca

By: _____
Name: John Tzortzis
Title: RVP

_____
Name: P. Keroglidis
Title: Sr. Manager

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ACKNOWLEDGED AND AGREED by:

DocuSigned by:
Louis Gasbarre
C9712B85BCB9495...

Witness: Louis Gasbarre

DocuSigned by:
Eamonn McConnell
0EDA2FEFE15A4F9...

Name: Eamonn McConnell

DocuSigned by:
Louis Gasbarre
C9712B85BCB9495...

Witness: Louis Gasbarre

DocuSigned by:
Mark Woolgar
1E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: 

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

EXHIBIT 1

Schedule 1.01(E)

See attached.

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

PROJECT COST & COST-TO-COMPLETE SUMMARY
(Ending November 30, 2024)

PROJECT BUDGET	31-Aug-24 FM PREVIOUS BUDGET	VARIANCE	FM CURRENT BUDGET	30-Nov-24 COST TO DATE	31-Aug-24 PREVIOUS COST TO DATE	CURRENT COSTS	CO
FINANCE							
63 Commitment Fees - Facility 3 UOB (Construction Financing)	421,650	0	421,650	421,650	421,650	0	
64 Commitment Fees - QuidPro (1st Mortage)	132,500	0	132,500	132,500	132,500	0	
65 Commitment Fees - QuidPro (2nd Mortage)	10,000	0	10,000	10,000	10,000	0	
66 Commitment Fees - UOB (Mezzanine Loan)	75,000	(9,750)	65,250	40,000	40,000	0	
67 Commitment Fees - Facility 1 UOB (Pre-Development Loan)	64,000	0	64,000	64,000	64,000	0	
68 Commitment Fees - Facility 2 UOB (Bridge Loan)	0	0	0			0	
69 Stand-By Fee - Facility 3 UOB (Construction Financing)	668,410	28,704	697,115	680,769	659,588	21,181	
70 Stand-By Fee - Facility 2 UOB (Bridge Loan)	0	0	0			0	
71 Extension Fee - Facility 1 UOB (Mezz Loan)	Excluded	0	Excluded			0	
72 Extension Fee - Facility 2 UOB (Construction Loan)	Excluded	0	Excluded			0	
73 Arrangement Fee - Facility 3 UOB (0.15%)	117,495	0	117,495	26,549	26,549	0	
74 Agency Fee ($30,000 per annum)	90,000	0	90,000	60,000	60,000	0	
75 Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	44,433	0	44,433	17,884	17,884	0	
76 Letter of Credit Fees ($2.5m x 1.5% - as per UOB) (as per Owner)	75,000	56,250	131,250	21,736	21,736	0	
77 Appraisal (as per Owner)	8,175	0	8,175	8,175	8,175	0	
78 Project Monitor	204,596	33,043	237,639	192,820	188,139	4,680	
79 Deposit Insurance Fees	657,423	15,272	672,695	471,083	444,190	26,893	
80 Swing Line - UOB	100,000	0	100,000	100,000	100,000	0	
81 Swing Line - UOB (Credit)	(100,000)	100,000	0			0	
82 1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	0	
83 2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	0	
84 Mezzanine Loan Interest (UOB) (as per Owner)	2,000,000	350,000	2,350,000	1,853,561	1,718,382	135,180	
85 Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	597,444	0	597,444	597,444	597,444	0	
86 Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	451,733	0	451,733	451,733	451,733	0	
87 Construction Loan Interest - Facility 3 UOB (Construction Financing)	7,096,305	1,520,529	8,616,834	5,889,919	5,216,071	673,848	2
FINANCE SUBTOTAL	**14,348,661**	**2,094,049**	**16,442,710**	**12,674,319**	**11,812,538**	**861,782**	3
OPERATING COSTS & INCOME							
88 Operating Costs	255,637	(59,233)	196,404			0	
89 Occupancy Income	(1,617,138)	659,611	(957,527)			0	
90 Interest Earned on Deposits	(352,373)	171,121	(181,252)			0	
91 Interest Payable on Deposits	0	0	0			0	
92 Warranty Reserve (as per Owner)	197,000	197,000	394,000			0	
OPERATING COSTS & INCOME SUBTOTAL	**(1,516,874)**	**968,499**	**(548,375)**	**0**	**0**	**0**	
CONTINGENCY							
93 Construction Contingency	638,845	122,958	761,803			0	
94 Construction Tendering & Marketing Contingency	0	0	0			0	
95 Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			0	
96 Development Contingency	37,466	105,855	143,322			0	
CONTINGENCY SUBTOTAL	**676,311**	**228,814**	**905,125**	**0**	**0**	**0**	
HARMONIZED SALES TAX							
97 H.S.T. on Monthly Payables	9,828,844	0	9,828,844	6,958,383	6,432,256	526,127	2
98 H.S.T. Monthly Input Tax Credit	(9,828,844)	0	(9,828,844)	(6,350,755)	(6,350,755)	0	(3
99 H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			0	
HST SUBTOTAL	0	0	**0**	**607,628**	**81,501**	**526,127**	
PROJECT BUDGET	**126,850,000**	**6,900,000**	**133,750,000**	**103,036,706**	**97,363,125**	**5,673,581**	30
	126,850,000	6,900,000	133,750,000				
			Less Holdback Retained	(3,675,586)	(3,313,523)	(362,063)	3
			Add Holdback Released	356,414	356,414	0	
			Net Cost to Date	**99,717,534**	**94,406,016**	**5,311,518**	34
				99,717,534	94,406,016	5,311,518	34

207511/546361
MT MTDOCS 53008847v1

This is Exhibit “F” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

THIRD AMENDMENT TO CONSTRUCTION LOAN CREDIT AGREEMENT

This amending agreement is made as of September 30, 2025

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Agent"**),

- and -

THE FINANCIAL INSTITUTIONS from time to time parties to the Credit Agreement as lenders (the "**Lenders**")

- and -

MICHAEL BUTLER
(the "**Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated as of May 13, 2022, as amended by a first amending agreement dated as of September 30, 2022 and a second amending agreement dated as of December 19, 2024 (the "**Credit Agreement**"), the Lenders established certain credit facilities in favour of the Borrower for the purpose of financing the construction costs associated with a residential condominium known as "The Manderley" to be constructed on the lands bearing a current municipal address of 1478-1496 Kingston Road, Toronto, Ontario.

2) The Agent and Lenders have agreed to extend the Maturity Date and make certain other amendments to the Credit Agreement as a result of certain scheduling delays for the Project, on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1– INTERPRETATION

1.01 Definitions

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Extension of Maturity Date**

(a) The definition of "Maturity Date" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Maturity Date**" means December 31, 2025."

(b) The definitions of "Extension" and "Extension Notice" are deleted from Section 1.01 of the Credit Agreement.

(c) Section 6.01 of the Credit Agreement is hereby deleted in its entirety and replaced as follows:

"6.01. **Mandatory Repayment**

(1) Subject to Section 11.01, the Borrower will repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facilities on or before the Maturity Date (or, in the case of Loans outstanding under the Swingline Facility, on written demand by the Swingline Lender to the Borrower).

(2) If the Agent determines that on any day:

(a) the Cost to Complete Margin exceeds the unutilized portion of the Construction Facility;

(b) the aggregate principal amount of all Loans under the Construction Facility exceeds the lesser of: (A) the Construction Facility Commitment, or (B) the Costs-In-Place Margin; or

(c) the aggregate face amount of all Letters of Credit issued under the LC Facility exceeds the LC Facility Commitment,

the Agent will notify the Borrower that such an event has occurred, and the Borrower will, within five (5) Business Days following receipt of such notice, as applicable, (i) repay Loans under the applicable Credit Facility in an amount equal to such excess, (ii) reduce the amount of one or more Letters of Credit by the amount of such excess, or (iii) provide cash collateral in respect of such Letters of Credit on terms and conditions acceptable to the LC Lender, acting reasonably, in an amount equal to such excess.

(3) The Borrower shall repay Loans outstanding under the Credit Facilities (with such repayments to be allocated first to the Construction Facility and then to the LC Facility as cash collateral) from the following amounts and once repaid such amounts may not be re-drawn:

(a) 100% of the net proceeds of any Debt ((including Permitted Subordinate Debt except if incurred for the purposes of paying Cost Overruns) secured by the Project and advanced after the date hereof;

(b) 100% of: (i) the Net Retail Component Sale Proceeds of any Disposition of the Retail Component or any portion thereof, or (ii) the net proceeds of any financing relating thereto as permitted hereunder, such repayment to be made on the closing date of the relevant transaction;

(c) 100% of the Net Sale Proceeds from completed Unit sales (including parking and lockers, if applicable, and including Purchaser Deposits which have not been released into the Project), such repayment to be made on the title transfer date (or, in the case of such Purchaser Deposits, on the date made available by the Westmount), or the next Business Day if time does not permit, of the relevant transaction;

(d) if the Construction Facility is fully advanced, Purchaser Deposits released from time to time to the Borrower in excess of the Minimum Deposit Commitment;

(e) the amount of any Interim Revenue not used to pay Project Costs, as verified by the Independent Cost Consultant; and

(f) 100% of the net proceeds of property insurance in respect of the Project, if not required to be applied towards replacement, restoration or rebuilding of same, on the terms and conditions set out herein."

2.02 **Schedule 1.01(E)**

Schedule 1.01(E) of the Credit Agreement is hereby deleted and replaced with Exhibit 1 attached hereto.

ARTICLE 3 – EXTENSION FEE

3.01 **Extension Fee**

In consideration of the extension to the Credit Facilities contemplated herein, the Agent shall have received an extension fee in the aggregate amount of $15,000, to be allocated among the Lenders on a 50/50 basis, which is fully earned as of the date hereof and will be payable as follows:

(i)	Execution of this Agreement	-	$5,000
(ii)	November 1	-	$5,000
(iii)	December 1	-	$5,000

ARTICLE 4 – CONDITIONS PRECEDENT

4.01 **Conditions Precedent**

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Permitted Subordinate Debt Credit Agreement; and

(c) such other matters as the Agent and/or any Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 5 – CONFIRMATIONS

5.01 **Confirmations of Borrower**

The Borrower confirms to the Agent and Lenders as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any additional increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

5.02 **Confirmation of Guarantor**

The Guarantor confirms to the Agent and Lenders that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 6 – MISCELLANEOUS

6.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

6.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

6.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Agent and/or any Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

6.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

6.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above by their respective representatives duly authorized in that behalf.

BORROWER: **NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.**

By: _____

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

Witness:

_____ _____

Michael Butler Name: Louis Gasbarre

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Robert Dyck
Title: Executive Director & Country Manager

_____
Name: David Lay
Title: Vice President

LENDERS:

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By: _____
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Title:

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Email:
john.tzortzis@laurentianbank.ca

By: _____
Name: John Tzortzis
Title: RVP

_____
Name: P. Keroglidis
Title: Sr. Manager

ACKNOWLEDGED AND AGREED by:

Witness:

Name: Eamonn McConnell

Witness:

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

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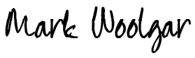
ACKNOWLEDGED AND AGREED by:

Witness:

Name: Eamonn McConnell



Witness: Louis Gasbarre



Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: 

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

EXHIBIT 1

Schedule 1.01(E)

See attached.

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

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66 Commitment Fees - UOB (Mezzanine Loan)	65,250	0	65,250	40,000	40,000	
67 Commitment Fees - Facility 1 UOB (Pre-Development Loan)	64,000	0	64,000	64,000	64,000	
68 Commitment Fees - Facility 2 UOB (Bridge Loan)	0	0	0			
69 Stand-By Fee - Facility 3 UOB (Construction Financing)	711,722	8,433	720,155	717,276	711,722	
70 Stand-By Fee - Facility 2 UOB (Bridge Loan)	0	0	0			
71 Extension Fee - Facility 1 UOB (Mezz Loan)	Excluded	9,050	9,050			
72 Extension Fee - Facility 2 UOB (Construction Loan)	Excluded	15,000	15,000			
73 Arrangement Fee - Facility 3 UOB (0.15%)	42,495	0	42,495	26,549	26,549	
74 Agency Fee ($30,000 per annum)	90,000	0	90,000	90,000	90,000	
75 Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	44,433	0	44,433	17,884	17,884	
76 Letter of Credit Fees ($2.5m x 1.5% - as per UOB) (as per Owner)	01,250	0	01,250	21,736	21,736	
77 Appraisal (as per Owner)	8,175	0	8,175	8,175	8,175	
78 Project Monitor	290,112	0	290,112	253,502	251,531	
79 Deposit Insurance Fees	673,285	107,736	781,020	614,103	551,211	
80 Swing Line - UOB	100,000	0	100,000	100,000	100,000	
81 Swing Line - UOB (Credit)	0	0	0			
82 1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	
83 2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	
84 Mezzanine Loan Interest (UOB) (as per Owner)	2,426,701	298,503	2,725,205	2,514,896	2,311,930	
85 Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	597,444	0	597,444	597,444	597,444	
86 Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	451,733	0	451,733	451,733	451,733	
87 Construction Loan Interest - Facility 3 UOB (Construction Financing)	8,931,384	1,184,868	10,116,252	8,876,687	8,081,936	
FINANCE SUBTOTAL	16,776,650	1,623,590	18,400,221	16,554,433	15,524,458	
OPERATING COSTS & INCOME						
88 Operating Costs	403,200	(28,999)	374,201	89,201	3,140	
89 Occupancy Income	(1,285,546)	(49,875)	(1,335,421)			
90 Interest Earned on Deposits	(216,821)	7,736	(209,084)			
91 Interest Payable on Deposits	0	0	0			
92 Warranty Reserve (as per Owner)	394,000	0	394,000			
OPERATING COSTS & INCOME SUBTOTAL	(705,167)	(71,137)	(776,303)	89,201	3,140	
CONTINGENCY						
93 Construction Contingency	521,761	(60,000)	461,761			
94 Construction Tendering & Marketing Contingency	0	0	0			
95 Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			
96 Development Contingency	82,595	(2,334)	80,262			
CONTINGENCY SUBTOTAL	604,356	(62,334)	542,023	0	0	
HARMONIZED SALES TAX						
97 H.S.T. on Monthly Payables	9,828,844	1,370,195	11,199,039	8,740,476	8,475,505	
98 H.S.T. Monthly Input Tax Credit	(9,828,844)	(1,370,195)	(11,199,039)	(8,305,755)	(8,055,755)	
99 H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			
HST SUBTOTAL	0	0	0	434,722	419,750	
PROJECT BUDGET	133,750,000	2,322,000	136,072,000	120,117,293	117,007,495	
	133,750,000	2,322,000	136,072,000			
Less Holdback Retained				(4,571,886)	(4,556,883)	
Add Holdback Released				1,578,243	1,578,243	
Net Cost to Date				117,023,561	114,026,855	
				117,023,561	114,026,855	

207511/546361
MTDOCS 62491269

This is Exhibit “G” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

FOURTH AMENDMENT TO CONSTRUCTION LOAN CREDIT AGREEMENT

This amending agreement is made as of December 31, 2025

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Agent"**),

- and -

THE FINANCIAL INSTITUTIONS from time to time parties to the Credit Agreement as lenders (the "**Lenders**")

- and -

MICHAEL BUTLER
(the "**Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated as of May 13, 2022, as amended by a first amending agreement dated as of September 30, 2022 a second amending agreement dated as of December 19, 2024, and a third amending agreement dated September 30, 2025 (collectively, the "**Credit Agreement**"), the Lenders established certain credit facilities in favour of the Borrower for the purpose of financing the construction costs associated with a residential condominium known as "The Manderley" to be constructed on the lands bearing a current municipal address of 1478-1496 Kingston Road, Toronto, Ontario.

2) The Agent and Lenders have agreed to extend the Maturity Date and make certain other amendments to the Credit Agreement as a result of certain scheduling delays for the Project, on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1– INTERPRETATION

1.01 Definitions

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Extension of Maturity Date**

(a) The definition of "Maturity Date" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Maturity Date**" means January 31, 2026."

2.02 **No Further Drawdowns**

(a) Notwithstanding anything to the contrary in the Credit Agreement, the parties hereby confirm that there shall be no further Drawdowns under the Credit Facilities (which includes, for clarity, the Construction Facility, the LC Facility, and the Swingline Facility).

(b) Any additional funds required in respect of Project Costs shall be funded solely by Project Equity (or, in respect of debt service payments only, by drawdowns pursuant to the Permitted Subordinate Debt Credit Agreement (as amended to the date hereof).

ARTICLE 3– EXTENSION FEE

3.01 **Extension Fee**

In consideration of the extension to the Credit Facilities contemplated herein, the Agent shall have received an extension fee in the aggregate amount of $5,000, to be allocated among the Lenders on a 50/50 basis, which is fully earned as of the date hereof.

ARTICLE 4 – CONDITIONS PRECEDENT

4.01 **Conditions Precedent**

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) the Administrative Agent shall have received a sub-search from Lenders' Counsel confirming that no Encumbrances have been registered on title to the Project Lands since the date of the prior Drawdown other than Permitted Encumbrances;

(c) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Permitted Subordinate Debt Credit Agreement; and

(d) such other matters as the Agent and/or any Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 5 – CONFIRMATIONS

5.01 **Confirmations of Borrower**

The Borrower confirms to the Agent and Lenders as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

5.02 **Confirmation of Guarantor**

The Guarantor confirms to the Agent and Lenders that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 6 – MISCELLANEOUS

6.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

6.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

6.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Agent and/or any Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

6.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

6.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above by their respective representatives duly authorized in that behalf.

BORROWER:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: 

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:



Michael Butler

Witness: 

Name:

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Robert Dyck
Title: Executive Director & Country Manager

_____
Name: David Lay
Title: Vice President

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Robert Dyck
Title: Executive Director & Country Manager

_____
Name: David Lay
Title: Vice President

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email:
john.tzortzis@laurentianbank.ca

By: _____
Name:
Title:

_____
Name:
Title:

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: John Tzortzis
Email:
john.tzortzis@laurentianbank.ca

By: _____
Name: John Tzortzis
Title: Regional Vice President, Real Estate

_____
Name: P. Keroglidis,
Title: Sr. Manager

Docusign Envelope ID: 8A63642C-6DE0-4F96-977B-39455F81436D

ACKNOWLEDGED AND AGREED by:

Signed by:
F92C936113484CD...

Witness: Louis Gasbarre

DocuSigned by:
Eamonn McConnell
6EDA2FEFE15A4F9...

Name: Eamonn McConnell

Signed by:
F92C936113484CD...

Witness: Louis Gasbarre

DocuSigned by:
Mark Woolgar
1E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

207511/546361
MTDOCS 63631848

This is Exhibit “H” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

CREDIT AGREEMENT

BETWEEN

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
as Borrower

AND

UNITED OVERSEAS BANK LIMITED, Vancouver Branch
as Lender

MADE AS OF

May 13, 2022

McCarthy Tétrault LLP
Devry Smith Frank LLP

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION....1

1.01 Definitions....1
1.02 Extended Meanings....18
1.03 Accounting Principles....18
1.04 Interest Calculations and Payments....19
1.05 Permitted Encumbrances....19
1.06 Currency....19
1.07 Conflicts....19
1.08 Nature of Liability....19
1.09 Schedules....20

ARTICLE 2 - THE CREDIT FACILITY....20

2.01 Credit Facility....20
2.02 Purpose of Credit Facility....20
2.03 Manner of Borrowing....20
2.04 Drawdown Procedure and Restrictions....20
2.05 Irrevocability....21
2.06 Account of Record....21

ARTICLE 3 - DISBURSEMENT CONDITIONS....21

3.01 Conditions Precedent to First Drawdown....21
3.02 Conditions Precedent to Subsequent Drawdowns under the Credit Facility....27
3.03 Waiver....30

ARTICLE 4 - PAYMENTS OF INTEREST AND FEES....30

4.01 Interest on Prime Rate Loans....30
4.02 Upfront Fee....30
4.03 Extension Fee....31
4.04 Discharge Fees....31
4.05 Maximum Rate of Interest....31
4.06 Interest on Excess Loans, Unpaid Costs and Expenses....31

ARTICLE 5 - REPAYMENT....31

5.01 Mandatory Repayment....31
5.02 Voluntary Prepayments and Reductions....32

ARTICLE 6 - PLACE AND APPLICATION OF PAYMENTS....32

6.01 Place of Payment of Principal, Interest and Fees....32

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES....33

7.01 Representations and Warranties....33

7.02 Survival and Repetition of Representations and Warranties 38

ARTICLE 8 – COVENANTS 38

8.01 Positive Covenants 38
8.02 Reporting Requirements 52
8.03 Negative Covenants 52

ARTICLE 9 - SECURITY 55

9.01 Security 55
9.02 After Acquired Property and Further Assurances 56
9.03 Form of Security 56
9.04 Unit Discharge Program 56
9.05 Condominium Documents/Replacement Charge 57

ARTICLE 10 - DEFAULT 57

10.01 Events of Default 57
10.02 Acceleration and Enforcement 60
10.03 Remedies Cumulative 60
10.04 Perform Obligations 60
10.05 Third Parties 61
10.06 Application of Payments 61

ARTICLE 11 - CHANGE IN CIRCUMSTANCES AND INDEMNITIES 61

11.01 Increased Costs 61
11.02 Taxes 62
11.03 Illegality 63
11.04 Indemnity by the Borrower 63
11.05 Specific Environmental Indemnification 64

ARTICLE 12 – GENERAL 65

12.01 Costs and Expenses 65
12.02 Governing Law, Jurisdiction, Etc. 65
12.03 Confidentiality 65
12.04 Benefit and Burden of Agreement 66
12.05 No Assignment by the Borrower 66
12.06 Assignment or Participation by Lender 66
12.07 Notices 67
12.08 Effect of Assignment 67
12.09 Survival 67
12.10 Severability 68
12.11 Further Assurances 68
12.12 Amendments and Waivers 68
12.13 Time of the Essence 68

CREDIT AGREEMENT

THIS AGREEMENT is made as of May 13, 2022

BETWEEN

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH
(the **"Lender"**).

WHEREAS the Borrower has requested the Credit Facility to assist the Borrower with the minimum equity requirements associated with the construction and development of the Project, and the Lender has agreed to provide the Credit Facility to the Borrower upon and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 **Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under direct or indirect common Control with the Person specified.

"Agreement" means this credit agreement, including its recitals and schedules.

"Applicable Law" means:

(i) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise);

(ii) any judgment, order, writ, injunction, decision, ruling, decree or award;

(iii) any regulatory policy, practice, guideline or directive; or

(iv) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"Appraisal" means a report prepared by an Appraiser who will be engaged based on a mandate letter acceptable to the Lender, acting reasonably.

"Appraiser" means an Accredited Appraiser Canadian Institute (AACI) designated real estate appraiser acceptable to the Lender, acting reasonably.

"Architect" means IBI Group or such other architect approved by the Lender, acting reasonably.

"Architect Contract" means the agreement between the Architect and the Borrower relating to the Project, as such agreement may be amended, restated or supplemented as permitted hereunder.

"Arm's Length" has the meaning ascribed to such term as set out in section 251 of the *Income Tax Act* (Canada).

"Assignment of Condominium Sales Agreements and Deposits" means the assignment by the Borrower to the Lender of its rights under Condominium Sales Agreements, together with the Purchaser Deposits (subject to the prior security interests of the Senior Agent and Westmount), as amended, modified, supplemented or restated from time to time.

"Assignment of Material Project Agreements" means the assignment of Material Project Agreements given by the Borrower to the Lender in a form acceptable to the Lender, which assignment will be acknowledged by the Construction Manager and all major Contractors required by the Lender.

"Borrower" means Nova Ridge (Manderley) Limited Partnership, its successors and permitted assigns, or where the context requires, means the Borrower GP (as defined below) acting in its capacity as general partner of Nova Ridge (Manderley) Limited Partnership.

"Borrower GP" means Nova Ridge (Manderley) GP Corp., its successors and permitted assigns.

"Budgeted Project Costs" means the costs associated with the acquisition of the Project Lands and all budgeted Hard Costs and all budgeted Soft Costs described as a line item in the Project Budget, including any Contingency Amount of budgeted Hard Costs and budgeted Soft Costs, as same may be amended from time to time in accordance with the terms of this Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Vancouver, British Columbia and Toronto, Ontario.

"Canadian Dollars" and **"Cdn. $"** mean the lawful money of Canada.

"Capital Lease" means a capital lease or a lease that should be treated as a capital lease under GAAP.

"Certificate of Substantial Completion" means a certificate to be issued by the Independent Cost Consultant certifying that "substantial performance" of the Construction Contracts for the Project has been achieved in accordance with Section 2(1) of the *Construction Act* (Ontario), and in such regard, the Independent Cost Consultant may rely on the Certificate of Substantial Performance.

"Certificate of Substantial Performance" means a certificate to be issued by the Architect and/or other relevant Consultant(s) certifying that, in respect of the relevant portion of Construction for the Project:

(i) the Construction Contracts for the relevant improvements have been substantially performed as described in Paragraph 2(1)(a) of the *Construction Act* (Ontario); and

(ii) such Construction has been completed in accordance, and complies in all material respects, with all applicable by-laws (including, without limitation, municipal building and zoning by-laws), building code requirements, approvals, minor variances and the Plans and Specifications.

"City" means the City of Toronto (except where reference is being made to the location of the Collateral Property, in which case "**City**" means the City of Mississauga).

"Collateral Beneficial Owner's Agreement" means the authorization, direction and consent pursuant to which the Collateral Guarantor authorizes and directs the Collateral Guarantor GP, in its capacity as nominee owner of the Collateral Property on behalf of the Collateral Guarantor, to execute and deliver to the Lender the Collateral Debenture.

"Collateral Debenture" means the demand debenture (which, for greater certainty, the Lender shall be entitled to demand under only following an Event of Default that is continuing) in the principal amount of $2,500,000 to be granted by the Collateral Guarantor in favour of, and in a form acceptable to, the Lender as security for the Obligations of the Collateral Guarantor under the Collateral Guarantee and constituting a second charge on the Collateral Property and assets related to the Collateral Property (subject only to the Collateral Property First Mortgage), such debenture to include, *inter alia*, (i) a general security agreement relating to all present and future personal property of the Collateral Guarantor located in, on or at, acquired or used in connection with, arising from, or otherwise relating to, the Collateral Property, (ii) a general assignment of all book debts, leases and rents in respect of the Collateral Property and (iii) an assignment of property insurance proceeds with respect to the Collateral Property.

"**Collateral Guarantee**" means the guarantee and postponement of claim of the Collateral Guarantor in form and content satisfactory to the Lender.

"Collateral Guarantor" means Nova Ridge (Queensway) LP, its successors and permitted assigns, or where the context requires, means the Collateral Guarantor GP (as defined below) acting in its capacity as general partner of Nova Ridge (Queensway) LP.

"Collateral Guarantor GP" means Nova Ridge (Queensway) GP Corp., its successors and assigns.

"Collateral Property" means the lands and premises legally described in Schedule C annexed hereto.

"Collateral Property First Mortgage" means the first mortgage in the principal amount of $7,000,000 in favour of First National Financial GP Corporation registered against the Collateral Property on February 25, 2022 as instrument no. PR4001643.

"Commitment" means $7,000,000.

"Commitment Expiry Date" has the meaning set out in Section 2.04(4).

"Compliance Certificate" means the certificate required pursuant to Section 8.02(2), substantially in the form attached as Schedule 1.01(A), signed by any senior officer of the Borrower.

"Condominium Act" means the *Condominium Act*, S.O. 1998, c. 19, as amended or replaced from time to time.

"Condominium Documents" means the Declaration, condominium corporation by-laws (or agreements relating thereto), shared facility agreements, insurance trust agreement (if any) or other documents relating to the creation and operation of the Project (as defined below).

"Condominium Sales Agreements" means purchase and sale agreements in respect of the Units.

"Construction" means the design and construction of the Project in accordance with the Plans and Specifications.

"Construction Completion" means the date on which:

(i) Construction has been completed to the standard required for delivery under the related Condominium Sales Agreements; and

(ii) the Borrower has received all relevant occupancy permits for the Project and passed inspections of the Project required by Governmental Authorities (other than those inspections required to be made in respect of work undertaken by purchasers under Condominium Sales Agreements).

"Construction Contracts" means all contracts, subcontracts and agreements entered into by or on behalf of the Borrower relating to the Construction, including contracts, subcontracts and agreements relating to the supply of materials or services to or for the Project.

"Construction Management Agreement" means the construction management agreement relating to the Construction of the Project between the Borrower and the Construction Manager made as of January 28, 2020 as such agreement may be amended, restated, supplemented or replaced as permitted hereunder.

"Construction Manager" means Wilkinson Construction Services Inc., its successors and assigns.

"Construction Schedule" means the construction schedule provided to and approved by the Lender, acting reasonably, as it may be amended from time to time pursuant to the provisions of Section 8.03(17).

"Consultant Contracts" means the contracts entered into by or on behalf of the Borrower and each of the Consultants, as the same may be amended, restated, supplemented or replaced as permitted hereunder.

"Consultants" means, as applicable, the Architect, the Mechanical and Electrical Consultant, the Engineers, any geotechnical and environmental engineers for the Project, and such other consultants as are listed in Schedule 1.01(B).

"Contingency Amount" means, with respect to the Project Budget, the amount, if any, of any contingency provided in respect of the calculation of Project Costs.

"Contractors" means the contractors, sub-contractors and suppliers retained by or on behalf of the Borrower in connection with the Construction of the Project.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"Cost Overrun and Completion Guarantee" means the cost overrun and completion guarantee made by the Guarantor in favour of the Lender, as such guarantee may be amended or restated from time to time.

"Cost Overruns" means the positive difference, if any, between the then applicable Cost to Complete and the amount of all unpaid Budgeted Project Costs (which, for greater certainty, includes any Contingency Amount) attributable to the Construction in respect of which the Cost to Complete relates.

"Costs-In-Place Margin" means, at the relevant time of calculation, Project Costs incurred to the date of calculation, as established by the Lender (with the assistance of the Independent Cost Consultant), for cost items for the Project in accordance with the Project Budget, less the sum of:

(a) Project Equity, including any additional Project Equity required to fund Cost Overruns;

(b) unpaid Project payables, excluding Holdbacks and those to be paid from the requested Drawdown;

(c) the amount of the Senior Construction Facility funded to date, if any;

(d) Holdbacks that have not yet been released in accordance with the *Construction Act* (Ontario);

(e) Interim Revenue received to date;

(f) Purchaser Deposits which have been released to the Borrower or will be released in conjunction with the requested Drawdown; and

(g) Deferred Costs incurred to date.

"Cost to Complete" means, at any given date, that amount established by the Lender (with the assistance of the Independent Cost Consultant), which is the aggregate of (without duplication):

(i) the amount of all Project Costs not then incurred; and

(ii) the amount of all Project Costs incurred, to the extent not paid in full (including all Holdbacks),

as of such date.

"Cost to Complete Margin" means the Cost to Complete (but excluding unpaid Project payables to be paid from the requested Drawdown);

less the sum of:

(a) the amount of the Senior Construction Facility remaining to be funded;

(b) Forecasted Interim Revenue;

(c) Purchaser Deposits which are being held in trust on terms acceptable to the Lender and are to be released to the Borrower during the course of Construction under terms acceptable to the Lender; and

(d) Deferred Costs.

"Credit Facility" has the meaning set out in Section 2.01.

"Debenture" means the demand debenture (which, for greater certainty, the Lender shall be entitled to demand under only following an Event of Default that is continuing) in the principal amount of $100,000,000 to be granted by the Borrower in favour of, and in a form acceptable to, the Lender as security for the Obligations (as defined herein) and the "Obligations" (as defined in the Senior Credit Agreement) and constituting a first charge on the Project Lands and assets related to the Project (other than Permitted Encumbrances and other than Purchaser Deposits, in which case the security interest created by the Debenture shall form a second charge subject only to the security interest created by the Westmount Mortgage), such debenture to include, *inter alia*, (i) a general security agreement relating to all present and future personal property of the Borrower located in, on or at, acquired or used in connection with, arising from, or otherwise relating to, the Project, (ii) a general assignment of all book debts, leases and rents in respect of the Project and (iii) an assignment of property insurance proceeds with respect to the Project.

"Debt" means, with respect to any Person, all obligations that, in accordance with GAAP, would then be classified as a liability of such Person, and, without duplication, includes, with respect to such Person,

(i) an obligation in respect of borrowed money or for the deferred purchase price of Property or services or an obligation that is evidenced by a note, bond, debenture or any other similar instrument;

(ii) a transfer with an obligation to repurchase, to the extent of the liability of such Person with respect thereto;

(iii) an obligation under a Capital Lease;

(iv) an obligation under a residual value guarantee made with respect to an operating lease in which such Person is the lessee;

(v) a reimbursement obligation or other obligation in connection with a bankers' acceptance or any similar instrument, or letter of credit or letter of guarantee issued by or for the account of such Person;

(vi) a contingent obligation to the extent that the primary obligation guaranteed or indemnified would be classified as "Debt" (within the meaning of this definition) of such Person; or

(vii) the aggregate amount at which any shares of such Person that are redeemable or retractable at the option of the holder of such shares (except where the holder is such Person) may be redeemed or retracted prior to the Maturity Date for cash or obligations constituting Debt or any combination thereof;

provided, however, that there will not be included for the purpose of this definition any obligation that is on account of (A) reserves for deferred income taxes or general contingencies, (B) minority interests in subsidiaries, (C) trade accounts payable and accrued liabilities (including contract loans and income taxes payable) incurred in the ordinary course of business, or (D) Purchaser Deposits or deposits made by tenants pursuant to the terms of their related Leases.

"Declaration" means the declaration or declarations, which, together with the description, shall be registered under the Condominium Act and will subject the Project or portion(s) thereof to the provisions of the Condominium Act, and all amendments to such declaration or declarations.

"Default" means any event or condition that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

"Deferred Costs" means Budgeted Project Costs which are not required to be paid until the closing of Unit sales.

"Disposition" means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any Property or of any right, title or interest in or to any Property, and the verb **"Dispose"** has a corresponding meaning.

"Distribution" means, with respect to any Person:

(i) any payment, declaration of dividend or other distribution (including repayment of Debt), whether in cash or Property (but expressly excluding any distribution by way of the payment of dividends by the issuance of equity securities of an issuer), to any holder of shares of such Person; or

(ii) any repurchase, redemption, retraction or other retirement or purchase for cancellation of shares of such Person, or of any options, warrants or other rights to acquire any of such shares,

and the verb **"Distribute"** has a corresponding meaning.

"Drawdown" means the advance of a Prime Rate Loan.

"Drawdown Date" means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof.

"Drawdown Notice" means a notice, substantially in the form set out in Schedule 1.01(C), to be given to the Lender by the Borrower pursuant to Section 2.04.

"Encumbrance" means, with respect to any Person, any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person's Property, or any consignment by way of security or Capital Lease of Property by such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation, and **"Encumbrances"**, **"Encumbrancer"**, **"Encumber"** and **"Encumbered"** have corresponding meanings.

"Engineers" means the structural, mechanical & electrical, landscape, geotechnical and environmental, and such other engineers as may be retained by or behalf of the Borrower in connection with the Construction of the Project, as approved by the Lender acting reasonably.

"Engineering Contracts" means, collectively, the agreements entered into by or on behalf of the Borrower and the Engineers, as such agreements may be amended, restated or supplemented as permitted hereunder.

"**Environmental Indemnity**" means the environmental indemnity executed by the Borrower and the Guarantor, in favour of the Lender, in form satisfactory to the Lender, acting reasonably.

"Environmental Law" means any Applicable Law relating to the environment, including those pertaining to:

(i) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances, and

(ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

"Event of Default" has the meaning set out in Section 10.01.

"Excluded Taxes" means, with respect to the Lender, (i) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which its lending office is located, and (ii) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located.

"Financial Assistance" means, without duplication and with respect to any Person, all loans granted by that Person and guarantees or contingent obligations incurred by that Person for the purpose of or having the effect of providing financial assistance to another Person or Persons, including letters of guarantee, letters of credit, legally binding comfort letters or indemnities issued in connection therewith, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business), obligations to purchase assets regardless of the delivery or non-delivery thereof and obligations to make advances or otherwise provide financial assistance to any other Person.

"Fiscal Quarter" means the three-month period commencing on the first day of each Fiscal Year and each such successive three-month period thereafter during such Fiscal Year.

"Fiscal Year" means the fiscal year of a Person, which, in the case of the Borrower, currently ends on December 31.

"Force Majeure" means any of the following events which prevents or materially impairs the Construction of the Project and is not caused by the Borrower and is beyond the reasonable control of the Borrower: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour, materials and supplies (after all commercially reasonable efforts have been made by the Borrower to obtain replacement for such labour, materials and supplies) or orders (including as a result of pandemics, epidemics, public health emergencies, including but not limited to COVID-19), legislation, regulations and directives of any Governmental Authorities. For greater certainty, lack of funds, the state of the market or any wilful or negligent act or omission on the part of the Borrower does not constitute Force Majeure.

"Forecasted Interim Revenue" means forecasted Interim Revenue, if any, to be received during the Construction period.

"GAAP" means those accounting principles that are from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute.

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, the Superintendent of Financial Institutions or other comparable authority or agency.

"Gross Sale Price" or **"Gross Sale Proceeds"** means the gross sale price (inclusive of HST) set out in a Condominium Sales Agreement relating to the sale of a Unit.

"**Guarantee**" means the unlimited guarantee and postponement of claim of the Guarantor in form and content satisfactory to the Lender.

"Guarantor" means Michael Butler.

"Hard Costs" means amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with Construction, all as more particularly set out in the Project Budget.

"Hazardous Substance" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Law, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law.

"Holdback" means any amount required to be retained by or on behalf of the Borrower in respect of the value of work, services and materials actually done, performed, placed or furnished on or in the Project in accordance with the *Construction Act* (Ontario).

"HST" means the harmonized sales tax ("**HST**") under the *Excise Tax Act* (Canada).

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitee" has the meaning ascribed thereto in Section 11.04.

"Independent Cost Consultant" means Finnegan Marshall Inc. or such other replacement consultant appointed by the Lender.

"Independent Insurance Consultant" means InTech Risk Management Inc., or such other replacement consultant appointed by the Lender.

"Interest Payment Date" means, with respect to each Prime Rate Loan, the first Business Day of each calendar month.

"Interest Reserve Amount" has the meaning set out in Section 4.01(2).

"Interim Revenue" means proceeds of sale (including prepayments, if any, of amounts owing under a Condominium Sales Agreement that are not Purchaser Deposits), recovery of expenses or any other Project cash flow received or anticipated while any availability exists or any Obligations remain outstanding under the Credit Facility.

"Lease" means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time, by or on behalf of the Borrower entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Project.

"Lender" means, collectively, United Overseas Bank Limited, Vancouver branch and any other Persons that become a party hereto as a Lender in accordance with the provisions hereof, and each of their successors and assigns.

"Lender's Counsel" means the firm of McCarthy Tétrault LLP or such other firm of legal counsel as the Lender may from time to time designate.

"Lender's Office" means the branch of the Lender located at 650 West Georgia Street, Suite 2400, Vancouver BC V6B 4N9, or such other office in Canada that the Lender may from time to time designate by notice to the Borrower.

"Loan" means any extension of credit by the Lender under this Agreement, including any interest that is capitalized and added to the principal outstanding hereunder pursuant to Section 4.01(2).

"Loan Documents" means (a) this Agreement, (b) the Security, and (c) all present and future agreements, documents, certificates and instruments delivered by any Obligor to the Lender pursuant to or in respect of this Agreement or the Security, in each case as the same may from time to time be amended, restated or replaced, and **"Loan Document"** means any one of the Loan Documents.

"Material Adverse Change" means any event or occurrence which, when considered individually or together with other events or occurrences, has a material adverse effect on (i) the business, assets, liabilities, operations, results of operations, condition (financial or other) or prospects of an Obligor, (ii) the Construction and/or operation of the Project, or (iii) the ability of any Obligor to perform its Obligations in all material respects.

"Material Licences" means all licences, permits or approvals issued by any Governmental Authority, or any applicable stock exchange or securities commission, to the Borrower, and which are at any time on or after the date of this Agreement,

(i) necessary or material to the business and operations of the Project (including the Construction of the Project), other than those not required or able to be obtained until a later stage of Construction or until Substantial Completion, provided those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to complete the transactions provided for in the Material Project Agreements and to Construct and operate the Project; or

(ii) designated by the Lender as a Material Licence with respect to the Project, provided that the Lender has notified the Borrower of such designation,

including, without limitation, those Material Licences existing as of the date of this Agreement listed in Schedule 1.01(D).

"Material Project Agreements" means:

(i) the Construction Management Agreement and any other project or development management agreement in respect of the Project;

(ii) the Architect Contract, the Mechanical and Electrical Contract and the Engineering Contracts and all other Consultant Contracts that provide for aggregate payments thereunder in excess of $500,000;

(iii) all Construction Contracts or subcontracts that provide for aggregate payments in excess of 5% of Hard Costs;

(iv) the Thermal Energy Purchase Agreement;

(v) any operating contract with respect to the Project having a term of more than one year and which contemplates payments in excess of $500,000 per annum;

(vi) any insurance trust agreement;

(viii) any parking, shared facilities and/or reciprocal easement agreements;

(ix) the Plans and Specifications and all planning approvals, permits, licences, development agreements, and other material contracts with respect to the Project designated as Material Project Agreements by the Lender from time to time, provided that the Lender has notified the Borrower of such designation,

and includes, without limitation, those listed in Schedule 1.01(D).

"Maturity Date" means May 13, 2025.

"Mechanical and Electrical Consultant" means such mechanical/electrical consultant as may be retained by or on behalf of the Borrower in connection with the Construction of the Project, as approved by the Lender, acting reasonably.

"Mechanical and Electrical Contract" means the agreement between the Mechanical and Electrical Consultant and the Borrower, as such agreement may be amended, restated or supplemented as permitted hereunder.

"Minimum Deposit Commitment" means Purchaser Deposits collected for all pre-sold Unit sales to be a minimum of $11,672,421 received and no less than $14,773,701 contracted for and received or to be received prior to occupancy, to be used as a source for funding the Project Costs.

"Minimum Project Equity" means $14,017,000, plus such amount of Project Equity required to ensure that the Cost to Complete Margin is less than or equal to the unutilized portion of the Credit Facility.

"Net Retail Component Sale Proceeds" means the gross sale proceeds relating to the sale of the Retail Component, less all applicable sales, Taxes legal fees, other normal closing costs and other adjustments set forth in the relevant sale agreement.

"Net Sale Proceeds" means the Gross Sale Proceeds relating to the sale of a Unit net of Purchaser Deposits (where such Purchaser Deposits have been used as a source of funds for development of the Project), unpaid sales commissions, legal fees, all applicable sales Taxes and other normal closing costs and customary adjustments for the purchase and sale of and any cost recoveries from Purchasers of newly constructed residential condominium units in the City.

"Obligations" means, with respect to each Obligor, such Obligor's obligations to the Lender under or in connection with this Agreement or the other Loan Documents, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by such Obligor to the Lender in any currency or remaining unpaid by such Obligor to the Lender under or in connection with this Agreement or the other Loan Documents whether arising from dealings between the Lender and such Obligor or from any other dealings or proceedings by which the Lender may be or become in any manner whatsoever a creditor or obligee of such Obligor pursuant to this Agreement or the other Loan Documents, and wherever incurred, and whether incurred by such Obligor alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto.

"Obligors" means, collectively, the Borrower, the Borrower GP, the Guarantor, the Collateral Guarantor and the Collateral Guarantor GP and **"Obligor"** means the relevant one of them, as applicable.

"Obligors' Counsel" means Devry Smith Frank LLP or such other firm of legal counsel as one or more of the Obligors may from time to time designate and that is acceptable to the Lender.

"Organizational Documents" means, with respect to any Person that is not an individual, such Person's articles, memorandum or other charter documents, partnership agreement, joint venture agreement, declaration of trust, trust agreement, by-laws, unanimous shareholder agreement, or any and all other similar agreements, documents and instruments pursuant to which such Person is constituted, organized or governed.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Performance and Payment Bonds" means labour and material or performance bonds issued by a surety acceptable to the Lender relating to all or a portion of the Construction, such bonds to be in customary form typically utilized within the construction industry and otherwise acceptable to the Lender (which bonds shall contain dual obligee riders in favour of the Lender) and in such amount as may be required hereunder.

"Permitted Encumbrances" means the following:

(i) liens for Taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings, provided that, if the aggregate amount being contested is in excess of $100,000, the applicable Obligor shall have deposited with the Lender or the Senior Agent collateral satisfactory to the Lender to secure the payment of such Taxes and assessments;

(ii) undetermined or inchoate liens, rights of distress and charges incidental to construction, maintenance or current operations that have not at such time been filed or exercised and of which the Lender has not been given notice, or that relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings;

(iii) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grants of real or immovable property, or interests therein, that do not materially affect the use of the affected land for the purpose for which it is used;

(iv) permits, reservations, covenants, servitudes, right of access or user licenses, easements, rights of way and rights in the nature of easements (including, without limitation, licenses, easements, rights of way and rights in the nature of easements for support, railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone, telecommunication, television and telegraph conduits, poles, wires and cables) that do not materially impair the use of the affected land for the purpose for which it is used, or in respect of which satisfactory arrangements have been made for relocation so that such use will not, in the aggregate, be materially and adversely impaired, or which the Borrower is bound to enter into pursuant to any agreement with a Governmental Authority or a counterparty to a Material Project Agreement entered into in connection with the development of the Project;

(v) title defects, irregularities or other matters relating to title that are of a minor nature and that in the aggregate do not materially impair the use of the affected property for the purpose for which it is used;

(vi) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(vii) the Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers'

and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(viii) security given to a public utility or any Governmental Authority when required by such utility or authority in connection with the operations of the applicable Obligor in the ordinary course of its business;

(ix) the Encumbrance created by a judgment of a court of competent jurisdiction, or claim (including claims pursuant to the *Construction Act* (Ontario)) filed, against the applicable Obligor as long as the judgment is being contested diligently and in good faith by appropriate proceedings and does not result in an Event of Default, provided that if such judgment or claim is a construction lien or is in the aggregate greater than $100,000, the applicable Obligor shall have either (A) in the case of any such judgment or claim that is not a construction lien, if acceptable to the Lender, deposited with the Lender or the Senior Agent collateral satisfactory to the Lender to secure the payment of such judgment or claim, or (B) posted a payment bond, or made payment into court, of such amount as is necessary to remove such Encumbrance;

(x) the Security;

(xi) encroachments by the Project or Collateral Property or structures thereon over neighbouring lands (including public streets) and minor encroachments by neighbouring lands or structures thereon over the Project Lands or Collateral Property, so long as, in the former case, there are written agreements permitting such encroachments;

(xii) subdivision, development, servicing and site plan agreements, undertakings and agreements made pursuant to applicable planning and development legislation, entered into with or made in favour of any Governmental Authority, or public or private utility relating to the Project Lands or Collateral Property, including, without limitation, the Section 37 Agreement entered into between the City of Toronto and Core Manderley Inc. dated September 26, 2019 and registered on title to the Project Lands as Instrument No. AT5318570 (the "**Section 37 Agreement"**);

(xiii) Leases relating to the Project Lands or the Collateral Property that have been approved by the Lender or entered into in accordance with this Agreement and notices of them;

(xiv) all municipal by-laws and regulations and other municipal land use instruments, including, without limitation, official plans, zoning and building by-laws, restrictive covenants and other land use limitations, public or private, and other restrictions as to the use of the Project Lands or Collateral Property;

(xv) the Senior Security, provided that the Senior Debt Subordination Agreement has been executed and delivered by the Senior Agent;

(xvi) the Westmount Mortgage and any other collateral security, provided that the Westmount Subordination Agreement has been executed and delivered by Westmount;

(xvii) the Collateral Property First Mortgage; and

(xviii) such other Encumbrances as are agreed to in writing by the Lender, such consent not to be unreasonably withheld or delayed.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plans and Specifications" means the plans and specifications pertaining to the development and construction of the Project prepared by or at the direction of the Borrower and as approved by the Lender and the Independent Cost Consultant, as amended from time to time pursuant to Section 8.03(15).

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to Applicable Law or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Lender for repayment of any amounts owing under this Agreement.

"Prime Rate" means, on any day, the variable *per annum* reference rate of interest declared by the Lender from time to time as its prime rate for commercial loans in Canadian Dollars made in Canada.

"Prime Rate Loan" means a Loan in Canadian Dollars made by the Lender to the Borrower with respect to which interest is to be calculated by reference to the Prime Rate.

"Prime Rate Margin" means 6.05% per annum.

"Proforma Sale Price" means in respect of any Unit, the sale price applicable thereto as set out in Schedule 1.01(F).

"Project" means the Project Lands and the 11-storey, 194-unit residential condominium building known as "The Manderley" with approximately 134,393 square feet of gross floor area, including 4,284 square feet of commercial space at grade, to be constructed on the Project Lands bearing a current municipal address of 1478-1496 Kingston Road, Toronto, Ontario, and all other improvements, landscaping and interior decoration, all plants, machinery, improvements and equipment and all other Property whether free-standing or otherwise, auxiliary or ancillary thereto or connected therewith or added thereto, to be constructed on, above or under the surface of the Project Lands, in accordance with the Plans and Specifications and in accordance with the Project Budget and marketed as "The Manderley".

"Project Budget" means the budget of all Project Costs which has specified a line by line itemization of Project Costs, including Contingency Amounts, as prepared by the Borrower and approved by the Lender and the Independent Cost Consultant prior to the first Drawdown under the Credit Facility, as amended from time to time subject to the requirements of Section 8.03(14), the Project Budget as at the date hereof being that attached as Schedule 1.01(E).

"Project Costs" means the aggregate of the acquisition and other costs of the Project Lands, including any interest payable in connection with such acquisition costs, all Hard Costs and all Soft Costs expended or to be expended to achieve Construction Completion in accordance with the Plans and Specifications and Construction Schedule.

"Project Equity" means, at any time and from time to time, the equity of the Borrower in the Project.

"Project Lands" means the lands and premises legally described in Schedule A annexed hereto.

"Property" means, with respect to any Person, all or any portion of that Person's undertaking and property, both real and personal.

"Purchaser Deposits" means deposits paid by purchasers of Units under the Condominium Sales Agreements and which are held in trust on terms acceptable to the Lender.

"Qualified Residential Presale" means the sale of a Unit meeting all of the following criteria:

(i) such sale must be pursuant to a binding and unconditional Condominium Sales Agreement (except for typical closing conditions and the early termination conditions in favour of the vendor as prescribed in the addendum to the Condominium Sales Agreement) with a bona fide purchaser that is Arm's Length with the Obligors and the period in which any right of rescission or right to claim a return of a Purchaser Deposit by the purchaser under such Condominium Sales Agreement and pursuant to the provisions of the Condominium Act shall have expired;

(ii) a copy of the Condominium Sales Agreement must have been provided to the Lender;

(iii) the Condominium Sales Agreement must require the purchaser to make a Purchaser Deposit of not less than 20% (or if the purchaser is a non-resident of Canada, 30%) of the Gross Sale Price prior to occupancy, and in both cases the maximum deposit due on occupancy can total no more than 5% and no less than 1%;

(iv) the purchaser must not be in default of his/her/its payment obligations (including, without limitation, payments on account of the relevant Purchaser Deposit) under the Condominium Sales Agreement;

(v) if the purchaser either individually or in conjunction with a spouse or child (or, in the case of Persons that are not individuals, together with Affiliates thereof) is purchasing more than one Unit, a maximum of two such Unit sales will be designated as Qualified Residential Presales, with the first such sale requiring a Purchaser Deposit of not less than 20% and the second such sale requiring a Purchaser Deposit of not less than 30% of the Gross Sale Price, and in both cases a minimum of 20% of the Gross Sale Price must have been paid to the Borrower; and

(vi) the purchase price for such Unit shall not be less than 95% of its Proforma Sale Price without the consent of the Lender.

Notwithstanding the above, a maximum of five Unit sales to purchasers that are not Arm's Length with the Obligors shall be deemed to be Qualified Residential Presales so long as such sales otherwise comply with the above requirements and are specifically approved by the Lender.

"Release" means any release or discharge of any Hazardous Substance, including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

"Relevant Jurisdictions" means, from time to time, with respect to a Person that is granting Security hereunder, any province or territory of Canada, any state of the United States or any other country or political subdivision thereof in which such Person is incorporated, organized or formed or has its chief executive office or chief place of business or has Property that is subject

to the Security and, for greater certainty, includes the provinces and states set out in Schedule 1.01(G).

"Repayment Notice" means the notice substantially in the form set out in Schedule 1.01(H).

"Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (to the extent that they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives, and the like, of any Governmental Authority in Ontario relating to environmental or occupational health and safety matters (as they relate to exposure to a Hazardous Substance) and the assets and undertaking of such Person and the intended uses thereof in connection with such matters, including all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (c) consumer, occupational or public safety and health (as they relate to exposure to a Hazardous Substance); and (d) Hazardous Substances or conditions (matters that are prohibited, controlled or otherwise regulated, such as contaminants, pollutants, toxic substances, dangerous goods, wastes, hazardous wastes, liquid industrial wastes, hazardous materials, petroleum and other materials such as urea formaldehyde and polyurethane foam insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB contaminated fluids or equipment, lead based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments).

"Requirements of Law" means, with respect to any Person, the Organizational Documents of such Person and any Applicable Law or any determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its business or Property or to which such Person or any of its business or Property is subject.

"Retail Component" means that portion of the Project that is not intended to be included in the legal description contained in the Declaration and which is to be used for retail or commercial purposes.

"Security" means the documents creating an Encumbrance in favour of, or any collateral held from time to time by, the Lender, in each case securing or intended to secure repayment of the Obligations, including all security described in Article 9.

"Senior Agent" means United Overseas Bank Limited in its capacity as agent for the lenders under the Senior Credit Agreement.

"Senior Construction Facility" has the meaning set out in the definition of "Senior Loan" below.

"Senior Credit Agreement" means the credit agreement dated on or about the date hereof between the Borrower, as borrower, the Senior Agent, as administrative agent, lead arranger and sole bookrunner, and the Senior Lenders.

"Senior Debt" means the Senior Loan, interest thereon and all other amounts owing by the Borrower to the Senior Agent and Senior Lenders pursuant to the Senior Credit Agreement and the Senior Security.

"Senior Debt Subordination Agreement" means the subordination, postponement and standstill agreement to be to be entered into between the Senior Agent and the Lender, in a form acceptable to the Lender.

"Senior Lenders" means the lenders from time to time under the Senior Credit Agreement.

"Senior Loan" means the construction facility in the principal amount of Cdn. $78,330,000 (the "**Senior Construction Facility**") and letter of credit facility in the principal amount of Cdn. $2,500,000 provided by the Senior Lenders to the Borrower under the Senior Credit Agreement for the purpose of financing the construction and development of the Project.

"Senior Security" means the Encumbrances granted from time to time in favour of the Senior Agent as security for the Senior Debt.

"Share Pledge" means the pledge of all of the issued and outstanding shares of the Borrower GP in favour of the Lender, in form satisfactory to the Lender, acting reasonably and which are currently in possession of the Lender's Counsel.

"Single Purpose Entity" means a Person that:

(i) does not engage in any business activity other than acquiring, developing, constructing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Project, entering into this Agreement and the other Loan Documents to which it is a party and transacting lawful business that is incidental, necessary and appropriate to accomplish the foregoing;

(ii) does not have any Debt other than, in the case of the Project, that related to Purchaser Deposits, the Credit Facility, the Senior Debt, the Permitted Encumbrances and amounts payable to Westmount pursuant to the Westmount Agreements, liabilities associated with costs of Construction, routine Project operating expenses and required capital improvements, repairs and replacements or as otherwise permitted hereunder; and

(iii) does not enter into any Construction Contracts or Consultant Contracts with Affiliates or any directors or officers thereof other than on Arm's Length terms (i.e. any such agreement entered into with such Persons is not materially more or less favourable to such Persons than the terms and conditions that would be expected to have been obtained at the time of such agreements under similar circumstances from Persons that are not such Persons).

"Soft Costs" means all amounts expended or to be expended in respect of the Project for consultants, architects, taxes, surveys, construction insurance, bonding costs, legal fees, promotion of the Project, financing, leasing, pre-operating costs and all other costs related to the Project except Hard Costs and the cost of acquiring the Project Lands.

"sole discretion" or "**sole and absolute discretion"** or similar phrases mean in the sole, absolute, unfettered and subjective discretion of the relevant Person, which discretion may be exercised unreasonably.

"Substantial Completion" means the date on which the Independent Cost Consultant is able to deliver the Certificate of Substantial Completion.

"Standard Form Sales Agreement" means the standard form agreement of purchase and sale to be utilized in respect of the sale of the Units, approved as to form by the Lender.

"Tarion" means Tarion Warranty Corporation, its successors and assigns.

"Tarion Home Warranty Program" means the applicable warranty program operated by Tarion relating to purchasers of the Units.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Thermal Energy Purchase Agreement" means the thermal energy purchase agreement dated October 15, 2021, between the Borrower GP, as owner, and Geothermal ECD, L.P., as supplier;

"Unit" means a "unit" (as defined in the Condominium Act) comprising part of the Project for use as a residence, together with the common and exclusive use interests appurtenant thereto.

"Westmount" means Westmount Guarantee Services Inc., its successors and assigns or such other deposit bonding and deposit insurance company acceptable to the Lender, acting reasonably, as the surety for bonds and/or excess deposit insurance issued to Tarion and/or purchasers of Units pursuant to the terms of Condominium Sales Agreements for the deposits made by such purchasers thereunder.

"Westmount Agreements" mean the agreements to be entered into between Westmount and the Borrower in respect of Purchaser Deposits, bonds issued in respect thereof and/or excess deposit insurance.

"Westmount Mortgage" means the subordinate mortgage granted by the Borrower in favour of Westmount as collateral security for the obligations of the Borrower to Westmount pursuant to the Westmount Agreements (such mortgage constituting a second priority Encumbrance (subject to the first priority Encumbrance of the Security and the Senior Security) on the Project and a first priority Encumbrance on Purchaser Deposits (with the Senior Security and the Security forming a second priority Encumbrance, respectively, on Purchaser Deposits)).

"Westmount Subordination Agreement" means the subordination, postponement and standstill agreement to be made with respect to the Westmount Mortgage between Westmount and the Lender, in a form acceptable to the Lender, which will include, without limitation, the agreement of Westmount to (i) subordinate and postpone the Westmount Mortgage and related security to the Obligations (including, without limitation, any advances that the Lender elects to make in excess of its Commitment in order to fund Cost Overruns), the Security (other than with respect to Purchaser Deposits only), including any Replacement Charge granted to the Administrative Agent pursuant to Section 9.05, (ii) provide partial discharges of Units without payment of any amount or fee and whether or not the Westmount Mortgage is in default, and (iii) execute all required consents to permit registration of the condominium.

1.02 **Extended Meanings**

In this Agreement words importing the singular number include the plural and *vice versa*, and words importing any gender include all genders. The term "including" means "including

without limiting the generality of the foregoing" and the term "third party" means any Person other than a Person who is a party to this Agreement.

1.03 **Accounting Principles**

(1) Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement or any Loan Document, such determination or calculation will, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with GAAP.

(2) All calculations for the purposes of determining compliance with the financial ratios and financial covenants contained in this Agreement will be made on a basis consistent with GAAP as it exists on the date of this Agreement and used in the preparation of the financial statements of the relevant Obligor for its Fiscal Year most recently ended. In the event of a change in such GAAP, the relevant Obligor and the Lender will negotiate in good faith to revise (if appropriate) such ratios and covenants to reflect GAAP as then in effect.

1.04 **Interest Calculations and Payments**

Unless otherwise stated, wherever in this Agreement reference is made to a rate of interest "*per annum*" or a similar expression is used, such interest will be calculated on the basis of a calendar year of 365 days or 366 days, as the case may be, and using the nominal rate method of calculation and not the effective rate method of calculation or on any other basis that gives effect to the principle of deemed reinvestment of interest. Interest will continue to accrue after maturity and default and/or judgment, if any, until payment thereof, and interest will accrue and be compounded monthly on overdue interest, if any.

1.05 **Permitted Encumbrances**

The inclusion of reference to Permitted Encumbrances in this Agreement and any other Loan Document is not intended to subordinate and will not subordinate, any Encumbrance created by any of the Security to any Permitted Encumbrance. The Lender acknowledges that the Security will be subordinate to the first priority of the Encumbrance on Purchaser Deposits in favour of Westmount and the priority of the City of Toronto regarding the Borrower's covenants and obligations pursuant to the Section 37 Agreement.

1.06 **Currency**

Unless otherwise specified in this Agreement, all references to currency (without further description) are to lawful money of Canada.

1.07 **Conflicts**

In the event of a conflict between the provisions of this Agreement and the provisions of any other Loan Document, then, unless such Loan Document or an acknowledgement from the applicable Obligor(s) and the Lender relative to such Loan Document expressly states that this Section 1.07 is not applicable to such Loan Document, notwithstanding anything else contained in such other Loan Document, the provisions of this Agreement will prevail and the provisions of such other Loan Document will be deemed to be amended to the extent necessary to eliminate such conflict.

1.08 **Nature of Liability**

Nothing in any of the Loan Documents shall mean, nor be construed to mean, that the recourse of the Lender against the Obligors is anything other than full recourse with regard to its obligations hereunder, the manner and order of realization or the exercise of remedies hereunder or under the Security.

1.09 **Schedules**

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Legal Description of Project Lands
Schedule B	-	Project Monitor Certificate
Schedule C	-	Legal Description of Collateral Property
Schedule 1.01(A)	-	Compliance Certificate
Schedule 1.01(B)	-	Consultants
Schedule 1.01(C)	-	Drawdown Notice
Schedule 1.01(D)	-	Material Licences and Material Project Agreements
Schedule 1.01(E)	-	Current Project Budget
Schedule 1.01(F)	-	Proforma Sale Prices
Schedule 1.01(G)	-	Relevant Jurisdictions
Schedule 1.01(H)	-	Repayment Notice
Schedule 7.01(13)	-	Ownership Structure

ARTICLE 2 - THE CREDIT FACILITY

2.01 **Credit Facility**

Subject to the terms and conditions of this Agreement, the Lender establishes in favour of the Borrower a term mezzanine facility (the **"Credit Facility"**) in an amount up to the Commitment, which facility is non-revolving.

2.02 **Purpose of Credit Facility**

Loans made under the Credit Facility will only be used to pay Project Costs in accordance with the Project Budget.

2.03 **Manner of Borrowing**

The Borrower may, in Canadian Dollars, make a single Drawdown of a Prime Rate Loan under the Credit Facility in the amount of up to Cdn. $5,000,000. The balance of the Commitment, up to the Interest Reserve Amount, shall be made available to the Borrower by way of interest on amounts outstanding under the Credit Facility being added to the principal balance of the Credit Facility pursuant to Section 4.01(2).

2.04 **Drawdown Procedure and Restrictions**

(1) Subject to the provisions of this Agreement, the Borrower may make the initial Drawdown hereunder by giving the Lender a Drawdown Notice on or prior to 11:00 a.m. (Toronto time) on a Business Day and at least three Business Days prior to the proposed Drawdown Date.

(2) A Drawdown Date must be a Business Day.

(3) Each Drawdown must be in a minimum principal amount of Cdn. $100,000 (or such lesser amount as agreed to by the Lender).

(4) If the first Drawdown does not occur on or before the Maturity Date (as defined under the Pre-Development Credit Agreement) (the "**Commitment Expiry Date**"), the Lender may, in its sole discretion, cancel the Credit Facility and will thereafter have no obligation to advance any funds hereunder.

2.05 **Irrevocability**

Each Drawdown Notice given by the Borrower hereunder is irrevocable and will oblige the Borrower to take the action contemplated on the date specified therein.

2.06 **Account of Record**

The Lender will open and maintain books of account evidencing all Loans and all other amounts owing by the Borrower to the Lender hereunder. The Lender will enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing accounts will, in the absence of manifest error, constitute *prima facie* evidence of the obligations of the Borrower to the Lender hereunder with respect to all Loans and all other amounts owing by the Borrower to the Lender hereunder. After a request by the Borrower, the Lender will promptly advise the Borrower of such entries made in the Lender's books of account.

ARTICLE 3 - DISBURSEMENT CONDITIONS

3.01 **Conditions Precedent to First Drawdown**

The obligation of the Lender to make the first Drawdown hereunder is subject to and conditional upon the prior satisfaction of the following conditions precedent:

(a) the Senior Credit Agreement shall have been executed and delivered by the parties thereto;

(b) the Lender will have received a Drawdown Notice by the time required under Section 2.04(1);

(c) receipt, review and approval by the Lender of the report of the Independent Cost Consultant in the form attached as Schedule B hereto and of a copy of the Project schedule and other Project-related documents requested by the Lender, acting reasonably, which shall be reviewed and approved by the Lender and the Independent Cost Consultant;

(d) no Default or Event of Default will have occurred and be continuing on the Drawdown Date or would result from making the requested advance;

(e) a Material Adverse Change will not have occurred and be existing;

(f) the representations and warranties deemed to be repeated pursuant to Section 7.02 will continue to be true and correct in all material respects as if made on and as of the Drawdown Date;

(g) the Independent Cost Consultant shall have been appointed to act on behalf of the Lender throughout the duration of the Project at the Borrower's expense;

(h) the Lender will have completed its due diligence with respect to the Construction Manager, the Obligors, the Project and the Collateral Property (including satisfactory site visits), and will have received all financial, corporate and other information requested by the Lender, including receipt and review of:

(i) the legal and organizational structure of the Obligors and the ownership structure of the Project and the Collateral Property;

(ii) financial statements or net worth statements, as the case may be, for the Borrower and the Guarantor and such information with respect to the shareholders or partners of the Obligors as requested by the Lender;

(iii) all required forms, identification and other due diligence materials required to comply with its "know your client" requirements and its obligations under all applicable anti-money laundering and anti-terrorism laws and regulations, including an organizational chart showing all beneficial ownership interests in the Borrower with percentage breakout for each entity

(iv) receipt and satisfactory review by the Lender and its counsel of the purchase and sale agreement pursuant to which the Project Lands were acquired and any other documents related to the Project that the Lender deems necessary, including, without limitation, pro-forma offer to purchase documentation, purchaser directed upgrades, permits and development and zoning approvals (other than those not required or able to be obtained until a later stage of Construction or until Substantial Completion, provided those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to complete the transactions provided for in the Material Project Agreements and to Construct the Project);

(v) receipt of a copy of any survey in respect of the Project Lands and the Collateral Property in the possession or control of the Obligors;

(vi) the Construction Management Agreement and all other Material Project Agreements to the extent available (including, without limitation, satisfactory review and approval by the Lender of all of the Consultants retained in connection with the Project and all Contractors retained pursuant to those Construction Contracts that are Material Project

Agreements pursuant to paragraph (iii) of the definition of Material Project Agreements);

(vii) all Permitted Encumbrances;

(viii) all existing Leases, including that all such leases contain a demolition or equivalent clause permitting the Borrower to terminate all leases affecting the Project Lands by no later than the Maturity Date;

(ix) evidence satisfactory to the Lender that all shareholder and co-owner approvals and all regulatory, governmental and other authorizations and approvals, if any, required in order for the Obligors to enter into the Loan Documents and to perform their obligations thereunder;

(x) a report from the Independent Insurance Consultant certifying that the Borrower's insurance is satisfactory and complies with this Agreement;

(xi) evidence that all remittances for Potential Prior-Ranking Claims are current, including, without limitation, a certificate from the City or a copy of the relevant tax bill issued by the City and evidence of payment thereof satisfactory to the Lender, evidencing that realty Taxes levied against the Project Lands and the Collateral Property are current;

(xii) a report from an engineer acceptable to the Lender confirming that soil conditions are satisfactory for the Construction of the Project, which must be addressed to the Lender or accompanied by a letter from the engineer that permits the Lender to rely on such report;

(xiii) an Appraisal with respect to the Project indicating a value of the Project Lands of not less than $20,400,000, accompanied by a letter from the Appraiser permitting the Lender to rely on such report;

(xiv) a Phase I (and, if recommended, Phase II) environmental report with respect to the Project, which must be addressed to the Lender or accompanied by a letter from the environmental consultant that permits the Lender to rely on such report;

(xv) if required by the Lender, contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, such other forms or statutory declarations that contain at a minimum, the information contained in Form 9A-2001;

(xvi) where the Drawdown is being used for the purpose of releasing lien holdbacks, a properly sealed CCDC Form 9B-2001 from each subcontractor to which a holdback is being released or, alternatively, such other form or statutory declaration which contains, at a minimum, the information contained in Form 9B-2001;

(xvii) the Project Budget, the Plans and Specifications and the Construction Schedule;

(xviii) a schedule of pre-sales including purchaser name, residency status and current address, unit number of the Unit being acquired, asking price (for sales entered into after the date hereof only), sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid), possession date and any special conditions;

(xix) a report from the Independent Cost Consultant:

(A) confirming that it has reviewed and is satisfied with the Construction Management Agreement;

(B) confirming that fixed price, date certain Construction Contracts or binding letters of intent have been entered into with Contractors representing not less than 50% of Hard Costs (net of contingencies and general conditions), such contracts to be acceptable to the Independent Cost Consultant;

(C) confirming that the Project Equity is no less than the Minimum Project Equity, of which no more than $2,700,000 is attributed to land lift; and no less than $10,817,000 is attributed to the Borrower's cash equity;

(D) confirming that it has reviewed and is satisfied with the Project Budget (including the Contingency Amount, Forecasted Interim Revenue (including occupancy rent, interest on Purchaser Deposits and recoveries on closing), and the projected amount of Deferred Costs) and that total Project Costs will not exceed an aggregate of $117,350,000;

(E) confirming that it has reviewed and is satisfied with the Construction Schedule (including that the Project can be completed in accordance with same) and the projected cash flow estimate for the Construction;

(F) containing its recommendation with respect to the requirement for any Performance and Payment Bonds for major sub-trades and suppliers (i.e. any sub-trade or supplier whose contract value is greater than 5% of Hard Costs) (and where same have been required by the Lender, confirming same and that same are in form and content acceptable to the Independent Cost Consultant);

(G) confirming that it has reviewed and is satisfied with the Plans and Specifications;

(H) confirming that it has reviewed and is satisfied with all existing Condominium Sales Agreements and that Qualified Residential Presales in an amount no less than $96,444,000 (including revenue from the sale of parking and lockers, and excluding charges for unit upgrades, alterations and recoveries of development charges) are in place;

(I) confirming that the amount of Purchaser Deposits contracted for and received or receivable from Qualified Residential Presales before occupancy is no less than the Minimum Deposit Commitment and no less than $11,672,421 have been received by the Borrower;

(J) confirming the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and confirming that such costs have been incurred in accordance with the Project Budget;

(K) estimating the Cost to Complete;

(L) confirming that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(M) confirming that the Borrower has made all required Holdbacks with respect to the Construction completed to date;

(N) confirming (based on the advice of the Architect and/or other relevant Consultant) that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications; and

(O) recommending payment of the requested advance;

(xx) Performance and Payment Bonds, if any, required by the Lender with the recommendation of the Independent Cost Consultant;

(xxi) evidence satisfactory to the Lender, acting reasonably that all necessary zoning and development approvals, including all necessary permits, have been obtained or will be issued as required pertaining to each stage of Construction;

(xxii) all existing or draft Condominium Documents, which shall include the Disclosure Statement;

(xxiii) the Standard Form Sales Agreement;

(xxiv) to the extent available, current site plans, floor plans and any current market survey materials relating to the Project not previously provided to the Lender;

(xxv) the Westmount Agreements and the Westmount Mortgage;

(xxvi) the loan agreements, notes and other loan documents relating to the Senior Debt;

(xxvii) the Tarion bond with respect to Purchaser Deposits and confirmation that the Borrower and the Project are fully registered and in good standing with Tarion, with all Units having an assigned registration number;

(xxviii) all subdivision, servicing, development, Section 37, site plan and similar agreements with Governmental Authorities that are required in order to ensure the completion or delivery of possession of the Project;

(xxix) evidence that Material Project Agreements relating to the Construction of the Project and the grant of necessary rights (including, without limitation, underground walkway connections, crane swing and shoring) by adjacent property owners, to the extent necessary, have been executed by all counterparties thereto;

and the results of such due diligence will be satisfactory to the Lender in their sole discretion;

(i) except as otherwise agreed by the Lender, the Lender will have received certified copies of all shareholder approvals and true copies of all regulatory, governmental and other approvals, if any, required in order for the Obligors to enter into this Agreement and to perform their obligations hereunder;

(j) releases, discharges and postponements that are required in the discretion of the Lender (in registrable form where necessary) with respect to all Encumbrances affecting the collateral Encumbered by the Security that are not Permitted Encumbrances, if any, will have been delivered to the Lender;

(k) the Lender will have received payment of all fees and expenses (including the fees and disbursements of the Lender's Counsel) payable to the Lender that are due and payable at such time, including, without limitation, the upfront fee payable to the Lender pursuant to Section 4.02;

(l) duly executed copies of the Security and all other Loan Documents and deliveries in connection therewith (including, without limitation, the Westmount Subordination Agreement and the Senior Debt Subordination Agreement) will have been delivered to the Lender and all such Loan Documents will have been duly registered, filed and recorded in all Relevant Jurisdictions where required by Applicable Law or where the Lender considers it necessary or desirable, in its sole discretion, to do so;

(m) a currently dated letter of opinion of Obligors' Counsel as to such matters (including, without limitation, corporate existence and capacity, authorization, execution, delivery, enforceability, registration and perfection) and in such form as Lender's Counsel and Obligors' Counsel may agree, each acting reasonably, addressed to the Lender and to Lender's Counsel will have been delivered to the Lender;

(n) the Lender shall have received a title opinion or title insurance policy by an authorized title insurance provided as determined by the Obligors in their sole and absolute discretion (which shall include a report as to off-title matters) from Lender's or Borrower's Counsel dated the Drawdown Date confirming that (A) the Borrower has good and marketable title to the Project and the Collateral Guarantor GP has good and marketable title to the Collateral Property, subject in each case only to Permitted Encumbrances, and (B) the Debenture constitutes a good and valid first charge on the Project Lands and the Collateral Debenture constitutes a

good and valid second charge of the Collateral Property, subject in each case only to Permitted Encumbrances;

(o) the Lender will have received certified copies of the Organizational Documents of the Borrower and Collateral Guarantor, the resolutions authorizing the execution and delivery of, and performance of the Borrower's and Collateral Guarantor's obligations under, the Loan Documents, and a certificate as to the incumbency of the officers of the Borrower and Collateral Guarantor;

(p) a certificate of status or comparable certificate for all Relevant Jurisdictions of each Obligor (other than any individual) will have been delivered to the Lender;

(q) a clear search of title to the Project Lands and the Collateral Property, subject in each case to Permitted Encumbrances;

(r) after giving effect to the Drawdown:

(i) the Cost to Complete Margin must be less than or equal to the unutilized portion of the Senior Construction Facility; and

(ii) the aggregate principal amount of all Loans under the Credit Facility shall not exceed the lesser of: (A) the Commitment, and (B) the Costs-In-Place Margin;

(s) the Lender shall have received all other reports and deliveries required hereunder for the period prior to such Drawdown Date;

(t) all remittances for Potential Prior-Ranking Claims must be current;

provided that all documents delivered pursuant to this Section 3.01 must be in full force and effect, and in form and substance satisfactory to the Lender, acting reasonably.

3.02 **Conditions Precedent to Subsequent Drawdowns under the Credit Facility**

The obligation of the Lender to make any subsequent Drawdown hereunder by way of a Loan under the Credit Facility pursuant to Section 4.01(2) is subject to and conditional upon the prior satisfaction of the following conditions precedent:

(a) the representations and warranties deemed to be repeated pursuant to Section 7.02 will continue to be true and correct in all material respects as if made on and as of the Drawdown Date;

(b) no Default or Event of Default will have occurred and be continuing on the Drawdown Date, or would result from making the requested advance;

(c) a Material Adverse Change will not have occurred and be existing;

(d) all remittances for Potential Prior-Ranking Claims must be current;

(e) the Borrower must have delivered to the Lender all reporting required by Section 8.02;

(f) the Lender shall have received a sub-search from Lender's Counsel confirming that no Encumbrances have been registered on title to the Project Lands or the Collateral Property since the date of the prior Drawdown other than Permitted Encumbrances;

(g) the Lender shall have received evidence that all permits necessary for Construction which relate to: (i) Construction in respect of which the Drawdown is being made, and (ii) all prior Construction, are in place at the time of the Drawdown;

(h) if any new Material Project Agreements have been entered into since the previous Drawdown, a copy of such agreements shall have been given to the Lender;

(i) the Lender shall have received an updated schedule of pre-sales reflecting the pre-sales entered into since the previous Drawdown, including purchaser name and current address, unit number of the Unit being acquired, asking price (for sales entered into after the date hereof only), sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid), closing date and any special conditions;

(j) the Lender shall have received:

(i) a report from the Independent Cost Consultant:

(A) confirming that the Project can be completed in accordance with the Project Budget, the Plans and Specifications and the Construction Schedule;

(B) containing an updated projected cash flow estimate for the Construction where any event has caused the previously delivered estimate to have been revised in any material manner;

(C) providing its observations with respect to any new major trades to ensure competence, performance capability and experience;

(D) certifying the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis and identifying whether such costs have been incurred in accordance with the Project Budget or are Cost Overruns;

(E) estimating the Cost to Complete;

(F) confirming that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(G) confirming that the Borrower has made all required Holdbacks with respect to the Construction completed to date;

(H) confirming (based on the advice of the Architect and/or other relevant Consultant) that all Construction to date has been completed in all material respects in accordance with the Plans and Specifications;

(I) recommending payment of the requested advance; and

(J) where the related Drawdown will occur on or after the earlier of (i) the date which is 6 months after the first advance made under the Senior Construction Facility and (ii) when construction reaches grade level, confirming that fixed price, date certain Construction Contracts or binding letters of intent have been entered into with Contractors representing not less than 70% of Hard Costs (net of contingencies and general conditions), such contracts to be in form and content acceptable to the Independent Cost Consultant;

(ii) a certificate from a senior officer of the Borrower:

(A) certifying the amount of Hard Costs and Soft Costs incurred on the Project to date on a line by line basis;

(B) certifying the payments that have been made or will be made from the proceeds of the Drawdown and, where required by the Independent Cost Consultant, attaching copies of invoices that will be paid from the proceeds of the Drawdown;

(C) estimating the Cost to Complete on a line by line basis;

(D) certifying that any Cost Overruns that have been incurred on the Project have been funded in their entirety by the Obligors;

(E) certifying compliance with the *Construction Act* (Ontario), including that that the Borrower has made all required Holdbacks with respect to the work completed to date;

(F) certifying the amount of Project Equity, which must be no less than the Minimum Project Equity;

(G) certifying as to such other information, and accompanied by such back-up material, as the Lender may reasonably request from time to time;

(k) evidence satisfactory to the Lender, acting reasonably that all necessary zoning and development approvals, including all necessary permits, have been obtained or will be issued as required pertaining to each stage of Construction;

(l) the Lender will have received payment of all fees payable to the Lender that are due and payable at such time;

(m) after giving effect to the Drawdown:

(i) the Cost to Complete Margin must be less than or equal to the unutilized portion of the Senior Construction Facility; and

(ii) the aggregate principal amount of all Loans under the Credit Facility shall not exceed the lesser of: (A) the Commitment, and (B) the Costs-In-Place Margin;

(n) until the Minimum Deposit Commitment has been fully funded, which Minimum Deposit Commitment shall be deemed to have been fully funded if the amount of Purchaser Deposits applied to the Project is equal to or greater than $14,773,701, the Lender shall be satisfied that the Borrower has received or is entitled to and will receive on the Drawdown Date a release of Purchaser Deposits by Westmount in an amount equal to the Drawdown and any scheduled release of Purchaser Deposits by Westmount that is not made available by Westmount shall be funded by the Borrower;

(o) if required by the Lender, contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, such other forms or statutory declarations that contain at a minimum, the information contained in Form 9A-2001; and

(p) all other terms and conditions of this Agreement upon which the Borrower may obtain a Loan or require the issuance of a Letter of Credit that have not been waived will have been fulfilled.

3.03 **Waiver**

The conditions set forth in Section 3.01 and 3.02 are inserted for the sole benefit of the Lender and may be waived by the Lender, in whole or in part (with or without terms or conditions), in respect of any Drawdown without prejudicing the right of the Lender at any time to assert such conditions in respect of any subsequent Drawdown.

ARTICLE 4 - PAYMENTS OF INTEREST AND FEES

4.01 **Interest on Prime Rate Loans**

(1) The Borrower will pay interest on each Prime Rate Loan from and after the Drawdown Date until repaid in Canadian Dollars at a rate *per annum* equal to the sum of (a) the Prime Rate in effect from time to time plus (b) the Prime Rate Margin. Each determination by the Lender of the Prime Rate applicable from time to time will, in the absence of manifest error, be binding upon the Borrower. Such interest will be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or preceding Interest Payment Date, as the case may be, for such Loan to but excluding such Interest Payment Date (or, if such Interest Payment Date follows the repayment of such Loan, to but excluding the date of such repayment) and will be calculated on the principal amount of the Prime Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days or 366 days, as the case may be. Changes in the Prime Rate will cause an immediate adjustment of the interest rate applicable to such Loan with notice to the Borrower of such change.

(2) Provided that the conditions set forth in Section 3.02 have been satisfied or waived by the Lender, interest on Loans outstanding under the Credit Facility (the "**Credit Facility Finance Charges**") shall, on each Interest Payment Date, be added to and form part of the outstanding principal balance of the Credit Facility until the earlier of (i) repayment of all

outstanding Obligations pursuant to the Credit Facility in full and (ii) the capitalization of a total of Cdn. $2,000,000 of Credit Facility Finance Charges (the "**Interest Reserve Amount**"). For greater certainty, any interest expense that exceeds the Interest Reserve Amount shall constitute a Cost Overrun, which must be paid by the Borrower from its own resources.

4.02 **Upfront Fee**

In consideration of the Lender agreeing to provide the Credit Facility, the Borrower will pay to the Lender a non-refundable upfront fee (the "**Upfront Fee**") in an amount equal to 0.50% of the Commitment. Notwithstanding that the Lender has agreed to postpone full payment of the Upfront Fee until the date of the first Drawdown, the Borrower acknowledges and agrees that the Upfront Fee is earned upon execution of this Agreement and if the first Drawdown does not occur on or before the Commitment Expiry Date for any reason other than a default by the Lender of its Commitment, will be payable to the Lender as liquidated damages and not as a penalty.

4.03 **Extension Fee**

Upon the Lender extending the Maturity Date for an additional six-month period pursuant to Section 5.01(2), the Borrower shall pay to the Lender a non-refundable extension fee in the amount equal to the Commitment multiplied by 10 basis points (the "**Extension Fee**"). The Extension Fee shall be earned by the Lender, and shall be payable by the Borrower to the Lender upon the Borrower notifying the Lender in writing of the exercise of its right to extend the Maturity Date for an additional six month period pursuant to Section 5.01(2).

4.04 **Discharge Fees**

The Borrower shall pay to the Lender, for its own account, upon the delivery by the Lender of any partial discharge of a Unit from the Security, a discharge fee in the amount of $150 per single Unit payable at the time of discharge, or $2,000 for bulk closings of 20 Units discharged under a single document.

4.05 **Maximum Rate of Interest**

Notwithstanding anything contained herein to the contrary, the Borrower will not be obliged to make any payment of interest or other amounts payable to the Lender hereunder in excess of the amount or rate that would be permitted by Applicable Law or would result in the receipt by the Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)). If the making of any payment by the Borrower would result in a payment being made that is in excess of such amount or rate, the particular Lender will determine the payment or payments that are to be reduced or refunded, as the case may be, so that such result does not occur.

4.06 **Interest on Excess Loans, Unpaid Costs and Expenses**

Unless the payment of interest is otherwise specifically provided for herein, where the Borrower fails to pay any amount required to be paid by it hereunder when due having received notice that such amount is due (including, without limitation, the portion of any Loan made under a Credit Facility hereunder that exceeds the Commitment or Letter of Commitment), the Borrower shall pay interest on such unpaid amount from the time such amount is due until paid at an annual rate equal to the Prime Rate plus the Prime Rate Margin plus 2.0% per annum.

ARTICLE 5 - REPAYMENT

5.01 **Mandatory Repayment**

(1) The Borrower will repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facility on or before the Maturity Date.

(2) Not later than 60 days prior to the initial Maturity Date and provided that no Default or Event of Default has occurred and is continuing, the Borrower shall have the one-time right to extend the Maturity Date for an additional six month period beyond the initial Maturity Date, subject to payment of the extension fee set out in Section 4.03.

(3) The Borrower shall repay the Senior Debt, and following the repayment in full of the Senior Debt, the Borrower shall repay Loans outstanding under the Credit Facility, from the following amounts and once repaid such amounts may not be re-drawn:

(a) 100% of the net proceeds of any Debt (excluding the Senior Debt) secured by the Project and advanced after the date hereof;

(b) 100% of: (i) the Net Retail Component Sale Proceeds of any Disposition of the Retail Component or any portion thereof, or (ii) the net proceeds of any financing relating thereto as permitted hereunder, such repayment to be made on the closing date of the relevant transaction;

(c) 100% of the Net Sale Proceeds from completed Unit sales (including parking and lockers, if applicable, and including Purchaser Deposits which have not been released into the Project), such repayment to be made on the title transfer date (or, in the case of such Purchaser Deposits, on the date made available by the Westmount), or the next Business Day if time does not permit, of the relevant transaction;

(d) Purchaser Deposits released from time to time to the Borrower in excess of the Minimum Deposit Commitment;

(e) the amount of any Interim Revenue not used to pay Project Costs, as verified by the Independent Cost Consultant; and

(f) 100% of the net proceeds of property insurance in respect of the Project, if not required to be applied towards replacement, restoration or rebuilding of same, on the terms and conditions set out herein.

(4) The Borrower shall cause the Collateral Guarantor to repay the Collateral Property First Mortgage, and following the repayment in full of the Collateral Property First Mortgage, the Borrower shall cause the Collateral Guarantor to repay Loans outstanding under the Credit Facility, from the following amounts and once repaid such amounts may not be re-drawn:

(a) 100% of the net proceeds of any Debt (excluding the Collateral Property First Mortgage) secured by the Collateral Property and advanced after the date hereof;

(b) 100% of the net sale proceeds from completed unit sales (including parking and lockers, if applicable, and including purchaser deposits which have not been used

to fund the development of the Collateral Property), such repayment to be made on the title transfer date (or, in the case of such purchaser deposits, on the date made available by the deposit insurer), or the next Business Day if time does not permit, of the relevant transaction;

(c) 100% of the net proceeds of property insurance in respect of the Collateral Property, if not required to be applied towards replacement, restoration or rebuilding of same, on the terms and conditions set out herein; and

(d) 100% of the net operating income from the Collateral Property.

5.02 **Voluntary Prepayments and Reductions**

Subject to the Senior Debt Subordination Agreement, if the Lender has received a Repayment Notice from the Borrower not less than five Business Days prior to the proposed prepayment date, the Borrower may from time to time prepay Loans outstanding under the Credit Facility without penalty provided that (a) each such prepayment must be in a minimum amount of the lesser of (i) $500,000 and (ii) the principal amount of all Loans outstanding immediately prior to such prepayment, (b) any such prepayment in excess of $500,000 shall be in increments of $100,000.

ARTICLE 6 - PLACE AND APPLICATION OF PAYMENTS

6.01 **Place of Payment of Principal, Interest and Fees**

All payments of principal, interest, fees and other amounts to be made by the Borrower to the Lender pursuant to this Agreement will be made in the currency in which a Loan or Letter of Credit is outstanding for value on the day such amount is due or, if such day is not a Business Day, on the Business Day next following (for greater certainty, with interest accruing until paid), by deposit or transfer thereof to the account of the Lender maintained at the Lender's Office or at such other place as the Borrower and the Lender may from time to time agree.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.01 **Representations and Warranties**

The Borrower represents and warrants to the Lender as follows, and acknowledges and confirms that the Lender is relying upon such representations and warranties:

(1) Existence and Qualification Each Obligor (other than an individual) is a corporation or limited partnership duly incorporated, amalgamated, continued or formed, as the case may be, and is validly subsisting under the laws of the Province of Ontario and is duly qualified to carry on business in all jurisdictions in which it carries on its business and has all Material Licences required to conduct such business. Each Obligor who is an individual is at least 18 years of age and has the legal capacity to sign the Loan Documents to which he or she is a party.

(2) Power and Authority Each Obligor (other than any individual) has the power, authority and right (a) to enter into and deliver, and to exercise its rights and perform its obligations under, the Loan Documents to which it is a party and all other instruments and agreements

delivered by it pursuant to any of the Loan Documents, and (b) to own its Property and carry on its business as currently conducted and as currently proposed to be conducted by it. Without limiting the foregoing, the Borrower has all necessary power and authority to own its interest in the Project Lands and to develop and complete the Project and is duly licensed, registered and qualified to carry out such activities and the Collateral Guarantor has all necessary power and authority and is duly licensed, registered and qualified to own its interest in the Collateral Property.

(3) Execution, Delivery, Performance and Enforceability of Documents The execution, delivery and performance of each of the Loan Documents to which an Obligor (other than any individual) is a party, and every other instrument or agreement delivered by it pursuant to any Loan Document, has been duly authorized by all actions, if any, required on its part and by its directors (or where applicable partners, members or managers), and each of the Loan Documents to which an Obligor is a party has been duly executed and delivered by it and constitutes a valid and legally binding obligation of the particular Obligor enforceable against it in accordance with its terms subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application limiting the enforcement of creditors' rights generally and to general equitable principles.

(4) Loan Documents Comply with Applicable Laws, Organizational Documents and Contractual Obligations Neither the entering into nor the delivery of, and neither the consummation of the transactions contemplated in nor compliance with the terms, conditions and provisions of, the Loan Documents by any Obligor conflicts with or will conflict with, or results or will result in any breach of, or constitutes a default under or contravention of, any Requirements of Law applicable to it or any of its Organizational Documents (if applicable), or results or will result in the creation or imposition of any Encumbrance other than Permitted Encumbrances upon any of its Property, including the Project and the Collateral Property.

(5) Consents Respecting Loan Documents Each of the Obligors has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery by it of each of the Loan Documents to which it is a party and the consummation of the transactions contemplated in the Loan Documents.

(6) Taxes Each of the Obligors has paid or made adequate provision for the payment of all Taxes levied on it or on its Property (including, in the case of the Borrower, the Project, and in the case of the Collateral Guarantor, the Collateral Property) or income that are due and payable, including interest and penalties, or has accrued such amounts in its financial statements for the payment of such Taxes, and there is no material action, suit, proceeding, investigation, audit or claim now pending of which it has notice, or to its knowledge threatened, by any Governmental Authority regarding any Taxes that is reasonably likely to cause a Material Adverse Change nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of Taxes.

(7) Judgments, Etc. Neither the Borrower nor, to its knowledge after due inquiry, any of the Obligors is subject to any judgment, order, writ, injunction, decree or award that has not been stayed or of which enforcement has not been suspended and that individually or in the aggregate constitutes, or is reasonably likely to cause, a Material Adverse Change.

(8) Absence of Litigation There are no actions, suits or proceedings pending of which the Borrower has knowledge or, to the best of the Borrower's knowledge and belief, threatened

against or affecting any Obligor that are reasonably likely to cause, either separately or in the aggregate, a Material Adverse Change.

(9) Title to Project Lands and Collateral Property The Borrower, by its general partner, the Borrower GP, is the legal and beneficial owner of the Project Lands, with good and marketable title thereto, and any other real and personal Property of any nature which is part of the Project, in each case free and clear of all Encumbrances except Permitted Encumbrances, and no Person has any agreement or right to acquire an interest in the Project. The Collateral Guarantor, as nominee and bare trustee for the Collateral Guarantor, is the legal owner, and the Collateral Guarantor is the beneficial owner, of the Project Lands, with good and marketable title thereto, and any other real and personal Property of any nature which is part of the Project or Collateral Property, as applicable, in each case free and clear of all Encumbrances except Permitted Encumbrances, and no Person has any agreement or right to acquire an interest in the Project or the Collateral Property.

(10) Labour Relations Neither the Borrower, nor to its knowledge after due inquiry, any of the Obligors is engaged in any unfair labour practice that could reasonably be expected to cause a Material Adverse Change; and there is no unfair labour practice complaint pending against the Borrower, or to its knowledge after due inquiry, any of the Obligors or, to the best of the knowledge of the Borrower, threatened against any of the Obligors before any Governmental Authority that if adversely determined could reasonably be expected to cause a Material Adverse Change. No grievance or arbitration arising out of or under any collective bargaining agreement is pending or threatened against the Borrower, or to its knowledge after due inquiry, any of the Obligors that is reasonably likely to cause a Material Adverse Change. No strike, labour dispute, slowdown or stoppage is pending or threatened against the Borrower, or to its knowledge after due inquiry, any of the Obligors and no union representation proceeding is pending with respect to any employees of the Borrower, or to its knowledge after due inquiry, any of the Obligors, except (with respect to any matter specified in this sentence, either individually or in the aggregate) such as could not reasonably be expected to cause a Material Adverse Change.

(11) Compliance with Laws To the best of the Borrower's knowledge, none of the Obligors is in default under any Applicable Law where such default could reasonably be expected to cause a Material Adverse Change. To its knowledge the Project Lands and the Collateral Property are in compliance in all material respects with all Applicable Law, including, without limitation, all Environmental Law. Further, there are no facts known or which ought reasonably to be known, in either case after due enquiry by the Borrower, which could give rise to a notice of non-compliance to such extent with any Applicable Law.

(12) No Default To the best of the knowledge of the Borrower, no Default or Event of Default has occurred and is continuing nor has such notice been issued by the Lender or Senior Lender. Neither the Borrower nor, to its knowledge after due inquiry, any of the Obligors, is in default under any agreement, guarantee, indenture or instrument to which it is a party or by which it is bound, the breach of which could reasonably be expected to cause a Material Adverse Change.

(13) Ownership Structure The ownership structure of the Borrower is as set out in Schedule 7.01(13).

(14) Relevant Jurisdictions The Relevant Jurisdictions for the Borrower, Borrower GP, Collateral Guarantor and Collateral Guarantor are set forth on Schedule 1.01(G).

(15) Security The Security is effective to create in favour of the Lender, as security for the Obligations described therein, a legal, valid, binding and enforceable security interest in the collateral described therein and proceeds thereof.

(16) Material Project Agreements and Material Licences

(a) True copies of each of the Material Project Agreements and Material Licences existing as of the date of this Agreement have been delivered to the Lender.

(b) To the best of the knowledge of the Borrower, no event has occurred and is continuing that would constitute a material breach of or a material default under any Material Project Agreement or Material Licence and each Material Project Agreement to which an Obligor is a party or is binding upon it and, to the best of the Borrower's knowledge, is a binding agreement of each other Person who is a party thereto.

(17) Financial Statements All of the annual financial statements that have been furnished to the Lender in connection with this Agreement are complete in all material respects and such financial statements fairly present the financial position of the Obligors as of the dates referred to therein and have been prepared in accordance with GAAP.

(18) No Material Adverse Change Since the date of the Borrower's most recent annual financial statements provided to the Lender, there has been no condition (financial or otherwise), event or change in the Borrower's business, liabilities, operations, results of operations, assets or prospects which constitutes, or could reasonably be expected to constitute, or cause, a Material Adverse Change.

(19) Environmental Matters

(a) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Lender pursuant to Section 3.01(h)(xiv), to the best of the Borrower's knowledge the Project Lands and the Collateral Property are in full compliance with all Environmental Law; the Borrower is not aware of, nor has it received notice of, any past, present or future condition, event, activity, practice or incident that may interfere with or prevent the compliance or continued compliance of the Project and the Collateral Property or the applicable Obligor in all respects with all Environmental Law; and the applicable Obligor has obtained all licences, permits and approvals in connection with the Project and the Collateral Property that are currently required under all Environmental Law and is in full compliance with the provisions of such licences, permits and approvals.

(b) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Lender pursuant to Section 3.01(h)(xiv), the Borrower is not aware that any Hazardous Substances exist on, about or within or have been used, generated, stored, transported, disposed of on, or Released from the Project Lands and the Collateral Property other than in material accordance and compliance with all Environmental Law.

(c) The use which the applicable Obligor has made and intends to make of the Project Lands and the Collateral Property will not result in the use, generation, storage,

transportation, accumulation, disposal, or Release of any Hazardous Substances on, in or from the Project Lands or the Collateral Property except in accordance and compliance with all Environmental Law.

(d) There is no action, suit or proceeding, or, to its knowledge, any investigation or inquiry, before any Governmental Authority pending or, to its knowledge, threatened against any Obligor relating in any way to any Environmental Law with respect to the Project Lands or the Collateral Property that would or could reasonably be expected to cause a Material Adverse Change.

(e) Other than as disclosed in the environmental report(s) delivered by the Borrower to the Lender pursuant to Section 3.01(h)(xiv), to its knowledge the applicable Obligor has not (i) incurred any current and outstanding liability for any clean-up or remedial action under any Environmental Law with respect to current or past operations, events, activities, practices or incidents relating thereto, (ii) received any outstanding written request for information (other than information to be provided in the normal course in connection with applications for licences, permits or approvals) by any Person under any Environmental Law with respect to the condition, use or operation of the Project Lands, (iii) received any outstanding written notice or claim under any Environmental Law with respect to any violation of or liability under any Environmental Law or relating to the presence of Hazardous Substance on or originating from the Project Lands or the Collateral Property, that, in any such case, would or could reasonably be expected to cause a Material Adverse Change, or (iv) ever been convicted of an offence or subjected to any judgment, injunction or other proceeding for non-compliance with any Environmental Law or been fined or otherwise sentenced or settled such prosecution or other proceeding short of conviction for non-compliance with any Environmental Law.

(f) Copies of all material analysis and monitoring data for soil, ground water, surface water and the like and reports pertaining to any environmental assessments/audits, including without limitation any inspections, investigations and tests, relating to the Project Lands or the Collateral Property that were obtained, are in the possession or control of, or were carried out on behalf of, the Obligors or any of them have been delivered to the Lender.

(g) Since acquiring its interest in the Project Lands and the Collateral Property, the applicable Obligor has maintained all environmental and operating documents and records relating to the Project Lands substantially in the manner and for the time periods required by Environmental Law and Material Licences.

(h) To the best of its knowledge the applicable Obligor has not defaulted in reporting in any material respect to any applicable Governmental Authority in relation to the Project Lands or the Collateral Property on the happening of an occurrence which it is or was required by any Environmental Law to report.

(20) Material Licenses All Material Licences from third parties and Governmental Authorities, being as of the date hereof those listed in Schedule 1.01(D), have been obtained other than those not required or able to be obtained until a later stage of Construction or after Construction Completion and those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to permit the Borrower to complete

the transactions provided for in the Material Project Agreements and to construct and operate the Project.

(21) Zoning, Uses and Expropriation

(a) The Project is zoned to permit the Construction and operation of the Project.

(b) The existing and proposed uses of the Project, and the existing use of the Collateral Property, comply in all material respects with Applicable Law.

(c) It has not received notice of any proposed rezoning of all or any part of the Project or the Collateral Property that would be reasonably likely to cause a Material Adverse Change.

(d) It has not received notice of any expropriation of all or any part of the Project Lands or the Collateral Property.

(22) Undisclosed Liabilities There are no liabilities (including contingent liabilities) that, in the aggregate, are material in respect of the Project, the Borrower or its business, or to its knowledge after due inquiry, the Obligors or their respective businesses, which have not been previously disclosed in writing to the Lender.

(23) Liens The applicable Obligors have not received notice of any Encumbrances related to the Project Lands or the Collateral Property, other than Permitted Encumbrances.

(24) Insolvency None of the Obligors (i) has committed any act of bankruptcy, (ii) is insolvent, or has proposed, or given notice of its intention to propose, a compromise or arrangement to its creditors generally, (iii) has made any petition for a receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceeding with respect to any compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed of any part of its assets, has had any Encumbrancer take possession of its Property, or (iv) has had an execution or distress become enforceable or become levied on its Property.

(25) No Infringement To the best of its knowledge the Construction and operation of the Project does not infringe and will not infringe upon any patents, trademarks, trade names, service marks, or copyrights, domestic or foreign, or any other industrial property or intellectual property of any other Person, which infringement would likely have a Material Adverse Change.

(26) Setbacks The location of any buildings on the Project are or will be, to the extent they have been constructed or will be constructed in accordance with the Plans and Specifications, within the boundary lines of the Project Lands as a whole and are in compliance with all applicable setback requirements.

(27) Real Property The only real property interests necessary for the Construction of the Project in accordance with the Plans and Specifications are the real property interests comprising the Project Lands.

(28) Borrower's Business The Borrower is a Single Purpose Entity.

(29) Letters of Credit The Borrower has not been required to obtain or provide any letters of credit in connection with the issuance of any Material Licence with respect to the Project, save and except for any Letters of Credit issued hereunder and letters of credit that will be cancelled and re-issued hereunder.

(30) Anti-Money Laundering The proceeds of the Credit Facility are not needed/being invested in order to support international terrorism and no funds used in connection with the Project are directly or indirectly derived from activities that may contravene Applicable Law, including anti-money laundering laws and regulations.

(31) Full Disclosure All information provided or to be provided to the Lender in connection with the Credit Facility is true and correct in all material respects and none of the documentation furnished to the Lender by or on behalf of it, to its knowledge, omits or will omit as of such time, a material fact necessary to make the statements contained therein not misleading in any material way, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by it.

(32) Residency The Borrower is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada).

(33) Condominium Sales Agreements All Condominium Sales Agreements entered into by the Borrower are with bona fide purchasers that are Arm's Length with the Obligors save and except as otherwise permitted pursuant to this Agreement.

7.02 Survival and Repetition of Representations and Warranties

The representations and warranties set out in Section 7.01 survive the execution and delivery of this Agreement and all other Loan Documents and will be deemed to be repeated by the Borrower as of each Drawdown Date, except to the extent that on or prior to such date (a) the Borrower has advised the Lender in writing of a variation in any such representation or warranty, and (b) if such variation, in the opinion of the Lender, acting reasonably, is material to the Project or the Property, liabilities, affairs, business, operations, prospects or condition (financial or otherwise) of any Obligor considered as a whole or could have, or be reasonably likely to result in, a Material Adverse Change, the Lender has approved such variation.

ARTICLE 8 – COVENANTS

8.01 Positive Covenants

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Lender, the Borrower covenants as follows:

(1) Timely payment The Borrower will make due and timely payment of the Obligations required to be paid by it hereunder.

(2) Conduct of Business, Maintenance of Existence The Borrower will engage in business of the same general type as now conducted by it; carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice; subject to Section 8.03(3), preserve, renew and keep in full force and effect its existence; and take all reasonable action to maintain all rights, privileges and franchises necessary in the

normal conduct of its business and to comply in all material respects with all Material Project Agreements and Material Licences.

(3) Compliance with Applicable Law The Borrower will comply, and will cause the applicable Obligors to comply, in all material respects with all Applicable Law, including Requirements of Environmental Law and the Condominium Act to the extent applicable to the Project or the Collateral Property.

(4) Further Assurances The Borrower will use reasonable efforts to provide the Lender with such other documents, opinions, consents, acknowledgments and agreements as are reasonably necessary to implement this Agreement and the other Loan Documents from time to time.

(5) Access to Information The Borrower will and will cause the other Obligors to promptly provide the Lender, the Independent Insurance Consultant and the Independent Cost Consultant with all information reasonably requested by any of them from time to time at reasonable intervals in connection with this Agreement concerning its financial condition and the Project (including, without limitation, the Plans and Specifications, the Project Budget, the status of Construction, Material Project Agreements and Material Licences) and the Collateral Property, and during normal business hours and from time to time at reasonable intervals upon not less than 72 hours' notice, permit representatives of the Lender to inspect the Project and the Collateral Property and to permit the Lender to examine and take extracts from its financial records, including records stored in computer data banks and computer software systems regarding the Project and the Collateral Property, and to discuss its financial condition with its senior officers and (in the presence of such of its representatives as it may designate) its auditors, the reasonable expense of all of which will, if a Default or Event of Default has occurred and is continuing, be paid by the Borrower.

(6) Obligations and Taxes The Borrower will pay or discharge, or cause to be paid or discharged, before the same will become delinquent (i) all Taxes imposed upon it or upon its income or profits or in respect of its business or Property (including the Project) or the Collateral Property, unless same are being contested by the Borrower, and file all tax returns in respect thereof, (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its Debt, and (iv) all Prior-Ranking Claims and other obligations which are due and owing. The Borrower hereby grants its consent (such consent to remain in force as long as this Agreement is in effect or any Loans are outstanding) to any Person having information relating to any Potential Prior-Ranking Claim arising by Applicable Law or otherwise and including, without limitation, claims by or on behalf of government to release such information to the Lender at any time upon its written request for the purpose of assisting the Lender to evaluate the financial condition of the Borrower.

(7) Use of Credit Facility The Borrower will use the proceeds of the Credit Facility only for the purposes specified in Section 2.02.

(8) Construction Insurance From the date hereof until date of registration of the Project as a condominium corporation, the Borrower will provide to the Lender and/or the Independent Insurance Consultant on request with copies of the underlying policies or detailed certificates or binders of insurance in form acceptable to the Lender and the Independent Insurance Consultant acting reasonably for all policies required hereunder to be purchased and maintained by the Borrower:

(a) The Borrower will maintain or cause to be maintained coverage following consultations with and advice from the Independent Insurance Consultant, may reasonably require from time to time, all with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating, if not rated by A.M. Best), or better, rating at time of placement and at all times thereafter with such insurance companies having claims paying ability as approved by the Lender;

(b) The Lender must be shown as first mortgagee and loss payee (ALTIMA) under the "All Risks" Builder's Risk / Course of Construction policy and, where applicable, the Boiler and Machinery insurance policies, and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada;

(c) The Lender must be shown as an additional insured under all liability policies covering the Project with respect to claims arising out of the operations of the named insured;

(d) The Borrower must be shown as a named insured or additional named insured under all policies of insurance in force with respect to the Project;

(e) The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Project as an insured location must be shown on the insurance policies;

(f) There needs to be evidence of Builder's Risk / Course of Construction insurance written on an "All Risks" or Broad Form basis and maybe subject to the latest CCDC policy wording; and

(g) All policies of insurance must provide the Lender with at least 60 days' prior written notice of adverse material change or cancellation, except for the non-payment of premium, in which case the statutory conditions may apply. provide that no cancellation or termination thereof, for any reason whatsoever (with the exception of cancellation due to non-payment of premium for which 15 days statutory notice of cancellation may apply), shall take effect unless the insurer concerned has given the Lender.

(h) The Borrower shall maintain or cause to be maintained:

(i) "All Risks" Builder's Risk / Course of Construction (including coverage against the perils of Earth Movement / Earthquake, Flood, Sewer Back-up / Water and Collapse (including natural or man-made earth movement, landslide or subsidence) insurance debris removal property located on the Project site, resultant damage due to faulty materials or workmanship (DE4/LEG2 wording), windstorm (including Windstorm debris) and Sewer Back-up on a replacement cost, no Co-Insurance basis with a limit covering insured physical loss or damage representing not less than 100% of the total construction Hard Costs plus at least 25% of the total construction Soft Costs. include Delayed Start up insurance to cover 100% of the anticipated loss of revenue for a minimum of one year, which may be incurred in the event of an insured loss, during construction project period;

(ii) The "All Risks" Builder's Risk / Course of Construction insurance shall include coverage for Equipment Breakdown including (Hot & Cold) Testing and Commissioning of Machinery and Equipment, a Permission to Occupy clause, a By-Laws endorsement and coverage for Property Inland Transit and Property Stored Off-site; Expediting Expenses and cost of cleanup of pollutants resulting from an insured peril (which coverages may be subject to sublimits). The Builder's Risk / Course of Construction insurance will include coverage for Sudden and Accidental Breakdown in connection with the Project on a Replacement Cost, no Co-Insurance basis and such other Direct Damage and Indirect Damage with respect to Delay in Opening/Delay in Start Up (DSU) insurance with the Lender added as first mortgagee & loss payee (ALTIMA); and

(iii) Such insurance is to be in such amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Lender or as required under any of the Material Project Documents, but at a minimum shall provide a replacement cost limit representing 100% of Hard Costs plus at least 25% of total Soft Costs, and a limit representing not less than 100% of the anticipated annual Gross Rental/Business Income, if applicable, to be derived by the Borrower from the Project once completed written on a Delayed Income basis and subject to a period of indemnity of not less than (12) twelve months. The Builder's Risk / Course of Construction insurance shall include By-laws extensions to cover increased cost of construction, cost of demolition of the undamaged portion of the Project (and resultant loss of income, if any rental income to be derived by the Borrower from the Project once registered as condominium corporation; and a Permission to Occupy clause (that allows for both retail and residential occupancy) and coverage for resultant damage from faulty workmanship, faulty materials and/or faulty design and CCDC Endorsement or equivalent. The Builder's Risk / Course of Construction insurance shall include coverage for Debris Removal (for removal of debris of insured property, as well as removal of debris of uninsured property located on the Project site as the result of windstorm); expediting expenses; property in inland transit; property commissioning or separate comprehensive Equipment Breakdown / Boiler and Machinery insurance will be maintained for the same limits as under the Builder's Risk / Course of Construction insurance for physical loss or damage and delayed income.

(i) The Direct and Indirect damage insurance policies shall also (i) name the Borrower as first named insured thereunder and as additional named insured all those required to be so named under any of the Material Project Documents; (ii) name the Lender as first mortgagee and loss payee and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada.

(j) There must be evidence of Wrap-Up Liability insurance, with a minimum limit of $15,000,000.00 per occurrence and $15,000,000.00 policy aggregate at least a minimum 24 (twenty-four) month Completed Operations period, covering the Project. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Non-Owned Automobile, Tenant's Legal Liability, Limited Pollution

Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours), Primary & Non-Contributory Clause and include Waiver of Subrogation in favour of the Lender.

(k) The Borrower must be added as an additional named insured under the Contractor's Wrap-Up Liability's insurance, but only with respects to claims arising out of the operations of the named insured. The Borrower and all contractors, sub-contractors, trades and consultants must be named insureds with respect to the work or operations at the Project, excluding Professional Liability.

(i) Such insurance as may be required to meet the obligations of the Borrower under any of the Material Project Documents;

(ii) Such other liability insurance as the Lender may reasonably require from time to time, all with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating if not rated by A.M. Best), or better, ratings at time of placement and at all times thereafter with such insurance companies having comparable claims paying ability as approved by the Lender acting reasonably, such insurance to be in such amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Lender, acting reasonably;

(iii) All Architects Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of liability of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate) maintained by the prime architect; and must be current dated and issued within 30 days of request;

(iv) All Engineers Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate) maintained by the mechanical engineer, the electrical engineer, the structural engineer (and if applicable, the wind engineer); and must be current dated and issued within 30 days of request;

(v) All Architects & Engineers Professional Liability / Errors and Omissions Liability insurance with a minimum single limit of liability of not less than $2,000,000 per claim and in the aggregate (except for Trace Engineering Ltd., for which the limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate); and must be current dated and issued within 30 days of request; and

(vi) Performance and Payment Bonds covering such Construction Contracts in such monetary amounts as are recommended by the Independent Cost Consultant with the Borrower as an obligee and with the Lender as a dual or additional obligee.

(9) Proceeds of Insurance With regard to the builders risk and equipment breakdown insurance, the following shall apply:

(a) So long as no Default or Event of Default has occurred and is continuing, and subject to the Senior Debt Subordination Agreement, the proceeds of the builders risk and equipment breakdown insurance shall be dealt with as follows:

(i) If the total amount of such proceeds equals or exceeds Cdn. $500,000, they shall be payable directly into an escrow account of the Borrower (which account shall be held with the Lender and subject to the security interest created by the Security) to be disbursed by the Lender against receipts payable in not more than 30 days for expenses incurred in repairing the damage or destruction or replacing property in respect of which the insurance is payable, upon receipt of:

(A) an Officer's Certificate of the Borrower stating that the proceeds of such insurance together with other funds held or arranged by the Borrower are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;

(B) a letter of undertaking of the Borrower to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and

(C) evidence satisfactory to the Lender (including certification by the Independent Cost Consultant) that the proceeds of insurance together with the other funds held or arranged by the Borrower will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.

(ii) The proceeds of any business interruption insurance shall be payable to the Borrower to be applied on account of ongoing obligations of the Borrower hereunder or in respect of the Project as the same fall due from time to time.

(iii) The proceeds of all insurance held by the Lender shall, unless and until the same are applied or released to the Borrower as aforesaid, constitute continuing collateral security for the Borrower's obligations and liabilities in respect of amounts outstanding hereunder. The Lender shall place such funds in interest-bearing term deposits with the interest thereon to accrue to the benefit of the Borrower.

(iv) If the total amount of such proceeds is less than Cdn. $500,000, they shall be released to the Borrower subject to delivery of the documents set out above.

(b) If an Event of Default has occurred and is continuing, subject to the Senior Debt Subordination Agreement:

(i) The proceeds of the builders risk and equipment breakdown insurance shall be payable to the Lender and subject to the Security, to be applied by it, at its option, in reduction of the amounts outstanding hereunder or released by the Lender to the Borrower upon receipt of:

(A) an Officer's Certificate of the Borrower stating that the proceeds of such insurance together with other funds held or arranged by the Borrower are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;

(B) a letter of undertaking of the Borrower to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and

(C) evidence satisfactory to the Lender that the proceeds of insurance together with the other funds held or arranged by the Borrower will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.

(ii) Subject to the Senior Debt Subordination Agreement, the proceeds of any business interruption insurance shall be payable to the Lender to be held by the Lender as additional security for the payment of all amounts payable hereunder, to be applied on account of ongoing obligations of the Borrower hereunder or in respect of the Project as the same fall due from time to time and, to the extent of any surplus, firstly to arrears of such payments and thereafter, if the Lender has opted to release proceeds of insurance to the Borrower, then the balance of the proceeds of business interruption insurance shall be payable to the Borrower, failing which the balance, if any, remaining after application of such proceeds as aforesaid shall be paid to the Lender as partial prepayment of the Loans.

(iii) The proceeds of all insurance held by the Lender shall, unless and until the same are applied or released to the Borrower as aforesaid, constitute continuing collateral security for the Borrower's obligations and liabilities in respect of amounts outstanding hereunder. The Lender shall place such funds in interest-bearing term deposits with the interest thereon to accrue to the benefit of the Borrower (but subject to the security interest created under the Security).

(10) Operating Insurance From the date of registration of the Project as a condominium corporation and so long as the Borrower has an ownership interest in same, and so long as any amounts are due hereunder, all insurance policies/certificates must be forwarded to the Independent Insurance Consultant for review. The cost of such review shall be for the account of the Borrower:

(a) All insurance policies shall be in form and with insurers reasonably acceptable to the Lender and contain the original signatures of the insurers (which may include being signed by certified electronic signature).

(b) The Lender must be shown as first mortgagee and loss payee (ATIMA) under the "All Risks" under the property and, if applicable, Equipment Breakdown / Boiler and Machinery.

(c) The Lender must be shown as an additional insured under all liability insurance covering the Project with respect to claims arising out of the operations of the named insured.

(d) The Borrower must be shown as a named insured or additional named insured under all policies of insurance in force with respect to the Project.

(e) The insurers, policy numbers, policy limits, policy term, applicable reasonable deductibles and the location of the Project as an insured location must be shown on the insurance policies.

(f) If the Project is a condominium, a certificate of insurance from the condominium corporation providing confirmation of insurance on the building(s), Improvements and Betterments (not owned, made or acquired by the Borrower), Equipment Breakdown / Boiler & Machinery (standard comprehensive form) and common areas on an "All Risks" property insurance policy and with the Lender as first mortgagee and loss payee (ATIMA) and confirmation of liability insurance including the Borrower and the Lender as additional insured.

(g) If the Project is a condominium, the Borrower shall or shall cause Tenants of units in such condominium to obtain and maintain insurance on the units in the condominium, Improvements and Betterments, Loss Assessments with respect thereto on a full replacement cost basis on an “All-Risk” property policy, including the Borrower with the Lender as first mortgagee and loss payee (ATIMA) (if the unit in the condominium is a rental property).

(h) There must be evidence of Commercial General Liability insurance, with a minimum limit of $5,000,000.00 per occurrence covering the condominium corporation Property. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Primary & Non-Contributory, Non-Owned Automobile, Tenant’s Legal Liability, Limited Pollution Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours), Primary & Non-Contributory Clause and include Waiver of Subrogation in favour of the Lender.

(i) The Property and where applicable standard comprehensive Equipment Breakdown / Boiler and Machinery policies shall contain a standard mortgage clause in favour of the Lender.

(j) All policies of insurance must provide the Lender with at least 60 days' prior written notice of adverse material change or cancellation, except for the non-payment of premium, in which case the statutory conditions may apply.

(k) Insurance must be on an “All-Risk” basis of physical loss or damage including the perils of Wind, Riot, Windstorm, Flood, Sewer Back-up / Water Damage, Collapse

and Earth Movement / Earthquake, (including natural or man-made earth movement, landslide or subsidence), Equipment Breakdown / Boiler & Machinery must be for 100% of the full replacement cost of the Project, without deduction for foundations and footings, and including confirmation that the "Same or Adjacent Site" clause has been deleted from the replacement cost wording.

(l) There must be a Stated Amount Clause or No Co-Insurance Clause to waive the Co-Insurance conditions, or confirmation that there are co-insurance restrictions applicable to the building(s).

(m) There must be evidence of full by-laws extensions, including the increased cost of construction, cost of demolition of the undamaged portion of the Project and resultant loss of income.

(n) If the Project is insured under a blanket insurance policy, amount of blanket limit and declared values for physical loss or damage and Business Interruption for the Project, including confirmation of the concentration of risk in this collateral postal code of the subject property, under the Statement of Values filed with the insurer(s).

(o) There must be evidence of Business Interruption (Actual Loss Sustained, Rental Income or Profits) with an indemnity period of not less than 12 months including any revenue (if any) earned by the Borrower from any individually owned units or as required by the Lender or the Independent Insurance Consultant. The period of indemnity should take into consideration the length of time for reconstruction of the Project.

(p) There must be evidence of Commercial General Liability insurance, with a minimum limit of $5,000,000.00 per occurrence covering the Project. This may be in the form of primary insurance and/or Excess/Umbrella insurance and include Cross Liability, Severability of Interests, Contractual Liability, Primary & Non-Contributory, Non-Owned Automobile, Tenant’s Legal Liability, Limited Pollution Liability insurance to cover Sudden & Accidental Pollution (including with a Wording to be the IBC 2313 wording or equivalent and detection/reporting requirement of not less than 120 hours) and include Waiver of Subrogation in favour of the Lender.

(q) If Excess or Umbrella liability is evidenced, confirmation the Excess/Umbrella Liability follows form of the underlying Commercial General Liability.

(r) The Lender will not accept evidence of insurance on a CSIO form, or an ACORD Form #25 (or their equivalents), due to the limitation in the wording as to its efficacy, and the restrictive cancellation provisions, unless accompanied with an additional remarks schedule/comments ACORD 101 or CSIO equivalent.

(s) Such other insurance as the Lender or the Independent Insurance Consultant may reasonably require given the nature of the security and that which a prudent owner of similar security would purchase and maintain or cause to be purchased and maintained.

(t) There must be full, original, certified, endorsed copies of the insurance policies provided to the Lender as soon as available from the insurers, which certified policy copies should be available within 60 to 90 days. Signed certificates or binders of insurance addressing the above will suffice as insurance evidence for closing purposes.

(u) In the instance that any portion of the property insurance coverage described above has expired or cancelled and evidence of adequate and satisfactory insurance coverage has not been provided to the Lender within 45 days (with the certified policy copies provided within 90 days) of the expiration or cancellation date, the Lender will have the option, without obligation, to place adequate and satisfactory insurance (at the Lender's sole, absolute and unfettered discretion) for the Project at the Borrower's expense.

(v) All with insurance companies having an A.M. Best's A VIII (or Standard and Poors A rating, if not rated by A.M. Best), or better, rating at time of placement and at all times thereafter with such insurance companies having comparable claims paying ability as approved by the Lender, acting reasonably. Such insurance is to be in such form and amounts and with such deductibles as are customary in the case of owners of projects similar to the Project and in any event as are acceptable to the Lender.

(w) The Borrower will provide to the Lender and/or the Independent Insurance Consultant on request with copies of the underlying policies or detailed certificates or binders of insurance in form acceptable to the Lender and the Independent Insurance Consultant acting reasonably for all policies required hereunder to be purchased and maintained by the Borrower.

From the date hereof until the Obligations have been repaid in full, the Borrower will cause the Collateral Guarantor to maintain with respect to the Collateral Property the same insurance coverage as required by this Section (10) to be maintained for the Project.

(11) Notice of Default The Borrower will promptly notify the Lender of any Default or Event of Default of which it becomes aware, using reasonable diligence.

(12) Notice of Material Adverse Change The Borrower will promptly notify the Lender of any Material Adverse Change or any matter that is likely to have a Material Adverse Change of which it becomes aware, using reasonable diligence.

(13) Notice of Litigation The Borrower will promptly notify the Lender on becoming aware of the occurrence of any litigation, arbitration or other legal proceeding the result of which if determined adversely would be a judgment or award against it that would result in a Material Adverse Change, and from time to time provide the Lender with all reasonable information requested by the Lender concerning the status of any such proceeding.

(14) Other Notices The Borrower will promptly notify the Lender on becoming aware:

(a) of any change of Control of an Obligor;

(b) if at any time the Project Costs are expected to exceed the current Budgeted Project Costs as set out in the most recent Project Budget approved by the Lender;

(c) of any labour controversy which would likely have a Material Adverse Change or materially delay the anticipated date of Substantial Completion or Construction Completion of the Project;

(d) of the occurrence of an event of Force Majeure, describing in reasonable detail the effects of such event on the Construction or operation of the Project, the action which the Borrower intends to take to remedy such event and the estimated date when the event of Force Majeure will be remedied and will cease to impair Construction or operation of the Project;

(e) of the cessation of any event of Force Majeure;

(f) of any circumstance of which it has notice or is aware which could result in a material breach of or default or non-performance by any party under the Material Project Agreements or of any condition entitling any party to terminate its obligations thereunder;

(g) of any damage to or destruction of any Property that forms part of the Project or Collateral Property, which might give rise to an insurance claim, if the cost of any repairs to or replacement of assets of the applicable Obligors exceeds $250,000;

(h) of any threatened expropriation or notice of expropriation with respect to the Project Lands or the Collateral Property, such notice to be delivered forthwith upon an Obligors becoming aware of such threatened expropriation or its receipt of notice of such proceedings and the Borrower hereby covenants and agrees that no such claim shall be compromised or settled without the prior written consent of the Lender;

(i) of any circumstance whereby the date of Substantial Completion is expected by the Borrower or the Independent Cost Consultant to be delayed by three or more months; or

(j) of any non-compliance in any material respect with Environmental Law relating to the Project Lands or the Collateral Property, and of any notice, investigation, non-routine inspection or material inquiry by any Governmental Authority in connection with any Environmental Law relating to the Project or the Collateral Property.

(15) Environmental Compliance

The Borrower shall and will cause the Collateral Guarantor to:

(a) Ensure that no material obligation, including a clean-up or remedial obligation, will arise under any Environmental Law with respect to the Project Lands or the Collateral Property; provided, however, that if any such claim is made or any such obligation arises, it will immediately satisfy or contest such claim or obligation at its own cost and expense, and promptly notify the Lender upon learning of (i) the existence of Hazardous Substances located on, above or below the surface of the Project Lands or the Collateral Property or contained in the soil or water constituting such land (except those being stored, used, contained or otherwise handled in substantial compliance with Environmental Law), or (ii) the occurrence of any reportable Release of Hazardous Substances into the air, land surface

water or ground water that has occurred on or from such land, or (iii) any other event or occurrence relating to the Project or the Collateral Property which, in the opinion of the Obligors, acting reasonably, is likely to give rise to a notice of non-compliance in any material respect with any Environmental Law.

(b) Comply, and cause any other party that is acting under its authority to comply, in all material respects with all Environmental Law (including, but not limited to, obtaining any Material Licences or similar authorizations) relating to the Project or the Collateral Property.

(c) Use its reasonable commercial efforts not to cause or permit a Release of any Hazardous Substance at, on, under, or near, the Project or the Collateral Property except in compliance with Environmental Law.

(d) Provide the Lender with an environmental site assessment/audit report of the Project or the Collateral Property, or an update of such assessment/audit report: (i) upon the written request of the Lender if in the Lender's reasonable opinion there is a concern about the Obligors' compliance (as it relates to the Project or the Collateral Property) or the Project's or the Collateral Property's compliance with Environmental Law, all in scope, form and content satisfactory to the Lender; (ii) if such assessment/audit report has been prepared at the request of or on behalf of any Governmental Authority; or (iii) if an Event of Default relating to an environmental matter has occurred, and the Lender has made a written request to the Borrower for such an assessment/audit report or update, within 30 days after such request, and all such assessments/audits reports or updates thereof shall be at the Borrower's expense and risk; an environmental site assessment/audit may include, for purposes of this Section, without limitation, any inspection, investigation, test, sampling, analysis, monitoring pertaining to air, land and water relating to the Project or the Collateral Property reasonably required under the circumstances giving rise to the request for the assessment/audit report.

(e) Not use the Project or the Collateral Property, or permit it to be used, to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances except in compliance with all Environmental Law.

(f) Maintain in all material respects all environmental and operating documents and records, including, without limitation, Material Licences and orders, relating to the Project and the Collateral Property in the manner and for the time periods required by Environmental Law.

(16) Security The Borrower will, and will cause the other Obligors to, provide the Lender with the Security required from time to time pursuant to Article 9 in accordance with the provisions of such Article, accompanied by supporting resolutions, certificates and opinions in form and substance satisfactory to the Lender, acting reasonably, and do all such further acts and execute and deliver all such documents and instruments as may from time to time be requested by the Lender, acting reasonably, to ensure that the Security constitutes at all times valid, enforceable, and perfected Encumbrances against the Project Lands and the Collateral Property (subject only to Permitted Encumbrances).

(17) Adequate Books The Borrower shall and shall cause the Collateral Guarantor to maintain adequate books, accounts and records in accordance with GAAP consistently applied.

(18) Material Project Agreements, Leases

(a) The Borrower shall at all times be and remain in full compliance in all material respects with all of its covenants, agreements and obligations in and diligently enforce all its material rights under all Material Project Agreements and Leases.

(b) The Borrower shall advise the Lender in writing of all new Material Project Agreements (or any material amendments of existing Material Project Agreements) and Leases entered into forthwith following the entering into thereof and shall deliver forthwith a copy thereof to the Lender. The Borrower shall provide written notice to the Lender of any assignment of which it is aware made by a contracting party to a Material Project Agreement.

(19) Access The Borrower shall permit the Lender (through its agents, officers or employees), for the purposes of monitoring compliance with the covenants and obligations of the Borrower hereunder, at the Lender's risk, to visit and inspect the Project Lands to conduct tests, measurements and surveys in relation to the Project, provided that such tests, measurements and surveys are conducted in accordance with prudent industry practice and Applicable Law, do not interfere with construction of the Project and/or are required as a result of the reasonable verifiable concerns of the Lender as to non-compliance with such covenant and obligation, and to be advised as to the same by the officers, engineers and advisers of the Borrower (or such other Persons as may be appropriate), all at such reasonable times and intervals as the Lender may reasonably require upon reasonable prior written notice and in the presence of the Borrower if it so desires. Such visits, inspections, measurements, reviews and tests etc. shall be at the cost of the Borrower, provided such expenses are reasonably incurred. Any such visit, inspection, examination, discussion or tests shall not be deemed to be supervision, charge, management, control or occupation by the Lender for purposes of any environmental or other liabilities. All such examinations, visits and inspections of the Lender shall be coordinated with the Borrower for logistics purposes in order to minimize the number of such examinations, visits and inspections.

(20) Independent Consultants The Borrower shall pay all reasonable fees, costs and expenses of the Independent Cost Consultant and Independent Insurance Consultant, who the Lender shall have the right to appoint to assist the Lender, acting reasonably with (i) reviewing and approving the insurance policies maintained by the Obligors for the Project and the Collateral Property, the Project Budget, the Construction Schedule, the Plans and Specifications and the Material Project Agreements, (ii) projecting the Cost to Complete and determining the Costs in Place Margin and Cost to Complete Margin, (iii) advising the Lender as to whether the Project has been constructed in accordance with prudent industry practice, Applicable Law, the Project Budget, the Plans and Specifications, the Material Project Agreements and the Material Licences, and (iv) performing such additional functions as the Lender shall reasonably request.

(21) Remedy of Force Majeure The Borrower shall use its reasonable commercial efforts to remedy or cause to be remedied any event of Force Majeure or causes thereof; provided that notwithstanding the foregoing, no party shall be required to settle strikes of its employees or of employees of its contractors, sub-contractors and others on terms which it reasonably regards as unreasonable.

(22) Management and Control of Project The Borrower shall diligently and continuously proceed with and manage the Construction of, and operate, the Project in all material respects in accordance with: (i) prudent industry practice; (ii) the Material Project Agreements and Material Licences; (iii) the Project Budget; (iv) all warranties; (v) the Plans and Specifications; and (vi) the

Construction Schedule. Subject to Force Majeure, it shall not abandon (for a single period of 30 days or more), and shall ensure that there is no abandonment of, the Project.

(23) *Construction Act* (Ontario) The Borrower shall comply with the provisions of the *Construction Act* (Ontario), including, without limitation, retaining the Holdbacks required thereby.

(24) *Condominium Act, etc.* The Borrower shall, and shall cause the Collateral Guarantor to, comply with the provisions of the Condominium Act, all building codes and approved plans, in each cash to the extent applicable to the Project or the Collateral Property.

(25) Tarion The Borrower shall remain in good standing with Tarion.

(26) HST Refunds The Borrower shall file on a monthly basis all returns and other documents necessary to obtain the refund of HST in respect of the Project and apply the amount of any such refund to payment of Project Costs.

(27) "As-Built" Survey - (Survey of Foundations) Not later than 120 days after the foundations are completed, the Borrower shall provide the Lender with a survey of the foundations of the buildings on the Project Lands, prepared and certified by a land surveyor qualified to practise in Ontario.

(28) "As-Built" Survey - (Survey of Permanent Structures) Within 120 days after Substantial Completion of the Project, the Borrower shall deliver to the Lender an "As-Built" survey of the Project, prepared and certified by a land surveyor qualified to practise in Ontario which will identify, *inter alia*, the location of all easements and rights of way affecting the Project.

(29) Borrower's Equity and Cost Overruns The Borrower shall maintain Project Equity in an amount of no less than the Minimum Project Equity and fund any Cost Overruns on a line by line basis (after allocation of contingencies and demonstrable savings) by an additional contribution of Project Equity.

(30) Qualified Residential Presales The Borrower shall at all times maintain Qualified Residential Presales in an amount no less than $96,444,000 (including revenue from the sale of parking and lockers, and excluding charges for unit upgrades, alterations and recoveries of development charges).

(31) Single Purpose Entity The Borrower shall remain a Single Purpose Entity.

(32) Signage Upon the request of the Lender, the Borrower shall cause any sign to be provided by the Lender erected in respect of the Project to contain an acknowledgement of the financing provided by the Lender, the size and format of such acknowledgement to be similar to that of other major providers of services in respect of the Project. Such sign may be removed by the Borrower upon achievement of Substantial Completion.

(33) Project Operating Accounts Subject to the terms of the Senior Credit Agreement, the Borrower shall establish, maintain and operate separate accounts with the Lender for the Project and all funds (including Net Sales Proceeds and Interim Revenue) received relating to the Project shall be deposited to and all disbursements for accounts payable and otherwise shall be paid from such accounts.

(34) Acknowledgement of Assignment of Consultant Contracts and Construction Contracts The Borrower shall use its commercially reasonable efforts to cause each counterparty to the Architect Contract, the Engineering Contracts, the Mechanical and Electrical Contract, the Thermal Energy Purchase Agreement, and each Construction Contract (in the case of a Construction Contract, only where the contracted aggregate payments thereunder are in excess of $1,000,000) to execute and deliver an acknowledgement (in the form provided by the Lender or such other form as may be acceptable to the Lender) of the assignment thereof in favour of the Lender.

(35) Title The Borrower shall, and shall cause the Collateral Guarantor to, warrant and defend its title to the Project Lands and the Collateral Property and every part thereof against the claims of all persons other than Permitted Encumbrances and do, observe and perform all of its obligations and all things necessary or expedient to be done, observed or performed by virtue of any Applicable Law for the purpose of creating, maintaining and keeping maintained the Security constituted by the Loan Documents as valid and effective security with the priority required hereunder.

(36) Condominium Sales Agreements The Borrower shall provide copies of all Condominium Sales Agreements entered into by the Borrower, and cause the Collateral Guarantor to provide copies of all unit sale agreements entered into the Collateral Guarantor in respect of the Collateral Property, to the Lender.

8.02 **Reporting Requirements**

So long as this Agreement is in force and except as otherwise permitted by the prior written consent of the Lender, the Borrower will deliver or cause to be delivered to the Lender:

(1) Annual Financials As soon as available and in any event within 180 days after the end of each Fiscal Year of the applicable Person, the annual financial statements of the Borrower, including, in each case, balance sheet, statement of income and retained earnings, statement of changes in financial position and source and application of funds for such Fiscal Year, which will be prepared in accordance with GAAP, and a personal net worth statement for the Guarantor.

(2) Compliance Certificate A Compliance Certificate concurrently with the delivery of the financial statements referred to in Section 8.02(1).

(3) Monthly Reports - Within 25 days of the end of each calendar month, a Project status report detailing or including (i) Hard Costs incurred to date on work in place, Soft Costs incurred to date and an estimate of the Cost to Complete, (ii) a listing of aged accounts payable and outstanding cheques relating to Project Costs and details of Holdbacks, (iii) the details of any change to the Project Budget, and within 20 days of the end of each calendar month, (iv) an up-to-date Project sales summary report showing all Condominium Sales Agreements (including the details of Unit numbers, Unit type, purchaser's name, selling price, deposits paid and payable and the dates relating to same, anticipated possession dates, firm or conditional status, residency status of the purchaser, year to date sales figures). Hard Costs and estimated Hard Costs to complete are to be certified by the Independent Cost Consultant and approved by the Lender, acting reasonably. The Borrower will certify Soft Costs to the Lender's satisfaction, acting reasonably.

(4) Taxes Upon the request of the Lender, evidence that the relevant Obligors have paid to date the Taxes in respect of the Project and the Collateral Property.

(5) Insurance Reporting Concurrently with the renewal or placement of any insurance required to be maintained by Section 8.01(8) or 8.01(10), certificates of insurance relating to such insurance.

(6) Anti-Money Laundering Upon request, such information as may be necessary or advisable in order to satisfy the Lender's anti-money laundering and know your client responsibilities.

(7) Other Information Such other information, including financial and operating statements and reports, as the Lender may reasonably request respecting the Obligors, the Project or the Collateral Property.

8.03 **Negative Covenants**

So long as this Agreement is in force, the Borrower covenants as follows:

(1) No Sale of Project or Collateral Property Other than: (a) sales made pursuant to the terms of Condominium Sales Agreements or sales of units in the Collateral Property in accordance with Section 8.03(18), (b) Leases entered into accordance with this Agreement or leases in respect of the Collateral Property in accordance with prudent industry practice, or (c) Dispositions pursuant to Section 9.04, the Borrower and/or the Borrower GP will not, and will cause the Collateral Guarantor not to, Dispose of the Project or Collateral Property or any part thereof or interest therein without the consent of the Lender, and the Borrower agrees to promptly provide the Lender with an opportunity to review any purchase and sale agreement related to the Project Lands.

(2) No Transfer of Interest in Obligors The Borrower will not Permit any Disposition of any interest in the Borrower or the Collateral Guarantor.

(3) No Consolidation, Amalgamation, etc. The Borrower will not, and will cause the Collateral Guarantor not to, consolidate, amalgamate or merge with any other Person, enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate structure, liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution without the consent of the Lender, such consent not to be unreasonably withheld or delayed.

(4) No Change of Name Neither the Borrower nor the Borrower GP will, and will cause the Collateral Guarantor and the Collateral Guarantor GP not to, change its name without providing the Lender with 25 days' prior written notice thereof.

(5) No Debt The Borrower shall not create, incur, assume or permit any Debt to remain outstanding other than as set out in paragraph (ii) of the definition of "Single Purpose Entity" in Section 1.01 without the prior written consent of the Lender.

(6) No Amendment of Westmount Mortgage, Senior Debt or Collateral Property First Mortgage The Borrower shall not amend any of the Westmount Agreements or the loan documentation in respect of the Senior Debt (including any increase to the principal amount of or interest rate(s) applicable to the Senior Debt or any extension of the term thereof), and will cause

the Collateral Guarantor not to amend any of the loan documentation in respect of the Collateral Property First Mortgage (including any increase to the principal amount of or interest rate(s) applicable to the Collateral Property First Mortgagor any extension of the term thereof), without the prior written consent of the Lender, in its sole and absolute discretion.

(7) No Financial Assistance The Borrower shall not give any Financial Assistance.

(8) No Distributions The Borrower shall not, and will cause the Collateral Guarantor not to, make any Distributions other than a Distribution for the purpose of repaying to any Person the amount of equity that it contributed to the Borrower to enable the Borrower to increase Project Equity and which Project Equity is returned to the Borrower pursuant to the terms hereof.

(9) No Encumbrances The Borrower shall not, and shall cause the Collateral Guarantor not to, create, incur, assume or permit to exist any Encumbrance upon the Project Lands or the Collateral Property except Permitted Encumbrances.

(10) No Change to Year End The Borrower shall not make any change to its Fiscal Year end.

(11) No Continuance The Borrower shall not, and shall cause the Collateral Guarantor not to, continue into any other jurisdiction.

(12) Amendments to Organizational Documents The Borrower shall not, and shall cause the Collateral Guarantor not to, amend any of its Organizational Documents in a manner that would be prejudicial to the interests of the Lender under the Loan Documents.

(13) Amendments to Material Project Agreements The Borrower shall not amend, vary or alter, consent to any assignment or transfer of, or waive or surrender any of its material rights or material entitlements under, any Material Project Agreement, in each case if same could reasonably be expected to cause a Material Adverse Change.

(14) Amendment of Project Budget Subject to changes not exceeding the limits set out in Section 8.03(16), the Borrower shall not revise the Project Budget without the review of the Independent Cost Consultant, and subject to the consent of the Lender, acting reasonably, for any single change that results in Project Costs changing in excess of $10,000,000, or if the aggregate changes exceed $2,000,000. Upon any revision of the Project Budget, the Borrower will forthwith provide a copy to the Lender.

(15) Amendment of Plans and Specifications The Borrower shall not revise the Plans and Specifications in any material respect without the consent of the Lender. Upon any revision of the Plans and Specifications, the Borrower will forthwith provide a copy to the Lender.

(16) No Change Orders Without the prior written consent of the Lender, the Borrower shall not approve any change order related to the Project in excess of $500,000, or when combined with all previous change orders exceeds $2,000,000 in the aggregate, unless such change order does not involve a change to the overall Budgeted Project Costs, the Contingency Amount continues to be adequate to complete the Project, and the overall quality of the Project is not negatively impacted by the changes, all as determined by the Independent Cost Consultant or the Lender in its sole discretion.

(17) Amendment of Construction Schedule The Borrower shall not revise the Construction Schedule to permit completion of Construction later than that contemplated in the then current Construction Schedule, except with the consent of the Lender and provided, if required, the Borrower can demonstrate that it has contributed additional Project Equity sufficient to cover any increased Budgeted Project Costs arising in connection therewith. Upon revision of the Construction Schedule, the Borrower will forthwith provide a copy to the Lender.

(18) Unit Sales The Borrower shall not sell a Unit for less than 90% of such Unit's Proforma Sale Price without the consent of the Lender. The Borrower shall cause the Collateral Guarantor not to sell any unit in the Collateral Property for less than 90% of the greater of (i) the listed sales price of such unit as set out in Schedule 1.01(I), and (ii) its appraised value, without the consent of the Lender.

(19) Vendor Take Back Mortgages The Borrower shall not, and shall cause the Collateral Guarantor not to, without the approval of the Lender in writing, enter into any Condominium Sales Agreement or agreement for the sale of a unit in the Collateral Property which contains a provision allowing for partial or full payment of the purchase price payable thereunder by way of a vendor take back mortgage or other Debt instrument (the intent being that all net proceeds of the sale of Units or units in the Collateral Property shall be in the form of cash).

(20) Assignment of Condominium Sales Agreements The Borrower will not consent to any assignment by a purchaser under a Condominium Sales Agreement unless the Borrower retains the Purchaser Deposits paid thereunder or a replacement Purchaser's Deposit in at least the same amount has been received.

(21) Leasing The Borrower will not enter into any Leases or renew, amend, terminate, forfeit or cancel any Leases unless such Leases, amendments, renewals, terminations, forfeitures or cancellations reflect in all material respects good business practice and such material terms as a prudent owner of a similar property would accept having regard to all relevant factors and the leasing practice in the market at the relevant time.

(22) Concerning Leases Generally The Borrower will not accept or require payment of rent or other moneys payable by a tenant under any Lease that would result in more than one month of such rent or other moneys being prepaid under such Lease other than:

(a) prepaid rent or deposits on account of rent which represents the portion of the cost of construction of the relevant demised premises which exceeds the portion of such cost which was used as the basis for determining the basic rental otherwise payable under such Lease; or

(b) amounts representing a bona fide precalculation of any amount that is required to be paid under such Lease in addition to basic rental, including amounts payable with respect to taxes and maintenance of the Project and overage and percentage rentals; or

(c) lease surrender payments and security deposits made by the tenant under such Lease.

(23) Residency Neither the Borrower nor the Borrower GP will, and will cause the Collateral Guarantor and Collateral Guarantor GP another to, become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

(24) Accounting Policies The Borrower shall not change its accounting policies or reporting practices without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

ARTICLE 9 - SECURITY

9.01 Security

As general and continuing security for the payment and performance of the Obligations, the security described below will be granted to the Lender on behalf of the Lender:

(a) the Debenture (and any Replacement Charge granted to the Lender pursuant to Section 9.05);

(b) the Assignment of Material Project Agreements;

(c) the Share Pledge, together with, subject to the rights of the Senior Agent, physical delivery to the Lender of the share certificate(s) representing the shares of the Borrower pledged thereby, such certificate(s) to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Lender;

(d) a limited recourse guarantee from the shareholders of the Borrower in respect of the Share Pledge, which shall include an assignment and postponement of claims relating to any claims against the Borrower. The recourse of the Lender to such shareholders under the limited recourse guarantee will be limited to enforcing its rights and remedies against the shareholders under the Share Pledge;

(e) assignment and postponement of Claims (if any) from all shareholders of the Borrower;

(f) the Environmental Indemnity;

(g) the Assignment of Condominium Sales Agreements and Deposits;

(h) the Guarantee;

(i) the Cost Overrun and Completion Guarantee;

(j) the Westmount Subordination Agreement;

(k) the Senior Debt Subordination Agreement;

(l) the Collateral Guarantee;

(m) the Collateral Debenture;

(n) the Collateral Beneficial Owner’s Agreement; and

(o) such other security as the Lender requires, which is contemplated by this Agreement or which security more fully gives effect to the security contemplated by this Agreement.

9.02 **After Acquired Property and Further Assurances**

The Borrower will from time to time execute and deliver all such further deeds or other instruments of conveyance, assignment, transfer, mortgage, pledge or charge in connection with all Property related to the Project acquired by the Borrower after the date hereof, or as may be required by the Lender, acting reasonably, to properly perfect the security interest of the Lender in any Property related to the Project.

9.03 **Form of Security**

The Security will be in form satisfactory to the Lender, acting reasonably.

9.04 **Unit Discharge Program**

(1) Provided no Default or Event of Default has occurred and is continuing, the Borrower shall be entitled to a partial discharge of the Security as it relates to the applicable Units (and the corresponding parking, locker, communication units, sign units and common areas of the Project), upon payment to the Senior Agent (and after the Senior Debt has been repaid in full, to the Lender, for application in accordance with subsection (4)), of the following amounts:

(a) where a Unit is sold pursuant to the terms of a Condominium Sales Agreement that qualifies as a Qualified Residential Presale, the Net Sale Proceeds; and

(b) where a Unit is sold pursuant to the terms of a Condominium Sales Agreement that does not qualify as a Qualified Residential Presale, the greater of: (x) the Net Sale Proceeds; and (y) 95% of the Proforma Sale Price applicable to such Unit, net of the Purchaser Deposits allocable to such Unit and the closing costs and applicable sales Taxes in connection with the sale.

(2) Provided no Default or Event of Default has occurred and is continuing, the Borrower shall be entitled to a partial discharge of the Security as it relates to the Retail Component (or portion thereof), upon payment to the Senior Agent (and after the Senior Debt has been repaid in full, to the Lender, for application in accordance with subsection (4)), of the following amounts:

(a) the Net Retail Component Sale Proceeds from the sale of the Retail Component (or portion thereof) on terms approved in writing by the Lender; or

(b) if the Borrower obtains term financing for the Retail Component from an Arm's Length lender and on terms approved in writing by the Lender, the net proceeds of such financing.

(3) Provided no Default or Event of Default has occurred and is continuing, the Collateral Guarantor shall be entitled to a partial discharge of the Security as it relates to any unit in the Collateral Property (and the corresponding parking, locker, communication units, sign units and common areas thereof), upon payment to the holder of the Collateral Property First Mortgage

(and after the Collateral Property First Mortgage has been repaid in full, to the Lender, for application in accordance with subsection (4)), of the net sale proceeds from the sale of such unit.

(4) Any payments received by the Lender pursuant to Subsection (1), (2) and 3 above shall be applied, first, towards repayment of any Loans outstanding under the Credit Facility and second, towards any other Obligations payable hereunder. All such amounts repaid in respect of Loans shall result in a permanent reduction of the Credit Facility.

(5) The Lender shall execute such releases of the Security in respect of any Unit or other component in respect of which a partial discharge is sought pursuant to Subsection (1), (2) or (3) above in form and substance as the Borrower or Collateral Guarantor may reasonably require and shall deliver same to the Obligors' Counsel in escrow for delivery or release upon delivery to the Senior Agent or the Lender of the amount described in Subsection (1), (2) or (3) above, as applicable.

9.05 **Condominium Documents/Replacement Charge**

Provided that no Default or Event of Default has occurred and is continuing, the Lender agrees, from time to time upon the request of and at the expense of the Borrower, to execute and deliver a consent to the Borrower registering the Declaration pursuant to the Condominium Act, provided that all Condominium Documentation is provided to and found in all respects satisfactory to the Lender and provided further that, upon the request of the Lender, acting reasonably, the Borrower shall deliver to the Lender a further charge of the Project (in substantially the same form as the Debenture) with respect to all Units and the pro-rata share of common elements (the "**Replacement Charge**"), which charge shall be registered after the date of registration of the Declaration on title to the Project.

ARTICLE 10 - DEFAULT

10.01 **Events of Default**

The occurrence of any one or more of the following events (each such event being referred to as an **"Event of Default"**) will constitute a default under this Agreement:

(a) if the Borrower fails to pay any amount of principal of any Loan when due;

(b) if the Borrower fails to pay any interest, fees or other Obligations (other than any principal amount) when due and such default continues for three Business Days;

(c) if the Borrower breaches its covenant in Section 8.03(1);

(d) if any Obligor neglects to observe or perform any covenant or obligation contained in this Agreement or any other Loan Document on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 10.01 or such Loan Document) and such Obligor fails to remedy such default within 30 days from the earlier of (i) the date such Obligor becomes aware of such default, and (ii) the date the Lender delivers written notice of the default to such Obligor;

(e) if any information, representation or warranty given or made by any Obligor in this Agreement, any Loan Document or in any certificate or other document at any time delivered hereunder to the Lender proves to have been incorrect or misleading in any material respect on and as of the date that it was made or was deemed to have been made;

(f) if any Obligor ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its Debts generally;

(g) if any Obligor denies, to any material extent, its obligations under any Loan Document or claims any of the Loan Documents to be invalid or withdrawn in whole or in part;

(h) if any of the Loan Documents or any material provision of any of them becomes unlawful or is changed by virtue of legislation or by a Governmental Authority, if any Obligor does not, within 15 Business Days of receipt of notice of such Loan Document or material provision becoming unlawful or being changed, replace such Loan Document with a new agreement that is in form and substance satisfactory to the Lender acting reasonably, or amend such Loan Document to the satisfaction of the Lender acting reasonably;

(i) if a decree or order of a court of competent jurisdiction is entered adjudging an Obligor a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of an Obligor under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *United States Bankruptcy Code* or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any substantial part of the assets of an Obligor or ordering the winding-up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 30 days;

(j) if any Obligor becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code*, the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;

(k) if an Encumbrancer takes possession, by appointment of a receiver, receiver and manager or otherwise, of: (i) all or any part of the Project Lands, (ii) all or any material part of the remainder of the Project, or (iii) all or any part of the Collateral Property;

(l) if proceedings are commenced for the dissolution, liquidation or voluntary winding-up of any Obligor, or for the suspension of the operations of any Obligor unless such proceedings are being actively and diligently contested in good faith;

(m) if a final judgment or decree for the payment of money due has been obtained or entered against an Obligor in an amount, when combined with any other such judgment or decrees, is in an amount in excess of Cdn. $100,000, and such judgment or decree has not been and remained vacated, discharged or stayed pending appeal within the applicable appeal period or the applicable Obligor has not demonstrated to the satisfaction of the Lender that it has the financial ability to satisfy such judgement or decree without adversely affecting in any material way, such Obligor's ability to perform its obligations under the Loan Documents;

(n) if an event of default as defined in: (i) any indenture or instrument evidencing, or under which, any Debt of the Borrower or Borrower GP is outstanding shall happen and be continuing and uncured within the time allowed for curing such default (including, without limitation, the Senior Credit Agreement); (ii) any indenture or instrument evidencing, or under which, any Debt of the Guarantor to the Lender, or any one of them, is outstanding shall happen and be continuing and uncured within the time allowed for curing such default; or (iii) any indenture or instrument evidencing, or under which, any Debt of the Guarantor to any other lender in any amount of CAD $1,000,000 or more is outstanding shall happen and be continuing and uncured within the time allowed for curing such default;

(o) if an event of default occurs under the Westmount Mortgage which is not waived by Westmount or cured within any cure period afforded therefor or in respect of which Westmount is required to stand still pursuant to the terms of the Westmount Subordination Agreement;

(p) if any Security ceases to constitute a valid and perfected first priority security interest (subject only to Permitted Encumbrances) and, provided the Lender is satisfied that its position and the position of the Lender will not be prejudiced, the applicable Obligor has failed to remedy such default within 10 Business Days of becoming aware of such fact;

(q) if an event of default occurs under the Organizational Documents of the Borrower or any Material Project Agreement resulting in, or is likely to result in, a Material Adverse Change;

(r) if, except as permitted under Section 8.03(3), there is any reorganization of any Obligor or any consolidation, merger or amalgamation of any Obligor with any other company or companies, the effect of which would likely be a Material Adverse Change, or if a change of Control of an Obligor occurs;

(s) if Construction ceases for a single period of 30 days or more, except for a period not exceeding two months which results due to Force Majeure, or if the Borrower fails to obtain any approval of a Governmental Authority required to complete the Project or any such approval is withdrawn;

(t) if any Cost Overrun is not paid within 10 Business Days of written notice by the Lender to the Borrower of such Cost Overrun;

(u) if the Borrower fails to remain a Single Purpose Entity; or

(v) if a Material Adverse Change has occurred.

10.02 **Acceleration and Enforcement**

(1) If any Event of Default occurs and is continuing:

(a) the Lender will have no further obligation to make Loans hereunder, and the outstanding principal amount or face amount, as the case may be, of all Loans and all other Obligations will, upon written notice from the Lender to the Borrower, become immediately due and payable with interest thereon, at the rate or rates determined as herein provided, to the date of actual payment; provided, if any Event of Default described in Section 10.01(i) or (j) with respect to any Obligor occurs and is continuing, the Commitments (if not theretofore terminated) will automatically terminate and the outstanding principal amount or face amount, as the case may be, of all Loans and all other Obligations will automatically be and become immediately due and payable; and

(b) the Lender may, in its discretion, exercise any right or recourse and proceed by any action, suit, remedy or proceeding against any Obligor permitted by law for the recovery of all the Obligations to the Lender and, whether or not the Lender has exercised any of its rights under the foregoing clause (a), proceed to exercise any and all rights hereunder and under the Security.

(2) The Lender is not under any obligation to the Obligors or any other Person to realize upon any collateral or enforce the Security or any part thereof or to allow any of the collateral to be dealt with or Disposed of. The Lender is not responsible or liable to the Obligors or any other Person for any loss or damage arising from such realization or enforcement or the failure to do so or for any act or omission on their respective parts or on the part of any director, officer, employee, agent or adviser of any of them in connection with any of the foregoing.

10.03 **Remedies Cumulative**

For greater certainty, it is expressly understood that the respective rights and remedies of the Lender hereunder or under any other Loan Document or instrument executed pursuant to this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any other Loan Document will not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Lender may be lawfully entitled in connection with such default or breach.

10.04 **Perform Obligations**

If an Event of Default has occurred and is continuing and if any Obligor has failed to perform any of its covenants or agreements in the Loan Documents, the Lender may, but will be under no obligation to, perform any such covenants or agreements in any manner deemed fit by the Lender without thereby waiving any rights to enforce the Loan Documents. The reasonable expenses (including any reasonable legal costs) paid by the Lender in respect of the foregoing will be an Obligation and will be secured by the Security.

10.05 **Third Parties**

It is not necessary for any Person dealing with the Lender or any agent of the Lender to inquire whether the Security has become enforceable, or whether the powers that the Lender are purporting to exercise may be exercised, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale is to be made, or otherwise as to the propriety or regularity of any Disposition or any other dealing with the collateral charged by such Security or any part thereof.

10.06 **Application of Payments**

From and after the occurrence of an Event of Default which is continuing, all payments made by the Obligors hereunder or received from proceeds of realization of any Security will be applied to amounts due under the Obligations, all as determined by the Lender.

ARTICLE 11 - CHANGE IN CIRCUMSTANCES AND INDEMNITIES

11.01 **Increased Costs**

(1) Subject to Section 11.01(5), if any Change in Law will:

(a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender;

(b) subject the Lender to any Tax of any kind whatsoever with respect to this Agreement, or any Loan, or change the basis of taxation of payments to the Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 11.02 and the imposition, or any change in the rate, of any Excluded Tax payable by the Lender; or

(c) impose on the Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by the Lender;

and the result of any of the foregoing will be to increase the cost to the Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount), then upon request of the Lender the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered.

(2) Subject to Section 11.01(5), if the Lender determines that any Change in Law affecting the Lender or any lending office of the Lender or the Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement or the commitment of the Lender or the Loans made by the Lender hereunder, to a level below that which the Lender or its holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to the

Lender such additional amount or amounts as will compensate the Lender or its holding company for any such reduction suffered.

(3) A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in Section 11.01(1) or 11.01(2), including reasonable detail of the basis of calculation of the amount or amounts, that is delivered to the Borrower will be conclusive absent manifest error. The Borrower will pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(4) Failure or delay on the part of the Lender to demand compensation pursuant to this Section 11.01 will not constitute a waiver of the Lender's right to demand such compensation, except that the Borrower will not be required to compensate the Lender pursuant to this Section 11.01 for any increased costs incurred or reductions suffered more than 270 days prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Lender's intention to claim compensation therefor, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the 270-day period referred to above will be extended to include the period of retroactive effect thereof.

(5) Notwithstanding the foregoing, the Borrower shall not be required to compensate the Lender pursuant to this Section 11.01 to the extent that the additional cost incurred or reduction suffered for which the Lender is seeking compensation would not have been incurred or suffered by the Lender if it was a Schedule I or II Canadian bank.

11.02 **Taxes**

(1) If any Obligor or the Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of an Obligor hereunder or under any other Loan Document, then (i) the sum payable will be increased by that Obligor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Lender receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Obligor will make any such deductions required to be made by it under Applicable Law and (iii) the Obligor will pay when due the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(2) Without limiting the provisions of Section 11.02(1), the Borrower will timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(3) The Borrower will indemnify the Lender, within 10 days after demand therefor, for the full amount of (i) any amount owing under 11.02(1) by any Obligor that is not a party to this Agreement, and (ii) any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender will be conclusive absent manifest error.

(4) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by an Obligor to a Governmental Authority, the Obligor will (or the Borrower will cause such Obligor to) deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(5) If the Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which an Obligor has paid additional amounts pursuant to this Section 11.02 or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it will pay to the Borrower or other Obligor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or Obligor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Lender and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower or other Obligor as applicable, upon the request of the Lender, agrees to repay the amount paid over to the Borrower or other Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender if the Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph will not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

(6) The Lender represents and warrants to the Borrower that it is a "Canadian Branch of an Authorized Foreign Bank" for the purposes of Section 212(13.3) of the *Income Tax Act* (Canada) and that the Credit Facility is held in the course of its Canadian banking business. The obligations of the Obligors under any other provision of this Section 11.02 will not apply if any such obligation arises because the foregoing representation and warranty was not true, or at any time ceases to be true.

11.03 **Illegality**

If the Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Lender to make or maintain any Loan (or to maintain its obligation to make any Loan), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by the Lender to the Borrower, any obligation of the Lender with respect to the activity that is unlawful will be suspended until the Lender notifies the Borrower that the circumstances giving rise to such determination no longer exist. Within a reasonable delay following receipt of such notice, the Borrower will, upon demand from the Lender, prepay or convert any Loan as required in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower will also pay accrued interest on the amount so prepaid or converted.

11.04 **Indemnity by the Borrower**

(1) The Borrower will indemnify the Lender and each Related Party of the Lender (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Obligor arising out of, in

connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Obligor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Obligor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Obligor has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor will an indemnity be available in respect of matters specifically addressed in Sections 11.01, 11.02 or 12.01.

(2) To the fullest extent permitted by Applicable Law, the Obligor will not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee will be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(3) All amounts due under Section 11.04(1) will be payable promptly after demand therefor. A certificate of the Lender setting forth the amount or amounts owing to the Lender or Related Party, as the case may be, as specified in Section 11.04(1), including reasonable detail of the basis of calculation of the amount or amounts, that is delivered to the Borrower will be conclusive absent manifest error.

11.05 **Specific Environmental Indemnification**

(1) The Obligors shall indemnify the Indemnitees and hold them harmless at all times from and against any and all losses, damages and costs (including reasonable counsel fees and out-of-pocket expenses) resulting from any legal action commenced or claim made by a third party against the Indemnitees or any of them related to or as a result of actions or omissions on the part of the Borrower related to or as a consequence of environmental matters or any requirements of Environmental Laws concerning the Project, the Project Lands or the Collateral Property. The Obligors shall have the sole right, at their expense, to control any such legal action or claim and to settle on terms and conditions approved by the Obligors and approved by the party named in such legal action or claim, acting reasonably, provided that if, in the opinion of the Lender, the interests of an Indemnitee are different from those of the Obligors, in connection with such legal action or claim, such Indemnitee shall have the sole right, at the Obligors' expense, to defend its own interests provided that any settlement of such legal action or claim shall be on terms and conditions approved by the Obligors, acting reasonably. If an Indemnitee elects to defend such legal action or claim, it shall promptly notify the Obligors of same and shall make reasonable efforts to consult with the Obligors on an ongoing basis in connection with such matter.

If the Obligors do not defend the legal action or claim, the Indemnitee shall have the right to do so on its own behalf and on behalf of the Obligors at the expense of the Obligors, as the case may be.

ARTICLE 12 – GENERAL

12.01 Costs and Expenses

The Borrower will pay (i) all reasonable out-of-pocket expenses incurred by the Lender, including the reasonable fees, charges and disbursements of Lender's Counsel, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby will be consummated), and (ii) all out-of-pocket expenses incurred by the Lender, including the fees, charges and disbursements of Lender's Counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section 12.01, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

12.02 Governing Law, Jurisdiction, Etc.

(1) This Agreement and each other Loan Document (unless otherwise specified in such Loan Document) will be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Each of the Obligors irrevocably and unconditionally submits, for itself and its Property, to the non-exclusive jurisdiction of the courts of the Province of Ontario and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each Obligor agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document will affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

(3) Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 12.02(2). Each Obligor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12.03 Confidentiality

(1) The Lender agrees to maintain the confidentiality of the Information (as defined in Section 12.03(2) below), except that Information may be disclosed (a) to its Affiliates and its Affiliates' respective partners, directors, officers, employees, agents, advisors and

representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 12.03(1), to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 12.03(1) or (y) becomes available to the Lender on a non-confidential basis from a source other than a Relevant Party.

(2) For purposes of this Section, "Information" means all information received in connection with this Agreement from any Obligor relating to any Obligor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in Section 12.03(1) will be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

12.04 **Benefit and Burden of Agreement**

This Agreement will be binding upon the Obligors and their respective heirs, executors, administrators, successors and assigns. This Agreement will enure to the benefit of and will be binding upon the Lender and its successors and assigns.

12.05 **No Assignment by the Borrower**

The rights and benefits of the Borrower hereunder may not be assigned by the Borrower.

12.06 **Assignment or Participation by Lender**

(1) The rights, benefits and obligations of the Lender under or in respect of this Agreement (the "**Rights**") may be assigned, in whole or in part, in the minimum amount of Cdn. $1,000,000 and increments of Cdn. $100,000 ("**Assign**", "**Assigned**" or an "**Assignment**") or participated ("**Participated**" or a "**Participation**") by the Lender with one or more Persons (each an "**Assignee**" or a "**Participant**", as the case may be), subject, in the case of an Assignment, to the prior written consent of the Borrower being obtained, which consent will not be unreasonably withheld or delayed (provided that the consent of the Borrower shall not be required following the occurrence and during the continuance of an Event of Default). An Assignment or Participation hereunder will become effective upon execution of the applicable documentation by the Lender, as applicable, and the Participant or Assignee, as the case may be. The Borrower will execute all such further documentation as the Lender may request with respect to any Assignment or Participation and any prospective Assignee will execute such

documentation as the Borrower may reasonably request for the purpose of ensuring that the Assignee is bound by the terms of this Agreement.

(2) Any Assignee of Rights will be and be treated in respect of such Rights as if it were the Lender for all purposes of this Agreement, will be entitled to the benefit hereof, and will be subject to the obligations of the Lender in respect of such Rights, to the same extent as if it were an original party in respect of the Rights and the Lender assigning such Rights will be released and discharged from its obligations hereunder in respect of such Rights. To the extent that the Rights are the subject of a Participation, all references in this Agreement to the Lender will, with respect to such Rights that are subject to the Participation, continue to be construed as a reference to the Lender, and the Borrower will be entitled to deal with the Lender as if it were the sole owner of the Rights and the Lender will not be released from obligations hereunder by virtue of the Participation. The Borrower acknowledges and agrees that the Lender will be entitled, in its own name, to enforce for the benefit of, or as agent for, any Participants, any and all rights, claims and interests of such Participants, in respect of the Rights and that Participants will not be entitled to demand payment or exercise any other right or remedy pursuant hereto.

(3) For the purposes of any Assignment or Participation hereunder, the Lender may disclose on a confidential basis to a potential Assignee or Participant such information about the Borrower as the Lender may see fit, provided that such potential Assignee or Participant has executed a confidentiality agreement in favour of the Lender and Borrower.

12.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient at the address or facsimile number set forth on the signature pages to this Agreement, or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail, on the third Business Day following the deposit thereof in the mail or, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

12.08 **Effect of Assignment**

For greater certainty, an assignment or participation by the Lender of its rights hereunder will not constitute a repayment, discharge, rescission, extinguishment or novation of any extension of credit by such Lender under this Agreement or interest therein, and the obligations so assigned will continue to be the same obligations and not new obligations.

12.09 **Survival**

The provisions of Sections 11.04, 11.05 and 12.01 will survive the repayment of all Loans and all obligations with respect to Letters of Credit, whether on account of principal,

interest or fees, and the termination of this Agreement, unless a specific release of such provisions by the Lender, on behalf of the Lender, is delivered to the Obligors.

12.10 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

12.11 **Further Assurances**

The Borrower and the Lender will promptly cure any default by it in the execution and delivery of this Agreement, the Loan Documents or of any of the agreements provided for hereunder to which it is a party. The Borrower, at its reasonable expense, will promptly execute and deliver to the Lender, upon written request by the Lender, all such other and further documents, agreements, opinions, certificates and instruments in compliance with, or for the accomplishment of the covenants and agreements of the Borrower hereunder or more fully to state the obligations of the Borrower as set forth herein or to make any recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

12.12 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Borrower and the Lender. No waiver of any breach of any provision of this Agreement and no consent required hereunder will be effective or binding unless made in writing and signed by the party purporting to give the same. Unless otherwise provided, any waiver or consent given hereunder will be limited to the specific breach waived or matter consented to, as the case may be, and may be subject to such conditions as the party giving such waiver or consent considers appropriate.

12.13 **Time of the Essence**

Time is of the essence of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the parties have executed this Agreement.

BORROWER:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

250 Merton Street
Suite 409
Toronto, Ontario, M4S 1B1
Attention: Michael D. Butler
Email: mbutler@novaridge.com

By: 

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

Witness:



Michael Butler



Name: Louis Gasbarre

LENDER:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

By: _____

Name: Robert Dyck
Title: ED & Country Manager

_____

Name: David Lay
Title: AVP

Schedule A

Legal Description of Project

1478-1496 Kingston Road, Toronto, Ontario

PIN 06463-0015 (LT)

PCL 7-1, SEC M588 ; LTS 7, 8 & 9, PL M588 , T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON ; SCARBOROUGH , CITY OF TORONTO

Schedule B

PROJECT MONITOR CERTIFICATE

TO: United Overseas Bank Limited, Vancouver Branch (the "**Bank**")	**BORROWER:** Nova Ridge (Manderley) Limited Partnership (**"Borrower"**)
ADVANCE NO:	**PROJECT:** Construction site work for 1478-1496 Kingston Road, Toronto, Ontario (**"Project"**)
CERTIFICATE DATE: [Date]	**COMPLETION DATE:** [Date] (**"Completion Date"**)

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically reviewed construction since the commencement of construction and last visited the Project on [Date].

2. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.

    a. Project costs of work completed to date: $_____

    b. Project costs of remaining work: $_____

    c. Estimated total Project costs (a+b): $_____

    d. Original estimate of total Project costs: $_____

    e. Amount of additional costs, if any (c-d): $_____

3. In my/our opinion, as of the date hereof, the remaining contingency reserve of $[insert amount] contained in 2b above is adequate given the current state of work in place and contracts entered into to complete the Project.

4. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is [insert date]**.** Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated this [ ] day of [ ], 20[ ].

[Project monitor name]

per:_____

Schedule C

Legal Description of Collateral Property

Certain condominiums units in Peel Standard Condominium Plan No. 1052 located at 755 Queensway East, Mississauga, Ontario

PINs 20052-0033 to 20052-0040 inclusive, 20052-0043 and 20052-0045 to 20052-0048 inclusive, being Units 1 to 8 on Level 2, Unit 3 on Level 3, and Units 5 to 8 on Level 3, of Peel Standard Condominium Plan No. 1052 and its appurtenant interest, City of Mississauga.

Schedule 1.01(A)

Compliance Certificate

TO: UNITED OVERSEAS BANK LIMITED, Vancouver Branch

FROM: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner NOVA RIDGE (MANDERLEY) GP CORP. (the "**Borrower**")

DATE: ●

This Compliance Certificate is delivered to you pursuant to Section 8.02(2) of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, and you, as lender, , as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Compliance Certificate that are defined in the Credit Agreement have the same meanings herein.

I, _____, the _____ of the Borrower, certify for and on behalf of the Borrower and not in my personal capacity and without personal liability, that:

1. Representations and Warranties All of the representations and warranties of the Borrower contained in Section 7.01 of the Credit Agreement and, to my knowledge, of the Guarantor contained in the Guarantee are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:

   (a) given to the Lender by the Borrower and accepted in writing by the Lender, and

   (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Lender in writing.

2. Terms, Covenants and Conditions All of the terms, covenants and conditions of the Credit Agreement and each of the other Loan Documents to be performed or complied with by the Obligors at or prior to the date hereof have been performed or complied with.

3. Default No Default or Event of Default has occurred and is continuing on the date hereof.

4. Financial Statements Attached hereto are the annual financial statements of the Borrower and the Guarantor for the Fiscal Year ended December 31, 202●.

_____

Name:

Schedule 1.01(B)

Consultants

Please see report of Independent Cost Consultant.

Schedule 1.01(C)

Drawdown Notice

TO: UNITED OVERSEAS BANK LIMITED, Vancouver Branch

FROM: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP. (the **"Borrower"**)

DATE: ●

---

1. This Drawdown Notice is delivered to you pursuant to Section 2.04 of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, and you, as lender, as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Drawdown Notice that are defined in the Credit Agreement have the same meanings herein.

2. The Borrower hereby requests the following Loan:

   (a) Drawdown Date: _____

   (b) Amount of Loan:

		Amount
Prime Rate Loan:	Cdn. $	_____

3. Representations and Warranties All of the representations and warranties of the Borrower contained in Section 7.01 of the Credit Agreement and, to the knowledge of the undersigned, of the Guarantor contained in the Guarantee are true and correct on and as of the date hereof as though made on and as of the date hereof, subject to changes thereto:

   (a) given to the Lender by the Borrower and accepted in writing by the Lender; and

   (b) expressly contemplated by the terms of the Credit Agreement and disclosed to the Lender in writing.

4. All of the conditions precedent to the Loan(s) and Letter(s) of Credit requested hereby that have not been properly waived in writing by or on behalf of the Lender have been satisfied.

5. No Default or Event of Default has occurred and is continuing or will have occurred and be continuing on the Drawdown Date, or will result from the Loan(s) and Letter(s) of Credit requested hereby.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE(MANDERLEY) GP CORP.

By: _____
Name:
Title:

Schedule 1.01(D)

Material Licences and Material Project Agreements

Please see report of Independent Cost Consultant.

Schedule 1.01(E)

Current Project Budget

See attached

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

PROJECT BUDGET	31-Dec-21 FM PREVIOUS BUDGET	VARIANCE	FM CURRENT BUDGET	31-Jan-22 COST TO DATE	31-Dec-21 PREVIOUS COST TO DATE	CURRENT COSTS
FINANCE						
60 Commitment Fees - Facility 3 UOB (Construction Financing)	430,795	20	430,815	430,815		430,815
61 Commitment Fees - QuidPro (1st Mortage)	132,500	0	132,500	132,500	132,500	0
62 Commitment Fees - QuidPro (2nd Mortage)	10,000	0	10,000	10,000	10,000	0
63 Commitment Fees - UOB (Mezzanine Loan)	150,000	(47,000)	103,000	40,000	40,000	0
64 Commitment Fees - Facility 1 UOB (Pre-Development Loan)	90,000	0	90,000	90,000	90,000	0
65 Commitment Fees - Facility 2 UOB (Bridge Loan)	20,000	0	20,000			0
66 Stand-By Fee - Facility 3 UOB (Construction Financing)	552,546	0	552,546			0
67 Stand-By Fee - Facility 2 UOB (Bridge Loan)	3,208	0	3,208			0
68 Extension Fee - Facility 1 UOB (Pre-Development Loan)	Excluded	0	Excluded			0
69 Extension Fee - Facility 2 UOB (Bridge Loan)	Excluded	0	Excluded			0
70 Arrangement Fee - Facility 3 UOB (0.15%)	117,489	6	117,495			0
71 Agency Fee ($30,000 per annum)	90,000	0	90,000			0
72 Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	34,800	0	34,800	5,314	5,314	0
73 Letter of Credit Fees ($2.5m x 1.5% - as per UOB) (as per Owner)	75,000	0	75,000			0
74 Appraisal (as per Owner)	10,000	0	10,000	8,175	8,175	0
75 Project Monitor	189,596	0	189,596	27,024	22,936	4,088
76 Deposit Insurance Fees	516,343	0	516,343	78,376	78,376	0
77 Swing Line - UOB	100,000	0	100,000	100,000	100,000	0
78 Swing Line - UOB (Credit)	(100,000)	0	(100,000)			0
79 1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	0
80 2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	0
81 Mezzanine Loan Interest (UOB) (as per Owner)	1,770,833	229,167	2,000,000			0
82 Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	508,265	(53,813)	454,452	400,110	346,297	53,813
83 Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	97,867	36,782	134,649	104,342	74,035	30,307
84 Construction Loan Interest - Facility 3 UOB (Construction Financing)	3,371,205	311,740	3,682,945			0
FINANCE SUBTOTAL	**9,804,944**	**476,901**	**10,281,845**	**3,061,152**	**2,542,130**	**519,023**
OPERATING COSTS & INCOME						
85 Operating Costs	241,920	0	241,920			0
86 Occupancy Income	(959,828)	(191,557)	(1,151,385)			0
87 Interest Earned on Deposits	(351,024)	(971)	(351,995)			0
88 Interest Payable on Deposits	0	0	0			0
89 Warranty Reserve (as per Owner)	375,000	(178,000)	197,000			0
OPERATING COSTS & INCOME SUBTOTAL	**(693,932)**	**(370,528)**	**(1,064,460)**	**0**	**0**	**0**
CONTINGENCY						
90 Construction Contingency	2,530,422	11,531	2,541,953			0
91 Construction Tendering & Marketing Contingency	612,950	(512,305)	100,645			0
92 Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			0
93 Development Contingency	767,672	(135,503)	632,168			0
CONTINGENCY SUBTOTAL	**3,911,044**	**(636,277)**	**3,274,766**	**0**	**0**	**0**
HARMONIZED SALES TAX						
94 H.S.T. on Monthly Payables	9,828,844	0	9,828,844	768,752	694,473	74,279
95 H.S.T. Monthly Input Tax Credit	(9,828,844)	0	(9,828,844)	(444,473)	(444,473)	0
96 H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			0
HST SUBTOTAL	0	0	**0**	**324,279**	**250,000**	**74,279**
PROJECT BUDGET	**117,850,000**	**(500,000)**	**117,350,000**	**39,404,938**	**35,173,531**	**4,231,407**
	117,850,000	(500,000)	117,350,000			
			Less Holdback Retained	(120,850)	(96,430)	(24,420)
			Add Holdback Released	14,488	14,488	0
			Net Cost to Date	**39,298,576**	**35,091,589**	**4,206,987**
				39,298,576	35,091,589	4,206,987

MT MTDOCS 44477944

Schedule 1.01(F)

Proforma Sale Prices

See attached

The Manderley Condos

Project Summary

March 2, 2022

ALL SUITES	Status	No. of Units	% of Total	Revenue*	% of Total	Area	% of Total	$PSF	Revenue (Net of H.S.T.)**
SALES:									
Firm	F	163	84%	$103,844,220	78%	107,855	80%	$963	$95,359,697
International Firm	IF	0	0%	$0	0%	0	0%	$0	$0
Conditional	C	0	0%	$0	0%	0	0%	$0	$0
International Conditional	IC	0	0%	$0	0%	0	0%	$0	$0
Executed	E	0	0%	$0	0%	0	0%	$0	$0
Signed	S	0	0%	$0	0%	0	0%	$0	$0
Total Sales:		163	84%	$103,844,220	78%	107,855	80%	$963	$95,359,697
INVENTORY:									
Designated	D	0	0%	$0	0%	0	0%	$0	$0
Marketing Hold	M	11	6%	$10,149,890	8%	7,930	6%	$1,280	$9,215,832
Design Hold	DH	0	0%	$0	0%	0	0%	$0	$0
Corporate Hold	CH	2	1%	$1,519,980	1%	1,465	1%	$1,038	$1,387,593
Out for Signing	O	1	1%	$819,990	1%	756	1%	$1,085	$746,894
Available F&F	AF	0	0%	$0	0%	0	0%	$0	$0
Available	A	17	9%	$16,756,830	13%	16,420	12%	$1,021	$15,190,115
Total Inventory:		31	16%	$29,246,690	22%	26,571	20%	$1,101	$26,540,434
TOTAL UNIT REVENUE:		194	100%	$133,090,910	100%	134,426	100%	$990	$121,900,131

** Net of HST disclaime

PARKING STATUS							
	64						
Parking Sold Firm	$	56,990.00	0	0%	$0		
	$	49,990.00	41	64%	$2,049,590		
	Total Sold		41	64%	$2,049,590		
Parking Pending	$	56,990.00	0	0%	$0		
	$	49,990.00	0	0%	$0		
	Total Pending		0	0%	$0		
Parking Available	$	56,990.00	23	36%	$1,310,770		
	Total Available		23	36%	$1,310,770		
TOTAL PARKING:			64	100%	$3,360,360		$25

LOCKER STATUS							
	64						
Lockers Sold Firm	$	6,900.00	37	58%	$255,300		
	Total Sold		37	58%	$255,300		
Lockers Pending	$	6,900.00	0	0%	$0		
	Total Pending		0	0%	$0		
Lockers Available	$	6,900.00	27	42%	$186,300		
	Total Available		27	42%	$186,300		
TOTAL LOCKER REVENUE:			64	100%	$441,600		$3

COMBINED PARKING/LOCKER STATUS							
	60						
Upgraded Parking/Locker Sold Firm	$	76,890.00	1	2%	$76,890		
Combined Parking/Locker Sold Firm	$	56,990.00	23	38%	$1,310,770		
	$	56,890.00	21	35%	$1,194,690		
	Total Sold		45	75%	$2,582,350		
Upgraded Parking/Locker Pending	$	76,890.00	0	0%	$0		
Combined Parking/Locker Pending	$	56,990.00	1	2%	$56,990		
	$	56,890.00	0	0%	$0		
	Total Pending		1	2%	$56,990		
Combined Parking/Locker Available	$	56,990.00	14	23%	$797,860		
	Total Available		14	23%	$797,860		
TOTAL COMBINED PARKING/LOCKER REVENUE:			60	100%	$3,437,200		$26
TOTAL REVENUE:					$140,330,070	134,426	$1,044

Schedule 1.01(G)

Relevant Jurisdictions

Ontario

Schedule 1.01(H)

Repayment Notice

TO: UNITED OVERSEAS BANK LIMITED, Vancouver Branch

FROM: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP. (the **"Borrower"**)

DATE: ●

---

1. This Repayment Notice is delivered to you pursuant to Section 5.02 of the credit agreement made as of May 13, 2022 between the Borrower, as borrower, and you, as lender, as amended to the date hereof (the **"Credit Agreement"**). All terms used in this Repayment Notice that are defined in the Credit Agreement have the same meanings herein.

2. The Borrower hereby gives you notice that it intends to repay Cdn. $● under the Credit Facility on ● **[date which must be at least 5 Business Days after the delivery of this Notice]**.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name:
Title:

Schedule 1.01(l)

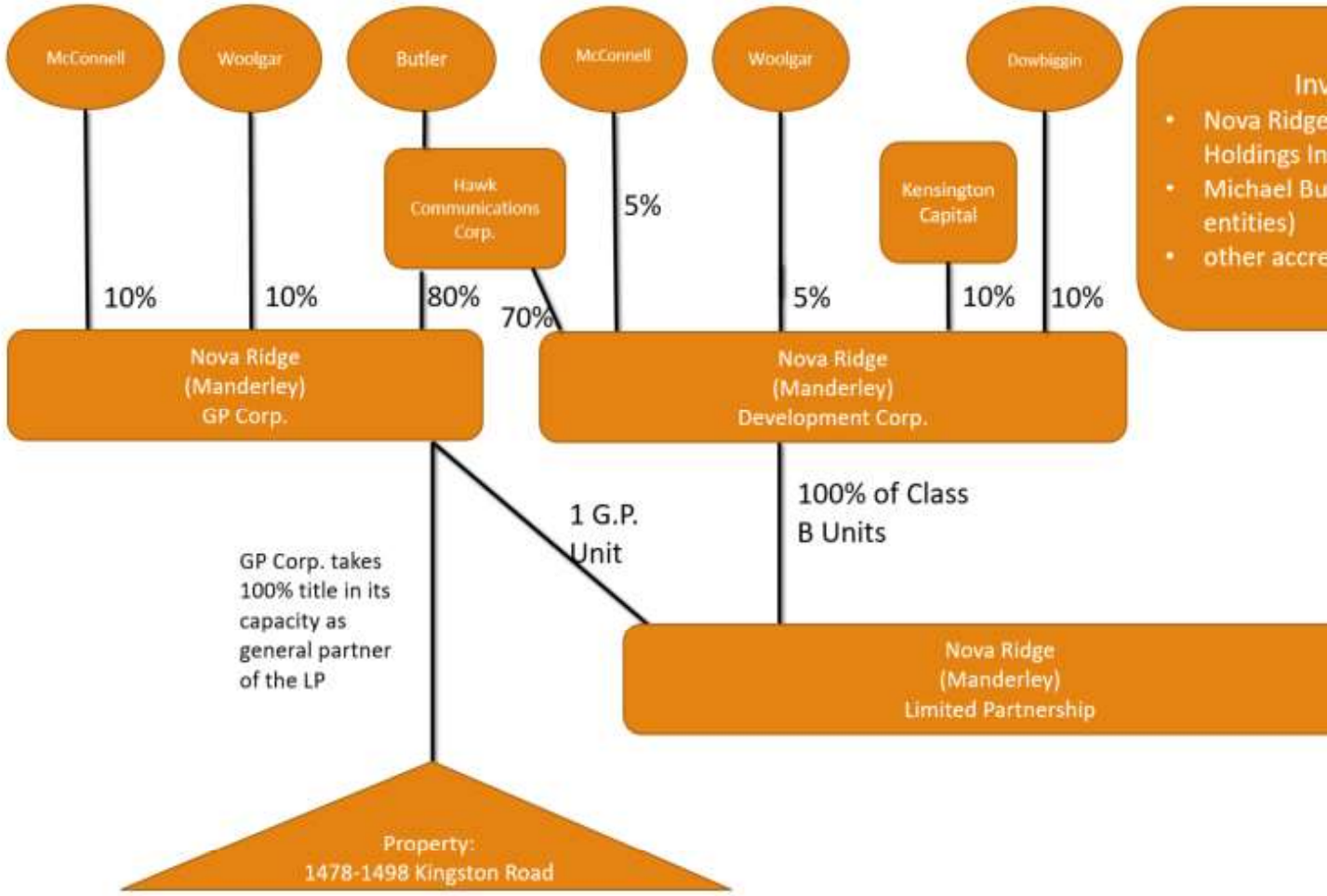
Collateral Property Unit List Prices

See attached

Municipal Unit #	Condo Unit #	Level	Usable Area (sf)	Common Area Allocated (sf)	Final Sale Unit Size (sf)	Price (PSF)	Appraised Value	List Price
Level 2								
201	201	2	2,471	779	3,250	$ 350	$ 1,137,500	$ 1,170,000
202	202	2	1,794	566	2,360	$ 350	$ 826,000	$ 849,600
203	203	2	2,705	854	3,559	$ 350	$ 1,245,650	$ 1,245,650
204	204	2	2,387	753	3,140	$ 350	$ 1,099,000	$ 1,256,000
205	205	2	2,447	773	3,220	$ 350	$ 1,127,000	$ 1,127,000
206	206	2	2,699	851	3,550	$ 350	$ 1,242,500	$ 1,242,500
207	207	2	1,789	565	2,354	$ 350	$ 823,900	$ 847,440
208	208	2	2,684	846	3,530	$ 350	$ 1,235,500	$ 1,270,800
Level 3								
303	303	3	2,680	846	3,526	$ 350	$ 1,234,100	$ 1,234,100
305	305	3	2,448	772	3,220	$ 350	$ 1,127,000	$ 1,127,000
306	306	3	2,691	861	3,552	$ 350	$ 1,243,200	$ 1,243,200
307	307	3	1,786	563	2,349	$ 350	$ 822,150	$ 845,640
308	308	3	2,683	846	3,529	$ 350	$ 1,235,150	$ 1,270,440
Total					**41,139**		**$ 14,398,650**	**$14,729,370**
Avg					**3,165**		**$ 1,107,588**	**$ 1,133,028**

Schedule 7.01(13)

Ownership Structure



This is Exhibit “I” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

AMENDING AGREEMENT NO. 1 TO CREDIT AGREEMENT

This Amending Agreement is made as of August 19, 2024.

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the "**Borrower**")

- and -

UNITED OVERSEAS BANK, Vancouver Branch
(the "**Lender**")

- and –

MICHAEL BUTLER
(the "**Guarantor**")

- and -

NOVA RIDGE (QUEENSWAY) LP and **NOVA RIDGE (QUEENSWAY) GP CORP.**
(individually and collectively, the "**Collateral Guarantor**")

- and -

WHEREAS the Borrower and Lender entered into a credit agreement made as of May 13, 2022 (the "**Credit Agreement**") pursuant to which the Lenders established in favour of the Borrower certain credit facilities in the aggregate amount of $7,000,000;

AND WHEREAS the parties have agreed to amend the Credit Agreement to replace references to a first mortgage in favour of First National Financial GP Corporation with PH Financial Ltd.;

AND WHEREAS all capitalized terms used herein, unless otherwise specified, shall have the same meanings as in the Credit Agreement;

NOW THEREFORE this Amending Agreement witnesses that in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - AMENDMENTS TO CREDIT AGREEMENT

1.01 Amendment re: Defined Terms

The definition of "Collateral Property First Mortgage" is hereby deleted in its entirety and replaced as follows:

““**Collateral Property First Mortgage**” means the first mortgage in the principal amount of $4,062,500.00 in favour of PH Financial Ltd. Registered against the Collateral Property on August 19, 2024 as instrument no. PR4366957.”

1.02 Amendment re: Schedule C

Schedule C of the Credit Agreement is hereby deleted in its entirety and replaced with the schedule attached to this Amending Agreement as Exhibit 1.

ARTICLE 2 - CONFIRMATION OF GUARANTORS

2.01 Confirmations of Guarantor and Collateral Guarantor

Each of the Guarantor and the entities comprising the Collateral Guarantor confirms, acknowledges and agrees that, in consideration of the covenants and agreements of the Lender contained in the Credit Agreement and this Amending Agreement and other good and valuable consideration, it is bound to the terms of the Credit Agreement and Security as a guarantor and so covenants with and in favour of, the Lender that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Amending Agreement and that the obligations of such guarantor under the Credit Agreement and the Security continue in full force and effect and apply to the Obligations as amended hereby.

ARTICLE 3 - MISCELLANEOUS

3.01 Representations and Warranties

The Borrower confirms to the Lender that all the representations and warranties of the Borrower contained in Section 7.01 of the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof.

3.02 Covenants

The Borrower confirms to the Lender that all of the covenants of the Borrower contained in Article 8 of the Credit Agreement are in compliance in all material respects.

3.03 No Event of Default

The Borrower confirms to the Lender that no Default or Event of Default has occurred and remains outstanding.

3.04 Supplemental

This Amending Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Amending Agreement, and the Credit Agreement and this Amending Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Amending Agreement were contained in one instrument.

3.05 Ratification

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

3.06 Further Assurances

Each of the Borrower, the Guarantor, and the Collateral Guarantor hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Amending Agreement.

3.07 Headings

The headings of the Articles and Sections of this Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

3.08 Governing Law

The parties agree that this Amending Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

3.09 Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart executed by each party. Delivery by electronic mail or other electronic transmission of an executed counterpart of a signature page to this Amending Agreement shall be effective as delivery of an original executed counterpart of this Amending Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 133111D9-93A7-4CA3-8F6E-4F8833CF8CD7

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP., as Borrower

By: DocuSigned by: Mike Butler 8AD2A59C02DB497...

Name: Mike Butler

Title:

By: _____

Name:

Title:

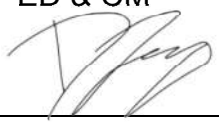
I/We have authority to bind the above.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Lender

By: 

Name: Robert Dyck

Title: ED & CM

By: 

Name: David Lay

Title: VP

I/We have authority to bind the above.

Docusign Envelope ID: 133111D9-93A7-4CA3-8F6E-4F8833CF8CD7

ACKNOWLEDGED AND AGREED as of the date first written above.

WITNESS:

DocuSigned by:
Louis Gasbarre
862DEBEB3A644F1...

Name: Louis Gasbarre

MICHAEL BUTLER, as Guarantor

DocuSigned by:
Mike Butler
8AD2A59C02DB497...

NOVA RIDGE (QUEENSWAY) LP, by its general partner, NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor

By: DocuSigned by:
Mike Butler
8AD2A59C02DB497...

Name: Mike Butler

Title:

By: _____

Name:

Title:

I/We have authority to bind the above.

NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor GP

By: DocuSigned by:
Mike Butler
8AD2A59C02DB497...

Name: Mike Butler

Title:

By: _____

Name:

Title:

I/We have authority to bind the above.

EXHIBIT 1

SCHEDULE C

Legal Description of Collateral Property

1. **Municipal Address:**

203-755 Queensway East, Mississauga, ON

Legal Description: UNIT 3, LEVEL 2, PEEL STANDARD CONDOMINIUM PLAN NO. 1052 AND ITS APPURTENANT INTEREST; CITY OF MISSISSAUGA

PIN No.: 20052-0035 (LT)

2. **Municipal Address:**

205-755 Queensway East, Mississauga, ON

Legal Description: UNIT 5, LEVEL 2, PEEL STANDARD CONDOMINIUM PLAN NO. 1052 AND ITS APPURTENANT INTEREST; CITY OF MISSISSAUGA

PIN No.: 20052-0037 (LT)

3. **Municipal Address:**

206-755 Queensway East, Mississauga, ON

Legal Description: UNIT 6, LEVEL 2, PEEL STANDARD CONDOMINIUM PLAN NO. 1052 AND ITS APPURTENANT INTEREST; CITY OF MISSISSAUGA

PIN No.: 20052-0038 (LT)

4. **Municipal Address:**

305-755 Queensway East, Mississauga, ON

Legal Description: UNIT 5, LEVEL 3, PEEL STANDARD CONDOMINIUM PLAN NO. 1052 AND ITS APPURTENANT INTEREST; CITY OF MISSISSAUGA

PIN No.: 20052-0045 (LT)

5. **Municipal Address:**

306-755 Queensway East, Mississauga, ON

Legal Description: UNIT 6, LEVEL 3, PEEL STANDARD CONDOMINIUM PLAN NO. 1052 AND ITS APPURTENANT INTEREST; CITY OF MISSISSAUGA

PIN No.: 20052-0046 (LT)

This is Exhibit “J” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

SECOND AMENDMENT TO MEZZANINE LOAN CREDIT AGREEMENT

This amending agreement is made as of December 19, 2024

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Lender"**),

- and -

MICHAEL BUTLER
(the "**Guarantor**").

- and -

NOVA RIDGE (QUEENSWAY) LP and **NOVA RIDGE (QUEENSWAY) GP CORP.**
(individually and collectively, the "**Collateral Guarantor**")

RECITALS:

1) Pursuant to a credit agreement dated May 13, 2022 (the "**Original Credit Agreement**"), the Lender established certain credit facilities in favour of the Borrower in the aggregate amount of $7,000,000.

2) The Original Credit Agreement was amended by a first amending agreement dated August 19, 2024 (the "**First Amending Agreement**", and together with the Original Credit Agreement, collectively, the "**Credit Agreement**").

3) The Lender has agreed to increase the total amount of the Credit Facility on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 **Definitions**

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Definitions**

(a) The definition of "Minimum Deposit Commitment" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Minimum Deposit Commitment"** means Purchaser Deposits collected for all pre-sold Unit sales to be a minimum of $16,852,860 received and no less than $24,229,799 contracted for and received or to be received prior to occupancy, to be used as a source for funding the Project Costs.".

(b) The definition of "Minimum Project Equity" in Section 1.01 of the Credit Agreement is deleted and replaced with the following:

""**Minimum Project Equity**" means $15,517,000, plus such amount of Project Equity required to ensure that the Cost to Complete Margin is less than or equal to the unutilized portion of the Construction Facility.

(c) The definition of "Collateral Property First Mortgage" is hereby deleted in its entirety and replaced with the below, and all references to "Collateral Property First Mortgage" in the Credit Agreement are deemed to be replaced with "Collateral Property Prior Mortgages":

""**Collateral Property Prior Mortgages**" means, collectively, (i) the mortgage in the principal amount of $7,000,000 in favour of First National Financial GP Corporation registered against the Collateral Property on February 25, 2022 as Instrument No. PR4001653, and (ii) the mortgage in the principal amount of $4,062,500 in favour of PH Financial Ltd. registered against the Collateral Property on February 25, 2022 as Instrument No. PR4366957."

(d) The definition of "Collateral Property First Mortgagor" is hereby deleted in its entirety and replaced with the below, and all references to "Collateral Property First Mortgagor" in the Credit Agreement are deemed to be replaced with "Collateral Property Prior Mortgagors":

""**Collateral Property First Mortgagors**" means, collectively, (i) First National Financial GP Corporation, in respect of PR4001653, and (ii) PH Financial Ltd., in respect of PR4366957."

(e) The definition of "**Maturity Date**" is hereby deleted in its entirety and replaced with the following:

""**Maturity Date**" means subject to an extension pursuant to Section 5.01(2), August 31, 2025."

(f) The definition of "**Senior Credit Agreement**" is hereby deleted in its entirety and replaced with the following:

""**Senior Credit Agreement**" means the credit agreement dated on or about the date hereof between the Borrower, as borrower, the Senior Agent, as administrative agent, lead arranger and sole bookrunner, and the Senior Lenders, as the same may be amended, restated, supplemented, replaced and/or otherwise modified from time to time."

(g) The reference to "$7,000,000" in the definition of "Commitment" in Section 1.01 of the Credit Agreement is deleted and replaced with "$9,050,000".

(h) The following new definition is added to Section 1.01 of the Credit Agreement:

""**December 2024 Increase Amount**" means $2,050,000".

2.02 **Increase to Credit Facility**

Section 2.03 of the Credit Agreement is deleted and replaced with the following:

"The Borrower may, in Canadian Dollars, make a single Drawdown of a Prime Rate Loan under the Credit Facility in the amount of up to Cdn. $5,000,000 (the "**Initial Drawdown**"). The parties hereto acknowledge that the Initial Drawdown has been fully funded. The balance of the Commitment shall be made available as follows:

(i) up to the Interest Reserve Amount, by way of interest on amounts outstanding under the Credit Facility being added to the principal balance of the Credit Facility pursuant to Section 4.01(2); and

(ii) up to the December 2024 Increase Amount by way of Drawdowns of Prime Rate Loans under the Credit Facility."

2.03 **Schedule 1.01(E)**

Schedule 1.01(E) of the Credit Agreement is hereby deleted and replaced with Exhibit 1 attached hereto.

2.04 **Other Amendments**

(a) The reference to "second charge" in the definition of "Collateral Debenture" is hereby deleted and replaced with "third charge".

(b) The reference to "$14,773,701" in Section 3.02(n) of the Credit Agreement is deleted and replaced with "$24,229,799".

(c) The reference to "$117,350,000" in Section 3.01(g)(xix)(D) is deleted and replaced with "$133,750,000".

(d) The preamble to the first sentence in Section 3.02 is hereby deleted and replaced with the following:

"The obligation of the Lender to make any subsequent Drawdown hereunder by way of a Loan under the Credit Facility pursuant to Section 4.01(2) and/or Section 2.01(ii) is subject to and conditional upon the prior satisfaction of the following conditions precedent:".

(e) Section 4.03 is hereby deleted in its entirety and replaced with the following:

"Upon the Lender extending the Maturity Date to November 13, 2025 pursuant to Section 5.01(2), the Borrower shall pay to the Lender a non-refundable extension fee in the amount equal to the Commitment multiplied by 10 basis points (the "**Extension Fee**"). The Extension Fee shall be earned by the Lender, and shall be payable by the Borrower to the Lender upon either (i) the Borrower notifying the Lender in writing of the exercise of its right to extend the Maturity Date to November 13, 2025, or (ii) the automatic extension of the Maturity Date to November 13, 2025, in either case pursuant to Section 5.01(2)."

(f) Section 5.01(2) is hereby deleted in its entirety and replaced with the following:

"(2) Not later than 60 days prior to the initial Maturity Date and provided that no Default or Event of Default has occurred and is continuing, the Borrower shall have the one-time right to extend the Maturity Date to November 13, 2025, subject to payment of the Extension Fee set out in Section 4.03. Notwithstanding the foregoing, to the extent that the Borrower exercises its extension option under the Senior Credit Agreement such that the maturity date thereunder is extended beyond July 31, 2025, the Maturity Date under this Agreement shall automatically be extended to November 13, 2025, and the Extension Fee set out in Section 4.03 shall become immediately due and payable."

(g) The following are hereby added as new subsections to Section 8.02(3) (Monthly Reports):

", (v) confirmation that the Borrower has 3 months' of sufficient funds available and/or reserved to meet the interest requirements under this Credit Agreement and the Permitted Subordinate Debt Credit Agreement, (vi) once occupancy has commenced at the Project, sufficient details regarding rental and occupancy income to confirm that equity is not being taken out of the Project, and (vii) confirmation that any project management fees have been included in the approved budget and are essential Project-related expenses.".

(h) Section 9.04(3) is hereby deleted in its entirety and replaced with the following:

"Provided no Default or Event of Default has occurred and is continuing, the Collateral Guarantor shall be entitled to a partial discharge of the Security as it

relates to any unit in the Collateral Property (and the corresponding parking, locker, communication units, sign units and common areas thereof), upon payment to each of the holders of the Collateral Property Prior Mortgages (and after each of the Collateral Property Prior Mortgages have been repaid in full, to the Lender, for application in accordance with subsection (4)), of the net sale proceeds from the sale of such unit."

ARTICLE 3– CONDITIONS PRECEDENT

3.01 Conditions Precedent

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Senior Credit Agreement;

(c) the Lender shall have received a report from the Independent Cost Consultant confirming the details set out in Section 3.02(j)(i) of the Credit Agreement;

(d) the Lender shall have received an amended title insurance policy with a revised policy amount sufficient to account for the December 2024 Increase Amount;

(e) in consideration of the increase to the Credit Facility contemplated herein, the Lender shall have received an upfront fee in the amount of $10,250.00 (being 50 bps on the December 2024 Increase Amount); and

(f) the Lender will have received certified copies of the Organizational Documents of the Borrower and Collateral Guarantor, the resolutions authorizing the execution and delivery of, and performance of the Borrower's and Collateral Guarantor's obligations under, this Agreement, and a certificate as to the incumbency of the officers of the Borrower and Collateral Guarantor;

(g) a currently dated letter of opinion of Obligors' Counsel as to such matters (including, without limitation, corporate existence and capacity, authorization, execution, delivery, enforceability, registration and perfection) and a form satisfactory to Lender's Counsel addressed to the Lender and to Lender's Counsel will have been delivered to the Lender; and

(h) such other matters as the Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 4- CONFIRMATIONS

4.01 Confirmations of Borrower

The Borrower confirms to the Lender as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any additional increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

4.02 **Confirmation of Guarantor and Collateral Guarantor**

Each of the Guarantor and the Collateral Guarantor confirms to the Lender that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor and the Collateral Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 5 – MISCELLANEOUS

5.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

5.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

5.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

5.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

5.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP., as Borrower

By: 

Name: Michael Butler

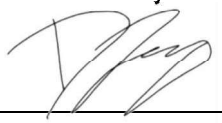
Title: President

I have authority to bind the above.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Lender

By: 

Name: Robert Dyck
Title: Ed & Country Manager

By: 

Name: David Lay
Title: VP

I/We have authority to bind the above.

ACKNOWLEDGED AND AGREED as of the date first written above.

WITNESS:



Name: Louis A. Gasbarre

MICHAEL BUTLER, as Guarantor



NOVA RIDGE (QUEENSWAY) LP, by its general partner, NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor

By: 

Name: Michael Butler
Title: President
I have authority to bind the above.

NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor GP

By: 

Name: Michael Butler
Title: President
I have authority to bind the above.

Docusign Envelope ID: 022DE25F-F158-4245-A9BC-E4393088A867

ACKNOWLEDGED AND AGREED as of the date first written above:

DocuSigned by:
Louis Gasbarre
C9712B85BCB9495...

Witness: Louis Gasbarre

DocuSigned by:
Eamonn McConnell
6EDA2FEFE15A4F9...

Name: Eamonn McConnell

DocuSigned by:
Louis Gasbarre
C9712B85BCB9495...

Witness: Louis Gasbarre

DocuSigned by:
Mark Woolgar
1E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: 

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

EXHIBIT 1

Schedule 1.01(E)

Current Project Budget

See attached.

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

PROJECT COST & COST-TO-COMPLETE SUMMARY
(Ending November 30, 2024)

PROJECT BUDGET	31-Aug-24 FM PREVIOUS BUDGET	VARIANCE	FM CURRENT BUDGET	30-Nov-24 COST TO DATE	31-Aug-24 PREVIOUS COST TO DATE	CURRENT COSTS	CO
FINANCE							
63 Commitment Fees - Facility 3 UOB (Construction Financing)	421,650	0	421,650	421,650	421,650	0	
64 Commitment Fees - QuidPro (1st Mortage)	132,500	0	132,500	132,500	132,500	0	
65 Commitment Fees - QuidPro (2nd Mortage)	10,000	0	10,000	10,000	10,000	0	
66 Commitment Fees - UOB (Mezzanine Loan)	75,000	(9,750)	65,250	40,000	40,000	0	
67 Commitment Fees - Facility 1 UOB (Pre-Development Loan)	64,000	0	64,000	64,000	64,000	0	
68 Commitment Fees - Facility 2 UOB (Bridge Loan)	0	0	0			0	
69 Stand-By Fee - Facility 3 UOB (Construction Financing)	668,410	28,704	697,115	680,769	659,588	21,181	
70 Stand-By Fee - Facility 2 UOB (Bridge Loan)	0	0	0			0	
71 Extension Fee - Facility 1 UOB (Mezz Loan)	Excluded	0	Excluded			0	
72 Extension Fee - Facility 2 UOB (Construction Loan)	Excluded	0	Excluded			0	
73 Arrangement Fee - Facility 3 UOB (0.15%)	117,495	0	117,495	26,549	26,549	0	
74 Agency Fee ($30,000 per annum)	90,000	0	90,000	60,000	60,000	0	
75 Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	44,433	0	44,433	17,884	17,884	0	
76 Letter of Credit Fees ($2.5m x 1.5% - as per UOB) (as per Owner)	75,000	56,250	131,250	21,736	21,736	0	
77 Appraisal (as per Owner)	8,175	0	8,175	8,175	8,175	0	
78 Project Monitor	204,596	33,043	237,639	192,820	188,139	4,680	
79 Deposit Insurance Fees	657,423	15,272	672,695	471,083	444,190	26,893	
80 Swing Line - UOB	100,000	0	100,000	100,000	100,000	0	
81 Swing Line - UOB (Credit)	(100,000)	100,000	0			0	
82 1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	0	
83 2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	0	
84 Mezzanine Loan Interest (UOB) (as per Owner)	2,000,000	350,000	2,350,000	1,853,561	1,718,382	135,180	
85 Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	597,444	0	597,444	597,444	597,444	0	
86 Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	451,733	0	451,733	451,733	451,733	0	
87 Construction Loan Interest - Facility 3 UOB (Construction Financing)	7,096,305	1,520,529	8,616,834	5,889,919	5,216,071	673,848	2
FINANCE SUBTOTAL	**14,348,661**	**2,094,049**	**16,442,710**	**12,674,319**	**11,812,538**	**861,782**	3
OPERATING COSTS & INCOME							
88 Operating Costs	255,637	(59,233)	196,404			0	
89 Occupancy Income	(1,617,138)	659,611	(957,527)			0	
90 Interest Earned on Deposits	(352,373)	171,121	(181,252)			0	
91 Interest Payable on Deposits	0	0	0			0	
92 Warranty Reserve (as per Owner)	197,000	197,000	394,000			0	
OPERATING COSTS & INCOME SUBTOTAL	**(1,516,874)**	**968,499**	**(548,375)**	**0**	**0**	**0**	
CONTINGENCY							
93 Construction Contingency	638,845	122,958	761,803			0	
94 Construction Tendering & Marketing Contingency	0	0	0			0	
95 Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			0	
96 Development Contingency	37,466	105,855	143,322			0	
CONTINGENCY SUBTOTAL	**676,311**	**228,814**	**905,125**	**0**	**0**	**0**	
HARMONIZED SALES TAX							
97 H.S.T. on Monthly Payables	9,828,844	0	9,828,844	6,958,383	6,432,256	526,127	2
98 H.S.T. Monthly Input Tax Credit	(9,828,844)	0	(9,828,844)	(6,350,755)	(6,350,755)	0	(3
99 H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			0	
HST SUBTOTAL	0	0	**0**	**607,628**	**81,501**	**526,127**	
PROJECT BUDGET	**126,850,000**	**6,900,000**	**133,750,000**	**103,036,706**	**97,363,125**	**5,673,581**	30
	126,850,000	6,900,000	133,750,000				
			Less Holdback Retained	(3,675,586)	(3,313,523)	(362,063)	3
			Add Holdback Released	356,414	356,414	0	
			Net Cost to Date	**99,717,534**	**94,406,016**	**5,311,518**	34
				99,717,534	94,406,016	5,311,518	34

207511/546361
MT MTDOCS 53008847v1

This is Exhibit “K” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

THIRD AMENDMENT TO MEZZANINE LOAN CREDIT AGREEMENT

This amending agreement is made as of September 30, 2025

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Lender"**),

- and -

MICHAEL BUTLER
(the "**Guarantor**")

- and -

NOVA RIDGE (QUEENSWAY) LP and **NOVA RIDGE (QUEENSWAY) GP CORP.**
(individually and collectively, the "**Collateral Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated as of May 13, 2022 (the "**Original Credit Agreement**"), the Lender established certain credit facilities in favour of the Borrower in the aggregate amount of $7,000,000.

2) The Original Credit Agreement was amended by a first amending agreement dated as of August 19, 2024 and a second amending agreement dated as of December 19, 2024 (the Original Credit Agreement, as so amended, the "**Credit Agreement**").

3) The Lender has agreed to extend the Maturity Date and make certain other amendments to the Credit Agreement as a result of certain scheduling delays for the Project, on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 **Definitions**

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Extension of Maturity Date**

(a) The definition of "Maturity Date" in Section 1.01 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

""**Maturity Date**" means February 28, 2026."

(b) Sections 5.01(2) of the Credit Agreement is hereby deleted in its entirety.

2.02 **Schedule 1.01(E)**

Schedule 1.01(E) of the Credit Agreement is hereby deleted and replaced with Exhibit 1 attached hereto.

ARTICLE 3– CONDITIONS PRECEDENT

3.01 **Conditions Precedent**

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Senior Credit Agreement;

(c) in consideration of the extension of the Credit Facility contemplated herein, the Lender shall have received an extension fee in the amount of $9,050.00 (being 10 bps on the Commitment amount); and

(d) such other matters as the Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 4- CONFIRMATIONS

4.01 **Confirmations of Borrower**

The Borrower confirms to the Lender as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any additional increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

4.02 **Confirmation of Guarantor and Collateral Guarantor**

Each of the Guarantor and the Collateral Guarantor confirms to the Lender that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor and the Collateral Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 5 – MISCELLANEOUS

5.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

5.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

5.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds,

assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

5.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

5.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

Docusign Envelope ID: 97B49F0E-6348-49E4-8A9B-7F9AF1E8BB98

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP., as Borrower

By: 

Name: Michael Butler
Title: President

I have authority to bind the above.

Docusign Envelope ID: 97B49F0E-6348-49E4-8A9B-7F9AF1E8BB98

ACKNOWLEDGED AND AGREED as of the date first written above.

WITNESS:



Name: Louis Gasbarre

MICHAEL BUTLER, as Guarantor



NOVA RIDGE (QUEENSWAY) LP, by its general partner, NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor

By: 

Name: Michael Butler
Title: President

I/We have authority to bind the above.

NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor GP

By: 

Name: Michael Butler
Title: President

I have authority to bind the above.

ACKNOWLEDGED AND AGREED as of the date first written above:

Witness:

Name: Eamonn McConnell

Witness:

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

Docusign Envelope ID: 97B49F0E-6348-49E4-8A9B-7F9AF1E8BB98

ACKNOWLEDGED AND AGREED as of the date first written above:

Witness:

Name: Eamonn McConnell

Witness: Louis Gasbarre

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By:

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Lender

By: 

Name: Robert Dyck

Title: Executive Director & Country Manager

By: 

Name: David Lay

Title: Vice President

I/We have authority to bind the above.

EXHIBIT 1

Schedule 1.01(E)

Current Project Budget

See attached.

1478-1496 KINGSTON ROAD
SCARBOROUGH, ONTARIO
RESIDENTIAL DEVELOPMENT

PROJECT COST & COST-TO-COMPLETE SUMMARY
(Ending June 30, 2025)

	31-May-25			30-Jun-25	31-May-25	
PROJECT BUDGET	FM PREVIOUS BUDGET	VARIANCE	FM CURRENT BUDGET	COST TO DATE	PREVIOUS COST TO DATE	CUR CO
FINANCE						
63 Commitment Fees - Facility 3 UOB (Construction Financing)	421,650	0	421,650	421,650	421,650	
64 Commitment Fees - QuidPro (1st Mortage)	132,500	0	132,500	132,500	132,500	
65 Commitment Fees - QuidPro (2nd Mortage)	10,000	0	10,000	10,000	10,000	
66 Commitment Fees - UOB (Mezzanine Loan)	65,250	0	65,250	40,000	40,000	
67 Commitment Fees - Facility 1 UOB (Pre-Development Loan)	64,000	0	64,000	64,000	64,000	
68 Commitment Fees - Facility 2 UOB (Bridge Loan)	0	0	0			
69 Stand-By Fee - Facility 3 UOB (Construction Financing)	711,722	8,433	720,155	717,276	711,722	
70 Stand-By Fee - Facility 2 UOB (Bridge Loan)	0	0	0			
71 Extension Fee - Facility 1 UOB (Mezz Loan)	Excluded	9,050	9,050			
72 Extension Fee - Facility 2 UOB (Construction Loan)	Excluded	15,000	15,000			
73 Arrangement Fee - Facility 3 UOB (0.15%)	42,495	0	42,495	26,549	26,549	
74 Agency Fee ($30,000 per annum)	90,000	0	90,000	90,000	90,000	
75 Bank Service Charges & Misc. Finance Fees (Incl. Discharge Fees & Progress Draw Fee)	44,433	0	44,433	17,884	17,884	
76 Letter of Credit Fees ($2.5m x 1.3% - as per UOB) (as per Owner)	01,250	0	01,250	21,736	21,736	
77 Appraisal (as per Owner)	8,175	0	8,175	8,175	8,175	
78 Project Monitor	290,112	0	290,112	253,502	251,631	
79 Deposit Insurance Fees	673,285	107,736	781,020	614,103	551,211	
80 Swing Line - UOB	100,000	0	100,000	100,000	100,000	
81 Swing Line - UOB (Credit)	0	0	0			
82 1st Mortgage Loan Interest (Quidpro)	1,481,573	0	1,481,573	1,481,573	1,481,573	
83 2nd Mortgage Loan Interest (Quidpro)	152,924	0	152,924	152,924	152,924	
84 Mezzanine Loan Interest (UOB) (as per Owner)	2,426,701	298,503	2,725,205	2,514,896	2,311,930	
85 Construction Loan Interest - Facility 1 UOB (Pre-Development Loan) (as per Owner)	597,444	0	597,444	597,444	597,444	
86 Construction Loan Interest - Facility 2 UOB (Bridge Loan) (as per Owner)	451,733	0	451,733	451,733	451,733	
87 Construction Loan Interest - Facility 3 UOB (Construction Financing)	8,931,384	1,184,868	10,116,252	8,878,687	8,081,936	
FINANCE SUBTOTAL	16,776,650	1,623,590	18,400,221	16,554,633	15,524,458	1,5
OPERATING COSTS & INCOME						
88 Operating Costs	403,200	(28,999)	374,201	89,201	3,140	
89 Occupancy Income	(1,285,546)	(49,875)	(1,336,421)			
90 Interest Earned on Deposits	(216,821)	7,736	(209,084)			
91 Interest Payable on Deposits	0	0	0			
92 Warranty Reserve (as per Owner)	394,000	0	394,000			
OPERATING COSTS & INCOME SUBTOTAL	(705,167)	(71,137)	(776,303)	89,201	3,140	
CONTINGENCY						
93 Construction Contingency	521,761	(60,000)	461,761			
94 Construction Tendering & Marketing Contingency	0	0	0			
95 Inclusionary Zoning (Affordable Housing) Potential By-Law Increase	Excluded	0	Excluded			
96 Development Contingency	82,595	(2,334)	80,262			
CONTINGENCY SUBTOTAL	604,356	(62,334)	542,023	0	0	
HARMONIZED SALES TAX						
97 H.S.T. on Monthly Payables	9,828,844	1,370,195	11,199,039	8,740,476	8,475,926	
98 H.S.T. Monthly Input Tax Credit	(9,828,844)	(1,370,195)	(11,199,039)	(8,305,755)	(8,056,755)	(8
99 H.S.T. on Deemed Disposition	Not Applicable	0	Not Applicable			
HST SUBTOTAL	0	0	0	434,722	419,750	
PROJECT BUDGET	133,750,000	2,322,000	136,072,000	120,117,203	117,007,455	3,1
	133,750,000	2,322,000	136,072,000			
			Less Holdback Retained	(4,571,886)	(4,556,863)	(1
			Add Holdback Released	1,578,243	1,578,243	
			Net Cost to Date	117,023,561	114,026,855	2,1
				117,023,561	114,026,855	2,1

207511/559504
MT MTDOCS 62492853

This is Exhibit “L” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

FOURTH AMENDMENT TO MEZZANINE LOAN CREDIT AGREEMENT

This amending agreement is made as of December 31, 2025

B E T W E E N:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
(the **"Borrower"**),

- and -

UNITED OVERSEAS BANK LIMITED
(the **"Lender"**),

- and -

MICHAEL BUTLER
(the "**Guarantor**")

- and -

NOVA RIDGE (QUEENSWAY) LP and **NOVA RIDGE (QUEENSWAY) GP CORP.**
(individually and collectively, the "**Collateral Guarantor**").

RECITALS:

1) Pursuant to a credit agreement dated as of May 13, 2022 (the "**Original Credit Agreement**"), the Lender established certain credit facilities in favour of the Borrower in the aggregate amount of $7,000,000.

2) The Original Credit Agreement was amended by a first amending agreement dated as of August 19, 2024, a second amending agreement dated as of December 19, 2024, and a third amending agreement dated as of September 30, 2025 (the Original Credit Agreement, as so amended, the "**Credit Agreement**").

3) The Lender has agreed to amend the Credit Agreement on the terms set out in this Agreement.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 **Definitions**

Except as amended by this Agreement, all terms used in this Agreement without definition, which are used in the Credit Agreement, shall have the meanings attributed to them in the Credit Agreement.

1.02 **References**

Except where otherwise noted, "this Agreement", "herein", "hereof", "hereto", "hereunder" or similar expressions means this amending agreement.

ARTICLE 2 – AMENDMENTS TO CREDIT AGREEMENT

2.01 **Purpose of Credit Facility**

(a) Section 2.02 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"Loans made under the Credit Facility will be used solely to meet debt service requirements under the Credit Facility and the Senior Credit Agreement."

ARTICLE 3– CONDITIONS PRECEDENT

3.01 **Conditions Precedent**

The amendments to the Credit Agreement contemplated in this Agreement shall not be effective until the following conditions precedent have been satisfied:

(a) the execution and delivery of this Agreement by all parties hereto;

(b) the Administrative Agent shall have received a sub-search from Lender's Counsel confirming that no Encumbrances have been registered on title to the Project Lands or the Collateral Property since the date of the prior Drawdown other than Permitted Encumbrances;

(c) satisfaction of all conditions precedent in the amending agreement dated as of the date hereof in respect of the Senior Credit Agreement; and

(d) such other matters as the Lender determines, acting reasonably, to be necessary to give full effect to this Agreement.

ARTICLE 4- CONFIRMATIONS

4.01 **Confirmations of Borrower**

The Borrower confirms to the Lender as follows:

(a) all of the representations and warranties of the Borrower contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof;

(b) all of the covenants of the Borrower contained in the Credit Agreement and in the other Loan Documents to be complied with by the Borrower have been fully complied with in all material respects;

(c) to the best of its knowledge, no Default or Event of Default has occurred and remains outstanding; and

(d) any increases to the Project Budget or shortfall in respect of Purchaser Deposits shall be funded solely by Project Equity.

4.02 **Confirmation of Guarantor and Collateral Guarantor**

Each of the Guarantor and the Collateral Guarantor confirms to the Lender that it approves of the amendments and modifications made to the Credit Agreement as set forth in this Agreement and that the Obligations of the Guarantor and the Collateral Guarantor under the Loan Documents continue in full force and effect.

ARTICLE 5 – MISCELLANEOUS

5.01 **Supplemental**

This Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, and as amended by, this Agreement, and the Credit Agreement and this Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Agreement were contained in one instrument.

5.02 **Ratification**

Except as amended hereby, the Credit Agreement and other Loan Documents and all of their respective terms and conditions are ratified and confirmed.

5.03 **Further Assurances**

Each of the Obligors hereby covenants and agrees that it shall at all times and from time to time hereafter and upon every request by the Lender so to do, make, do, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement, as amended by this Agreement.

5.04 **Headings**

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.05 **Governing Law**

The parties agree that this Agreement shall be conclusively deemed to be a contract made under, and for all purposes be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein and shall be effective as of the date first written above.

5.06 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party. This Agreement may be executed and delivered by PDF or transmission by other electronic means.

[remainder of page intentionally left blank]

Docusign Envelope ID: 8A63642C-6DE0-4F96-977B-39455F81436D

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP., as Borrower

By: 

Name: Michael Butler
Title: President

By:

Name:
Title:

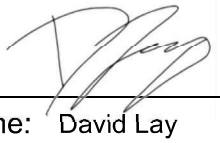
I/We have authority to bind the above.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Lender

By: 

Name: Robert Dyck

Title: Executive Director & Country Manager

By: 

Name: David Lay

Title: Vice President

I/We have authority to bind the above.

Docusign Envelope ID: 8A63642C-6DE0-4F96-977B-39455F81436D

ACKNOWLEDGED AND AGREED as of the date first written above.

WITNESS:



Name:

MICHAEL BUTLER, as Guarantor



NOVA RIDGE (QUEENSWAY) LP, by its general partner, NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor

By: 

Name:
Title:

By:

Name:
Title:

I/We have authority to bind the above.

NOVA RIDGE (QUEENSWAY) GP CORP., as the Collateral Guarantor GP

By: 

Name:
Title:

By:

Name:
Title:

I/We have authority to bind the above.

Docusign Envelope ID: 8A63642C-6DE0-4F96-977B-39455F81436D

ACKNOWLEDGED AND AGREED as of the date first written above:

Signed by:
Louis Gasbarre
F92C936113484CD...

Witness: Louis Gasbarre

DocuSigned by:
Eamonn McConnell
6EDA2FEFE15A4F9...

Name: Eamonn McConnell

Signed by:
Louis Gasbarre
F92C936113484CD...

Witness: Louis Gasbarre

DocuSigned by:
Mark Woolgar
1E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

This is Exhibit “M” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DEMAND DEBENTURE

(1478-1496 Kingston Road, Toronto)

PRINCIPAL SUM: $100,000,000.00 **DATE: May 10, 2022**

ARTICLE 1

PROMISE TO PAY

1.1 Promise to Pay: **NOVA RIDGE (MANDERLEY) GP CORP., in its capacity as general partner for and on behalf of NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP** (hereinafter referred to as the "**Chargor**"), for value received, hereby acknowledges itself indebted and covenants and promises: (i) to pay to **UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH** (hereinafter referred to as the "**Chargee**") at 650 West Georgia Street, Suite 2400, P.O. Box 11616, Vancouver, BC, V6B 4N9 or wheresoever the Chargee may designate by notice in writing to the Chargor, **ON DEMAND**, the aggregate principal amount of One Hundred Million Dollars ($100,000,000.00) in lawful money of Canada or so much thereof as may then be outstanding and interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid), at such rate specified in the applicable Credit Agreement, as well after as before maturity and both before and after demand, default and judgment, with interest on overdue interest at the same rate, and on all other amounts secured hereby; and (ii) to perform the Obligations Secured (as hereinafter defined).

For the purposes of this Debenture, the term **"Obligations Secured**" means, without limitation or duplication, the Chargor Obligations and the covenant of the Chargor herein contained, and the principal, interest and other amounts payable hereunder or secured hereby.

The Chargor hereby acknowledges that: (i) the Credit Agreements contain credit facilities which may in certain circumstances permit the Chargor to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Chargee, all upon satisfaction of certain conditions stated in the Credit Agreements; and (ii) this Debenture secures all advances and re-advances under the Credit Facilities pursuant to the Credit Agreements.

Notwithstanding any other provision of this Debenture, if the security constituted by this Debenture becomes enforceable, the Chargor will not be liable to pay under this Debenture any greater amount than the Obligations (as defined below).

1.2 Interpretation: In this Debenture, unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the applicable Credit Agreement, as the context requires. In addition, the following terms shall have the following meanings:

"**Account**" has the meaning set out in Section 3.9 hereof.

"**Act**" has the meaning set out in Subsection 2.1(b) hereof.

"**Charged Property**" has the meaning set out in Section 2.1 hereof.

"**Chargee**" has the meaning set out in Section 1.1 hereof.

"**Chargor**" has the meaning set out in Section 1.1 hereof.

"**Chargor Obligations**" means all of the obligations, liabilities and indebtedness (present and future, absolute or contingent, matured or otherwise) of any kind whatsoever of the Chargor to the Chargee under, pursuant to, in connection with

"**Excluded Collateral**" has the meaning set out in Section 2.2 hereof.

"**Event of Default**" has the meaning set out in the applicable Credit Agreement, as the context requires.

"**Leases**" means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time, by or on behalf of the Chargor entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Project.

"**Mezzanine Credit Agreement**" means the credit agreement dated on or about May 10, 2022 among, *inter alios*, the Chargor, as borrower, and the Chargee, as lender, as the same may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time;

"**Obligations**" means, collectively, (i) "Obligations" as such term is defined in the Construction Credit Agreement, and (ii) "Obligations" as such term is defined in the Mezzanine Credit Agreement.

"**Obligations Secured**" has the meaning set out in Section 1.1 hereof.

"**Real Property**" has the meaning set out in Subsection 2.1(a) hereof.

"**Revenues**" has the meaning set out in paragraph 2.1(b)(vi) hereof.

"**Secured Property**" means the lands and premises legally described in Schedule A attached hereto, together with all rights and privileges appertaining thereto and all buildings, improvements and structures now or hereafter constructed or placed therein, thereunder or thereon.

"**Security Interests**" has the meaning set out in Section 2.1 hereof.

"**Tenant**" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and its successors and permitted assigns.

"**Trade-Marks**" means any trade-marks used in connection with the Secured Property and any applications or registrations therefor.

ARTICLE 2

SECURITY

2.1 Security: As security for the due and timely payment and performance of the Obligations Secured, the Chargor:

(a) mortgages and charges as and by way of a first fixed specific mortgage and charge to and in favour of the Chargee, its successors and assigns, all of its right, title, estate and interest, present and future, in and to: (i) the Secured Property; (ii) all buildings, erections, structures, improvements and fixtures now or hereafter constructed or placed in, under or upon the Secured Property; (iii) all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Secured Property; and (iv) all interests in any of the foregoing and all benefits and rights to be derived by the Chargor in respect thereof (collectively, the "**Real Property**");

(b) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee of all of its right,

(i) all materials, supplies, machinery, equipment, fixtures, inventory, vehicles, furniture, tools, accessories and appliances now or hereafter owned or acquired by or on behalf of the Chargor and every interest therein which the Chargor now has or hereafter acquires, wheresoever situate;

(ii) all present and future accounts (including, without limitation, cash collateral accounts), accounts receivable, money (including, without limitation, all money in any bank accounts), intangibles, claims, contract rights, demands, chattel papers, instruments, documents, notes and choses in action, together with any and all security therefor, including, without limiting the generality of the foregoing, all present and future mortgages receivable, debentures, bonds, promissory notes, bills of exchange, judgments and book debts, now due or hereafter to become due to or owned by the Chargor, together with all securities, documents, computer disks, tapes, software or records now or hereafter owned by the Chargor and representing or evidencing the said debts, accounts, accounts receivable, claims, contract rights, demands and choses in action and all other rights and benefits in respect thereof, including, without limitation, all Material Project Agreements and Material Licenses;

(iii) all rights, agreements, licenses, permits, consents, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans, patents, Trade-Marks, trade names, copyrights and other industrial and intellectual property, goodwill, know-how, rights to carry on business and specifications presently owned and hereafter acquired by the Chargor in respect of or in any way relating to the development or construction of the Real Property or any part thereof;

(iv) all present and future computer hardware, software and programs, now or hereafter owned by the Chargor and all rights, agreements, licences, permits and consents in respect of or in any way relating to such computer hardware, software and programs including, without limitation, all paper cards, magnetic tapes, discs, diskettes, drums or magnetic bubbles and whether permanently installed in hardware or crystallized in firmware, and all codes, passwords and security devices in respect thereof;

(v) all shares, stocks, warrants, bonds, debentures, debenture stock, partnership interests, joint venture interests or other securities investments now or hereafter owned by the Chargor;

(vi) all rents, revenues, income, insurance proceeds, expropriation proceeds, other proceeds and other monies to which the Chargor may from time to time be entitled from all sources which pertain to or are derived from the Real Property or any part thereof including, without limitation, all income and proceeds (whether in cash or on credit) received or receivable by or on behalf of the Chargor in respect of the use, occupancy or enjoyment of the Real Property or any part thereof or for the sale of goods or the provision of services on, at or from the Real Property or from judgments, settlements or other resolutions of disputes relating to the ownership, use, construction, development, operation, maintenance or management of the Real Property (collectively, "**Revenues**"); and

(vii) the benefit of any guarantees or indemnities relating to all or part of the property referred to in paragraph 2.1(b)(vi).

(c) assigns, transfers and sets over unto and in favour of the Chargee, its successors and assigns, as and by way of a fixed and specific assignment, all of its right, title, estate and interest, present and future, in and to:

(i) all Material Project Agreements, Material Licenses, Permitted Encumbrances and any agreements relating to the Real Property (including, without limitation, those relating to construction or development on, or operation of, the Real Property) or the business, undertaking and operations of the Chargor in respect of the Real Property; and

(ii) all amendments, extensions, renewals, replacements and substitutions of any of the property referred to in paragraph 2.1(c)(i) and all benefits, rights, remedies, privileges, claims, powers and advantages of the Chargor to be derived therefrom or thereunder (whether arising pursuant thereto or available to the Chargor at law or in equity) and all covenants, obligations and agreements of the other parties thereto including, without limitation, the right of the Chargor to enforce any of the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder;

(d) assigns, transfers and sets over unto and in favour of the Chargee, its successors and assigns, as and by way of a general assignment, all of its right, title, estate and interest present and future, in and to:

(i) the Leases and all benefits, powers and advantages of the Chargor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder or in any agreement collateral thereto including, without limitation, the benefit of any right, option or obligation of any tenant or other person to acquire any of the Real Property or an interest therein, to renew or extend any Lease, to lease other space and any other collateral advantage or benefit to be derived from the Leases or any of them;

(ii) all rents and other moneys now due and payable or hereafter to become due and payable under the Leases and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Chargor thereto in the name of the Chargor;

(iii) all present and future intangibles arising from or out of the Real Property or any part or parts thereof and the property and assets referred to in Subsections 2.1(b) and (c) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action arising out of or in respect thereof;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments relating to the Real Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Chargor to be derived therefrom, including, without limitation, all Material Project Agreements and Material Licenses;

part or parts thereof and all benefit, power and advantage of the Chargor to be derived therefrom provided that all such proceeds shall be held and applied in accordance with the Credit Agreements;

(e) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Chargee, its successors and assigns, all of its right, title, estate and interest, present and future, in and to all personal property in any form (including money) derived, directly or indirectly, from any dealing with the property referred to in Subsections 2.1(a) to (d), inclusive, or proceeds therefrom or that indemnifies or compensates for all or part of such property or proceeds therefrom that is destroyed and damaged; and

(f) grants, conveys, mortgages, charges, pledges and assigns as and by way of a floating charge to and in favour of the Chargee all of the undertaking, property, assets, rights, entitlements, benefits and privileges, both real and personal, moveable and immoveable, of every nature and kind, now or at any time and from time to time hereafter existing and owned by the Chargor (except such property and assets as are validly and effectively subject to any fixed and specific mortgage and charge or assignment, transfer or security interest created hereby) and which in each case is used in relation to or situated on, and which relates solely to the Real Property;

provided that the said grants, conveyances, mortgages, charges, pledges, transfers, assignments and security interests created pursuant to this Section 2.1 (the "**Security Interests**") shall not: (i) extend or apply to any personal property which is "consumer goods", as such term is defined in the Act; or (ii) extend to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Chargor, as lessee, but should such Security Interests become enforceable the Chargor shall thereafter stand possessed of such last day and shall hold it in trust for the Chargee for the purpose of this Debenture and assign and dispose thereof as the Chargee shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Chargee, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons as new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Chargor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

All the undertaking, property and assets mortgaged and charged pursuant to Subsection 2.1(a) and all of the undertaking, property and assets granted, conveyed, pledged, assigned, transferred, mortgaged and charged pursuant to Subsections 2.1(b), (e) and(f) hereof being hereinafter collectively referred to as the "**mortgaged property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Subsections 2.1(c) and (d) being hereinafter collectively referred to as the "assigned property"; and the mortgaged property and assigned property being hereinafter collectively referred to as the "**Charged Property**". Wherever used herein in relation to the rights and remedies of the Chargee the terms "Real Property", "mortgaged property", "assigned property" and "Charged Property" shall, where the context permits, mean the whole or any part or parts thereof.

TO HAVE AND TO HOLD the Charged Property and all rights hereby conferred unto the Chargee, its successors and assigns, for the uses and purposes and with the powers and authorities and subject to the terms and conditions set forth herein and in the Credit Agreements.

2.2 Excluded Collateral: Notwithstanding anything contained in this Debenture, the Security Interests contained herein in respect of the Charged Property, other than the Charged Property referred to in Subsection 2.1(a), shall not extend or attach to the right, title, interest or benefit of

benefit and interest to be derived therefrom in trust for the Chargee as additional security, as if the Security Interests contained herein applied, and shall deliver up such right, title, benefit and interest to the Chargee forthwith upon the occurrence and during the continuance of an Event of Default.

2.3 Delivery of Instruments, Securities, Etc.: The Chargor shall, upon reasonable request from the Chargee, following the occurrence and during the continuance of an Event of Default, forthwith deliver to the Chargee to be held by the Chargee hereunder all instruments, securities, letters of credit, advices of credit and negotiable documents of title in its possession or control which pertain to or form part of the Charged Property, and shall, where appropriate, duly endorse the same for transfer in blank or as the Chargee may direct and shall make all commercially reasonable efforts to deliver forthwith to the Chargee any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Chargee.

2.4 Representations and Warranties of the Chargor: The Chargor represents and warrants to the Chargee as follows:

(a) French Name: The Chargor does not have or use a French form of name or a combined English and French form of name;

(b) Address: The address of the Chargor's chief executive office and chief operating office is 56 The Esplanade, Suite 308, Toronto, ON M5E 1A7; and

(c) Location of Charged Property: With the exception of inventory in transit, all tangible assets comprising the Charged Property are situate at the Real Property, the chief executive office or the chief operating address.

The foregoing representations and warranties shall survive for so long as any of the Obligations Secured remain unpaid and, notwithstanding any investigation made by or on behalf of the Chargee, shall continue in full force and effect for the benefit of the Chargee during such period.

2.5 Covenants of the Chargor: So long as any of the Obligations Secured shall remain unpaid or the Chargee has the obligation to provide credit facilities pursuant to any Credit Agreement, the Chargor covenants and agrees with the Chargee as follows:

(a) No Further Encumbrances/Dispositions: Except as expressly permitted by the Credit Agreements, the Chargor shall not further mortgage, charge, encumber, transfer or otherwise dispose of the Charged Property or any portion thereof without the prior written consent of the Chargee, in its sole, absolute, and unfettered discretion.

(b) No Accessions: The Chargor shall prevent any Charged Property from being or becoming an accession to any property not subject to the Security Interests created by this Debenture;

(c) Change of Name/Chief Executive Office: The Chargor shall not change its name or the location of its chief executive office without giving prior written notice to the Chargee of the new name or chief executive office location and the date upon which such change of name or chief executive office location is to take effect;

(d) Location of Charged Property: Except as may be permitted by the Credit Agreements, the Chargor shall not keep, store, locate or install any Charged Property at, or move, transport or transfer any Charged Property to, any location other than those locations set out in Subsection 2.4(c) without the prior written consent of the Chargee; and

(e) Registrations: The Chargor will, from time to time at the request of the Chargee,

interests, in and to each and every part of the Real Property and, if the estate, right, title and interests of the Chargor, whether leasehold or freehold, in and to the Real Property or any part thereof enlarges, the charges created by this Article 2 will be enlarged and extended to be a mortgage, pledge and charge of, and security interest in, such enlarged estate, right, title and interest promptly upon the acquisition thereof by the Chargor, and without any further act on the part of the Chargor, and will become and be subject to the charges created by this Article 2 as fully and completely as though now owned by the Chargor.

ARTICLE 3

RIGHTS AND REMEDIES

3.1 Remedies Upon Default: Upon the occurrence of and during the continuance of any Event of Default, the Chargee may do any one or more of the following:

(a) by written notice to the Chargor declare the Obligations Secured to be immediately due and payable without the necessity of presentment for payment, or notice of non-payment and of protest (all of which are hereby expressly waived by the Chargor);

(b) proceed to exercise any and all rights under this Debenture, the other Loan Documents and any other document or instrument executed pursuant to this Debenture or any other rights otherwise available to it whether under this Debenture, the other Loan Documents or otherwise, including enforcement of this Debenture;

(c) take any action or proceeding authorized or permitted by this Debenture, the other Loan Documents or by law or equity, and file or cause to be filed on its behalf such proofs of claim and other documents as may be necessary or desirable to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to Chargor;

(d) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Property;

(e) immediately enter upon and take possession of, disable or remove all of the Charged Property or any part or parts thereof with power, among other things, to exclude the Chargor, to preserve and maintain the Charged Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, completing, repairing, preserving and protecting and operating the Charged Property and all charges, payment of which may be necessary to preserve or protect the Charged Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including, without limitation, power to advance its own moneys at the rate provided for under the applicable Credit Agreement and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(f) whether or not the Chargee has taken possession of the Charged Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Chargee may determine (including a term that a reasonable commission shall be payable to the Chargee or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby

(i) without legal process, enter any premises where the Charged Property may be situated and take possession of the Charged Property by any method permitted by law;

(j) carry on all or any part of the business or businesses of the Chargor relating to the Charged Property and, to the exclusion of all others including the Chargor, enter upon, occupy and, subject to any requirements of law and subject to any leases or agreements then in place, use all or any of the Real Property, premises, buildings, plant, undertaking, assets and other property comprising the Charged Property for such time and in such manner as the Chargee sees fit, free of charge and, except to the extent required by law, the Chargee shall not be liable to the Chargor for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages or other amounts incurred in connection therewith or resulting therefrom;

(k) borrow money for the purpose of carrying on the business of the Chargor relating to the Charged Property or for the maintenance, preservation or protection of the Charged Property and mortgage, charge, pledge or grant a security interest in the Charged Property, whether or not in priority to the security interests created by this Debenture to secure repayment of any money so borrowed;

(l) where the Chargee has taken possession of the Charged Property, retain the Charged Property irrevocably, to the extent not prohibited by law, by giving notice thereof to the Chargor and to any other persons required by law in the manner provided by law;

(m) send or employ inspectors or agents to inspect, audit and report upon the value, state and condition of the Charged Property;

(n) subject to applicable law, seize, collect, retain and administer the Charged Property or any part or parts thereof in the Chargee's discretion;

(o) pay any encumbrance, lien, claim or charge that validly exists or has been threatened against any of the Charged Property and any amounts determined to be validly existing shall, when so paid, together with any costs, charges and expenses incurred by the Chargee (including, without limitation, legal fees and disbursements on a solicitor-client basis), be added to the Obligations Secured hereby and shall bear interest at the rate provided for in the applicable Credit Agreement;

(p) take proceedings in any court of competent jurisdiction to enforce payment by the Chargor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Chargee;

(q) exercise or pursue any other remedy or proceeding authorized or permitted hereby or by the Act or any similar personal property security legislation or by any other legislation in any jurisdiction in which any of the Charged Property is located or otherwise permitted by law or equity; and

(r) with or without entry into possession of the Charged Property, or any part thereof, appoint a receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof and of the rents and profits thereof pursuant to and in accordance with the provisions of the Security and this Debenture and with or without security for the performance of the receiver’s obligations and from time to time remove any receiver and appoint another in its stead. Upon the appointment of any such receiver or receivers from time to time, subject to Applicable Laws, the following provisions shall apply:

by Applicable Laws, either for cash or on credit, at such time and upon such terms and conditions as the receiver may determine (including a term that a reasonable commission shall be payable to the receiver, the Chargee or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby (unless caused or to the extent contributed to by the fraud or gross negligence of the Chargor) and the receiver may execute and deliver to any purchaser of the Charged Property or any part thereof good and sufficient deeds and documents for the same and such receiver shall also have the power to take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Property;

(iii) the Chargee may from time to time fix the remuneration of every such receiver and every such receiver shall be entitled to deduct the same out of the income from the Charged Property or the proceeds of disposition of the Charged Property;

(iv) the appointment of every such receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Real Property or any part thereof;

(v) every such receiver shall, from time to time, have the power to lease or otherwise deal with any portion of the Charged Property which may become vacant or available for lease on such terms and conditions as such receiver may deem advisable and shall have full power to complete any unfinished construction upon the Real Property (such power of the receiver to include, without limitation, the power to borrow funds in the name of and on the credit of the Chargor for such purposes, which borrowings may be secured by the Charged Property, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vi) every such receiver shall have full power to fully manage, develop, operate, lease, deal with agreements (including, without limitation, the Material Project Agreements, the Material Licenses, and Permitted Encumbrances) and Leases, construct, complete, repair, renovate or alter the Real Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including, without limitation, entering into, amending and terminating such contracts and other agreements relating to the Charged Property as are necessary or advisable, in the opinion of the receiver, and the entering into, renewal, amendment, supplement or termination of any agreements and Leases as the receiver may deem appropriate in its sole and absolute discretion; the aforementioned power shall include the power to borrow money in the name of and on the credit of the Chargor for all such purposes (which borrowings may be secured by the Charged Property, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

(vii) no such receiver shall be liable to the Chargor to account for monies other than monies actually received by or in respect of Charged Property

Property in priority to this Debenture or the Security and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect of the Charged Property or any part thereof and in payment of all interest, fees and other similar amounts due or falling due hereunder and the balance to be applied upon the Obligations Secured; and

(D) at the discretion of the receiver, interest, principal and other monies which may from time to time constitute an encumbrance on the Charged Property subsequent or subordinate to this Debenture or the Security;

and every receiver may in its discretion retain reasonable reserves to pay accruing amounts and anticipated payments in connection with any of the foregoing; and any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accountable to the Chargor and upon termination of the receivership such receiver shall pay such surplus to the Chargor or pay it into court, as the receiver may elect;

(viii) 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; and

(ix) the receiver may carry out all actions and do all things that the Chargee may do under this Debenture and the Security as if it were the Chargee (it being agreed that such powers are not in any way limited by the foregoing provisions of this Subsection 3.1(r)).

3.2 Sale of Charged Property: The Chargor agrees that any sale referred to in Section 3.1 may be either a sale of all or any portion of the Charged Property and may be by way of public auction, public tender, private contract or otherwise without notice, advertisement or any other formality, except as required by law. To the extent not prohibited by law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Chargee in its sole discretion thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell. The Chargee may sell the Charged Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Charged Property and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Chargor and all those claiming an interest in the Charged Property by, from, through or under the Chargor.

3.3 References to the Chargee Include Receiver: For the purposes of Sections 3.1, 3.2, 3.4 3.7, 3.8, 3.10, 3.11, and 3.14 a reference to the Chargee shall, where the context permits include any receiver or receiver and manager or other agent on behalf of the Chargee.

3.4 Chargor's Rights: Subject to the terms of the Credit Agreements, until the security hereby constituted shall become and remains enforceable, the Chargor shall be entitled to deal with the Charged Property and enforce, use and enjoy all of the benefits, advantages and powers thereunder as if this Debenture had not been made, including, in accordance with the terms and provisions of the Credit Agreements, the right to enter into any agreements of purchase and sale involving the units in the condominium project intended to be developed on the Real Property, as well as the right to amend or terminate any existing or future Material Project Agreements, and agreements of purchase and sale involving any of the units or proposed units in said condominium project (as well as any leases or occupancy agreements in connection therewith). Upon the security hereby constituted becoming and remaining enforceable, the Chargee may, but shall not be obligated to, exercise all rights, powers,

amounts payable by the Chargor to the Chargee under this Debenture, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Obligations Secured and will be secured by the security interests created by this Debenture.

3.7 Charge as Security:

(a) It is expressly acknowledged and agreed that nothing herein contained shall obligate the Chargee to assume or perform any obligation of the Chargor to any third party in respect of or arising out of any of the Charged Property. The Chargee may, however, only after an Event of Default and while any Event of Default continues, at its option, assume or perform any such obligations as the Chargee considers necessary or desirable to obtain the benefit of the Charged Property free of any set-off, deduction or abatement and any money expended by the Chargee in this regard shall form part of and shall be deemed to form part of the Obligations Secured and bear interest at the rate stipulated in Section 3.6.

(b) The exercise by the Chargee of its rights under this Debenture or the assumption after any Event of Default of certain obligations of the Chargor as referred to in Subsection 3.7(a) above shall not constitute or have the effect of making the Chargee a mortgagee in possession. Care, control and management of the Charged Property shall remain and shall be deemed to be with the Chargor in the absence of clear and unequivocal action by the Chargee depriving the Chargor of such care, control and management and the assumption thereof by the Chargee.

3.8 Limitations on Chargee's Liability: The Chargee will not be liable to the Chargor or any other Person for any failure or delay in exercising any of the rights of the Chargee under this Debenture (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Charged Property, or to preserve rights against prior parties). Neither the Chargee, nor any receiver or agent of the Chargee is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Charged Property in its possession. Neither the Chargee nor any receiver or agent will be liable for any, and the Chargor will bear the full risk of all, loss or damage to any and all of the Charged Property (including any Charged Property in the possession of the Chargee or any receiver or agent) caused for any reason other than the gross negligence or wilful misconduct of the Chargee or such receiver or agent.

3.9 Debtor Remains Liable under Accounts and Contracts: Notwithstanding any provision of this Debenture, the Chargor will remain liable under each of the agreements, contracts, Leases, Material Project Agreements and other documents comprising the Charged Property (each a "**Contract**") to pay and satisfy all indebtedness, liabilities and other monetary obligations and to observe and perform all the conditions and obligations which are to be paid, satisfied, observed and performed by the Chargor thereunder, all in accordance with the terms of each such Contract. The Chargee will have no obligation or liability under any account or monetary obligation (an "**Account**") (or any Contract giving rise thereto) or Contract by reason of or arising out of this Debenture or the receipt by the Chargee of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Chargee will not be obligated in any manner to perform any of the obligations of the Chargor under or pursuant to any Account (or any Contract giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any Contract giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

3.10 Dealings by Chargee: The Chargee will not be obliged to exhaust its recourse against the Chargor or any other Person or against any other security it may hold in respect of the Obligations Secured before realizing upon or otherwise dealing with the Charged Property in

(i) the Chargee shall only have the duty of care with respect to such Charged Property as would a reasonable and prudent owner, including the duty to use reasonable care in the custody and preservation thereof, provided that the Chargee need not take any steps of any nature to defend or preserve the rights of the Chargor therein against the claims or demands of others or to preserve rights therein against prior parties;

(ii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, grant or otherwise create a security interest in such Charged Property upon any terms provided that such terms do not impair the Chargor's right to redeem such Charged Property; and

(iii) the Chargee may, at any time following the occurrence of an Event of Default which is continuing, use such Charged Property in any manner and to such extent as it deems necessary or desirable.

3.12 After Acquired Property: The Chargor covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Charged Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Chargee hereby created shall attach to such Charged Property at the same time as the Chargor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Charged Property shall be subject to the security interests created hereby in accordance with the provisions of Section 2.1 hereof.

3.13 Attachment: The Chargor hereby acknowledges and agrees that value has been given for the granting of the security interests created hereby and that there is no agreement between the Chargor and the Chargee, express or implied, to postpone the attachment of the security interests created hereby except in respect of after-acquired property forming part of the Charged Property with respect to which the security interests created hereby shall attach at the same time as the Chargor acquires rights therein or thereto.

3.14 Indemnity: The Chargor agrees to indemnify the Chargee from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Chargee and arising by reason of any action (including any action referred to in this Debenture) or inaction or omission to do any act legally required by the Chargor, save and except if occasioned by the gross negligence or misconduct of the Chargee. This indemnification will survive the satisfaction, release or extinguishment of the Obligations Secured and the security interests created by this Debenture.

ARTICLE 4

GENERAL PROVISIONS

4.1 Remedies Cumulative and Waivers: For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other document or instrument executed pursuant to this Debenture are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Debenture or other document or instrument executed pursuant to this Debenture or the Security shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted either expressly or by course of conduct by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and

such instruments, discharges or re-assignments and give such notification or assurances as the Chargor may properly require to fully release, discharge and cancel this Debenture in the circumstances.

4.3 Notice: Any demand, notice, consent or other communication to be made or given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when given in accordance with the provisions of the Credit Agreements.

4.4 Further Assurances: Each party shall, at its own expense, promptly execute and deliver to the other upon request all such other and further documents, agreements, opinions, certificates and other instruments in compliance with or accomplishment of their covenants and agreements hereunder or under any document to be delivered pursuant hereto or otherwise necessary to make any recording, file any notice or obtain any consent, all as may be reasonably necessary and appropriate in connection herewith.

4.5 Continuing Security: This Debenture and the rights and remedies it creates are a continuing agreement and security and shall bind the parties until discharge of this Debenture as provided in Section 4.2 hereof. No payment by the Chargor of the whole or any part of any Obligations Secured by this Debenture shall reduce the amount secured hereby unless specifically appropriated to and noted on this Debenture by the Chargee.

4.6 No Marshalling: This Debenture shall be in addition to and not in substitution for any other security which the Chargee may now or hereafter hold in respect of the Obligations Secured or any other Loan Document and the Chargee shall be under no obligation to marshall in favour of the Chargor, any other Obligor or other lender or holder of security, any monies or other assets which the Chargee may be entitled to receive or upon which the Chargee may have a claim.

4.7 Agreement Paramount: This Debenture is issued subject to the terms of the Credit Agreements. In the event of any inconsistency or conflict between the terms of this Debenture and either Credit Agreement, the terms of the applicable Credit Agreement shall govern. Notwithstanding the foregoing, in the event that this Debenture contains remedies which are in addition to the remedies set forth in any Credit Agreement, the existence of such additional remedies in this Debenture shall not constitute a conflict or inconsistency with the provisions of the applicable Credit Agreement.

4.8 Amendment of Agreement: No supplement, modification, amendment, waiver or termination of this Debenture shall be binding unless executed in writing by all parties hereto. No waiver of any provision of this Debenture shall be deemed or shall constitute a waiver of any other provision of this Debenture (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise so expressed or provided.

4.9 Invalidity of Provisions: If any of the provisions in this Debenture should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4.10 Time: Time shall be of the essence in this Debenture.

4.11 Successors and Assigns: This Debenture and all its provisions shall enure to the benefit of and shall be binding upon the Chargee and the Chargor and their respective permitted successors and permitted assigns.

4.12 Assignment by Chargee: The rights of the Chargee under this Debenture may be assigned by the Chargee to a person to whom the Chargee is also assigning its rights under either Credit Agreement to the same extent, and on and subject to the same terms and conditions, as the Chargee may assign its rights under the applicable Credit Agreement. The Chargor may not assign its obligations under this Debenture except in accordance with the

required for such purposes. This power of attorney shall not be revoked or terminated by any act or thing other than the discharge of this Debenture in accordance with Section 4.2.

4.14 Acknowledgement by Chargor: The Chargor acknowledges receipt of a copy of this Debenture and hereby expressly waives the right to receive a copy of any financing statement or a copy of the statement confirming the registration of any financing statement that may be registered in connection with any security interest created under this Debenture.

4.15 Applicable Laws: This Debenture shall be governed in all respects by the law of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract save in respect of the security created pursuant hereto upon real property and personal property situate in any province of Canada other than Ontario, and upon income therefrom, which shall be governed by the laws of the province in which such property is situate.

4.16 Attornment: The Chargor submits to the non-exclusive jurisdiction of any court in the Province of Ontario in any action or proceeding arising out of or relating to this Debenture, and the Chargor irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court or in any other court of competent jurisdiction selected by the Chargee.

4.17 *Land Registration Reform Act*: The implied covenants deemed to be included in a charge under Subsection 7(1) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded and replaced by the terms of this Debenture, to the extent that same are inconsistent with the terms hereof.

4.18 Condominium Provisions:

(1) This section applies to those parts of the Real Property that are or become a condominium unit created under the *Condominium Act* (Ontario).

(2) The Chargor gives to the Chargee the right, after and during the continuance of an Event of Default, to vote for and in the name of the Chargor under the by-laws of the condominium corporation and to consent at any time or times and for all purposes whenever the Chargor would have such right of consent, but the Chargee is not required to do so or to attend or vote at any meeting or to protect the Chargor's interest and the Chargee shall not be responsible for any exercise of the right to vote or right to consent or any failure to exercise the right to vote or consent.

(3) At the written request of the Chargee, the Chargor will give the Chargee copies of all notices, financial statements and other documents given by the condominium corporation to the Chargor.

(4) The Chargor appoints the Chargee to be the Chargor's agent to inspect or obtain copies of any records or other documents of the condominium corporation that the Chargor is entitled to inspect or obtain.

(5) Nothing done by the Chargee under this Section 4.18 will make the Chargee a "mortgagee in possession".

(6) For greater clarity, when there is no Event of Default, the Chargor shall be entitled to exercise the right to vote or consent attributable to each Unit in all matters relating to the affairs of the condominium corporation, provided that the Chargor exercises such voting rights in good faith, for the purposes of organizing the affairs of the condominium corporation in a commercially reasonably manner, and to cause the condominium corporation to formally enact, ratify and/or approve all of the by-laws, rules and agreements referred to in the Chargor's disclosure statement issued with respect to the condominium (or in any corrigenda issued with respect thereto).

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IN WITNESS WHEREOF the Chargor has duly executed this Debenture as of the date first written above.

NOVA RIDGE (MANDERLEY) GP CORP., in its capacity as general partner for and on behalf of NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

Per: DocuSigned by: 8AD2A59C02DB497...

Name: Michael Butler
Title: President

Per: _____

Name:
Title:

I/We have authority to bind the above.

SCHEDULE A

Legal Description of the Property

1478-1496 Kingston Road, Toronto

PIN 06463-0015 (LT)

PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO

This is Exhibit “N” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Properties

PIN 06463 - 0015 LT *Interest/Estate* Fee Simple

Description PCL 7-1, SEC M588 ; LTS 7, 8 & 9, PL M588 , T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON ; SCARBOROUGH , CITY OF TORONTO; SUBJECT TO AN EASEMENT AS IN AT5769347

Address 1478 TO 1496 KINGSTON ROAD
SCARBOROUGH

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 NOVA RIDGE (MANDERLEY) GP CORP.
Address for Service 250 Merton Street, Suite 409
Toronto, ON M4S 1B1

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.

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
Address for Service 250 Merton Street, Suite 409
Toronto, ON M4S 1B1

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) *Capacity* *Share*

Name UNITED OVERSEAS BANK LIMITED
Address for Service 650 West Georgia Street
Suite 2400, P.O. Box 11616
Vancouver, BC, V6B 4N9

Statements

Schedule: See Schedules

Provisions

Principal	$100,000,000.00	*Currency*	CDN
Calculation Period	SEE SCHEDULE		
Balance Due Date	ON DEMAND		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date			
Payment Date	SEE SCHEDULE		
First Payment Date			

Submitted By

MCCARTHY TETRAULT LLP
Box 48 Suite 5300, TD Bank Tower
Toronto
M5K 1E6
2022 05 10

Tel 416-362-1812
Fax 416-868-0673

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

File Number

Chargee Client File Number : 207511-546361

This is Exhibit “O” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

(1478-1496 Kingston Road, Toronto, Ontario)

THIS AGREEMENT is made as of the 18th day of May, 2022

BY:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

(the "**Assignor**")

IN FAVOUR OF:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH, AS ADMINISTRATIVE AGENT

(the "**Assignee**")

WHEREAS the Assignor, as Borrower, has requested the Credit Facilities to finance the Project and the Lenders have agreed to make available the Credit Facilities to the Assignor on and subject to the terms and conditions set forth in the Credit Agreement (as defined below);

AND WHEREAS in order to secure the performance of the Obligations, the Assignor has agreed to assign its interest in the Material Project Agreements to the Assignee, as administrative agent for and on behalf of the Lenders;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE ONE
INTERPRETATION

1.01 Definitions

In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement, and the following terms shall have the following meanings:

(a) "**Agreement**" means this Agreement and all amendments made hereto by written agreement between the parties.

(b) "**Credit Agreement**" means the credit agreement dated as of May 13, 2022 among, *inter alia*, the Assignor, as borrower and the Assignee, as administrative agent for and on behalf of the Lenders, as the same may be amended,

supplemented, extended, renewed, restated, replaced or superseded from time to time.

1.02 Interpretation Not Affected By Headings, Etc.

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 Capitalized Terms

Unless otherwise indicated, the capitalized terms used in this Agreement but not specifically defined, shall have the same meanings as are ascribed to such terms in the Credit Agreement.

1.04 Extended Meaning

A reference to the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO
ASSIGNMENT, ETC.

2.01 Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assign, transfer and set over to and in favour of the Assignee, to the extent that such are capable of assignment, as and by way of a fixed and specific assignment, all of their right, title, estate and interest in, to, under and in respect of:

(a) any and all Material Project Agreements;

(b) all benefit, power and advantage of the Assignor to be derived from the Material Project Agreements and all covenants, obligations, agreements, and undertakings of the other parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;

(c) all revenues and other moneys now due and payable or hereafter to become due and payable to the Assignor under the Material Project Agreements or in connection therewith, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other moneys; and

(d) all books, accounts, invoices, letters, papers, contracts and documents in any way evidencing or relating to the Material Project Agreements;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Credit Agreement.

This Agreement shall be held by the Assignee as additional security for the due payment of all principal moneys, interest and other moneys payable by the Assignor pursuant to the Credit Agreement and for the performance by the Assignor of the Obligations.

2.02 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Project Agreements and will use all reasonable commercial efforts to cause the other parties to each Material Project Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.03 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under any Material Project Agreement and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any Person arising directly or indirectly in connection therewith except to the extent caused or contributed to by the fraud or gross negligence of the Assignee.

2.04 Service and Registration

The Assignee shall have the right at any time to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.05 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby irrevocably appoints and authorizes the Assignee), may, at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Credit Agreement exercise any of the rights, powers, authority and discretion which under the terms of any Material Project Agreement could be exercised by the Assignor with respect to such Material Project Agreement.

2.06 Performance Until Default

Until the Assignee enforces any of its rights herein contained, the Assignor shall, subject to the express terms of the Credit Agreement and this Agreement, be entitled to deal with the Material Project Agreements and enforce all of its benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Project Agreements and the immediate attachment thereof. If an Event of Default under the Credit Agreement occurs and is continuing, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Project Agreements in its place and stead all of which is hereby consented to by the Assignor.

2.07 Bona Fides

The Assignor shall not execute or enter into a Material Project Agreement unless same is executed or entered into by it in the ordinary course of business, at arm's length or upon arm's length terms and in good faith, and on such terms as are consistent with the practice of a reasonable and prudent owner of property similar in nature, condition and location to the Project Lands and unless the same does not adversely affect the interest of the Assignee under this Agreement or the Credit Agreement.

ARTICLE THREE
COVENANTS

3.01 Covenants

The Assignor hereby covenants and agrees with the Assignee that it shall use reasonable commercial efforts to ensure that any Material Project Agreement it enters into after the date hereof shall be capable of assignment and capable of further assignment by the Assignee, its successors and assigns or by any receiver or receiver and manager after and during the continuance of an Event of Default. To the extent that any such Material Project Agreement is incapable of assignment, the Assignor agrees that it shall hold any such agreement in trust for the Assignee and that, in the event of occurrence and during the continuance of an Event of Default under the Credit Agreement, it shall act as agent for the Assignee and will perform all of the liabilities and obligations under such agreements as the Assignee may so direct and hold all benefit of any such agreement in trust for the Assignee.

ARTICLE FOUR
DEFAULT

4.01 Rights of Assignee Upon Default

Whenever an Event of Default has occurred and is continuing under the Credit Agreement, without limiting the rights of the Assignee under or pursuant to this Agreement, the Credit Agreement or otherwise provided by law, the Assignee shall have the authority:

(a) to the extent permitted by the Material Project Agreements, to renew, amend or otherwise deal with the Material Project Agreements on such terms and conditions as the Assignee may determine, acting reasonably, all in the name of the Assignor;

(b) to perform, acting reasonably, at the expense of the Assignor, any and all obligations or covenants of the Assignor under the Material Project Agreements and to enforce performance by any party to the Material Project Agreements of its obligations, covenants and agreements thereunder, all in the name of the Assignor and at the Assignor's sole cost and expense, including reasonable legal fees and disbursements on a substantial indemnity basis, all of which amounts shall be immediately due and payable, shall form part of the Obligations secured by the Loan Documents, and shall be a charge on the Project until paid; and

(c) to exercise, acting reasonably, any of the rights, powers and discretions which under the terms of the Material Project Agreements or any of them could be exercised by the Assignor.

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

4.02 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or employee of the Assignee or its appointed agents, as the case may be.

ARTICLE FIVE
GENERAL

5.01 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Project Agreements thereunder shall not be affected or impaired by:

(a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(d) any merger, consolidation or amalgamation of the Assignor into or with any other Person; or

(e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.02 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.03 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.04 Time of Essence

Time shall be of the essence of this Agreement.

5.05 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when given in accordance with the provisions of the Credit Agreement.

5.06 Waiver

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

5.07 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.08 Termination of this Agreement

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all Obligations, and until the Assignee has no further obligation to provide the Credit Facilities under the Credit Agreement. If the Assignor pays the Obligations, the Assignor performs, satisfies and extinguishes all Obligations, and if the Assignee no longer has any further obligation to provide or continue to provide the Credit Facilities to the Assignor pursuant to the Credit Agreement, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Material Project Agreements shall automatically revert to the Assignor or its successors or assigns, all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee, upon the request and at the expense of the Assignor, shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Assignor may properly require to fully release, discharge and cancel this Agreement in the circumstances.

5.09 After-Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Material Project Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Project Agreement at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Project Agreement shall be absolute, fixed and specific, subject only to Permitted Encumbrances.

5.10 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Project Agreements. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.11 Conflict

This Agreement has been entered into subject to the terms and conditions of the Credit Agreement and, if there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall prevail and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such additional remedies in this Agreement shall not constitute a conflict or inconsistency with the provisions of the Credit Agreement.

5.12 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

5.13 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.15 Binding On Successors, Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and their successors and assigns.

5.16 Counterparts and Facsimile Execution

This Agreement may be executed in one or more counterparts, each of which so executed will constitute an original and all of which will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

[SIGNATURE LINES FOLLOW ON THE NEXT PAGE]

DocuSign Envelope ID: 38A9493D-4906-4B62-A52C-BDB0351DAADF

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

DocuSigned by:

By: _____
8AD2A59C02DB497...

Name: Michael Butler
Title: President

By: _____

Name:
Title:

I/We have authority to bind the Corporation.

This is Exhibit “P” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

(1478-1496 Kingston Road, Toronto, Ontario)

THIS AGREEMENT is made as of the 18th day of May, 2022

BY:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

(the "**Assignor**")

IN FAVOUR OF:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH, AS LENDER

(the "**Assignee**")

WHEREAS the Assignor, as borrower, has requested the Credit Facility to finance the Project and the Assignee, as lender, has agreed to make available the Credit Facility to the Assignor on and subject to the terms and conditions set forth in the Credit Agreement (as defined below);

AND WHEREAS in order to secure the performance of the Obligations, the Assignor has agreed to assign its interest in the Material Project Agreements to the Assignee, as lender;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE ONE
INTERPRETATION

1.01 Definitions

In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement, and the following terms shall have the following meanings:

(a) "**Agreement**" means this Agreement and all amendments made hereto by written agreement between the parties.

(b) "**Credit Agreement**" means the credit agreement dated as of May 13, 2022 among, *inter alia*, the Assignor, as borrower and the Assignee, as lender, as the

same may be amended, supplemented, extended, renewed, restated, replaced or superseded from time to time.

1.02 Interpretation Not Affected By Headings, Etc.

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 Capitalized Terms

Unless otherwise indicated, the capitalized terms used in this Agreement but not specifically defined, shall have the same meanings as are ascribed to such terms in the Credit Agreement.

1.04 Extended Meaning

A reference to the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO
ASSIGNMENT, ETC.

2.01 Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assign, transfer and set over to and in favour of the Assignee, to the extent that such are capable of assignment, as and by way of a fixed and specific assignment, all of their right, title, estate and interest in, to, under and in respect of:

(a) any and all Material Project Agreements;

(b) all benefit, power and advantage of the Assignor to be derived from the Material Project Agreements and all covenants, obligations, agreements, and undertakings of the other parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;

(c) all revenues and other moneys now due and payable or hereafter to become due and payable to the Assignor under the Material Project Agreements or in connection therewith, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other moneys; and

(d) all books, accounts, invoices, letters, papers, contracts and documents in any way evidencing or relating to the Material Project Agreements;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Credit Agreement.

This Agreement shall be held by the Assignee as additional security for the due payment of all principal moneys, interest and other moneys payable by the Assignor pursuant to the Credit Agreement and for the performance by the Assignor of the Obligations.

2.02 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Project Agreements and will use all reasonable commercial efforts to cause the other parties to each Material Project Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.03 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under any Material Project Agreement and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any Person arising directly or indirectly in connection therewith except to the extent caused or contributed to by the fraud or gross negligence of the Assignee.

2.04 Service and Registration

The Assignee shall have the right at any time to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.05 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby irrevocably appoints and authorizes the Assignee), may, at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Credit Agreement exercise any of the rights, powers, authority and discretion which under the terms of any Material Project Agreement could be exercised by the Assignor with respect to such Material Project Agreement.

2.06 Performance Until Default

Until the Assignee enforces any of its rights herein contained, the Assignor shall, subject to the express terms of the Credit Agreement and this Agreement, be entitled to deal with the Material Project Agreements and enforce all of its benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Project Agreements and the immediate attachment thereof. If an Event of Default under the Credit Agreement occurs and is continuing, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Project Agreements in its place and stead all of which is hereby consented to by the Assignor.

2.07 Bona Fides

The Assignor shall not execute or enter into a Material Project Agreement unless same is executed or entered into by it in the ordinary course of business, at arm's length or upon arm's length terms and in good faith, and on such terms as are consistent with the practice of a reasonable and prudent owner of property similar in nature, condition and location to the Project Lands and unless the same does not adversely affect the interest of the Assignee under this Agreement or the Credit Agreement.

ARTICLE THREE
COVENANTS

3.01 Covenants

The Assignor hereby covenants and agrees with the Assignee that it shall use reasonable commercial efforts to ensure that any Material Project Agreement it enters into after the date hereof shall be capable of assignment and capable of further assignment by the Assignee, its successors and assigns or by any receiver or receiver and manager after and during the continuance of an Event of Default. To the extent that any such Material Project Agreement is incapable of assignment, the Assignor agrees that it shall hold any such agreement in trust for the Assignee and that, in the event of occurrence and during the continuance of an Event of Default under the Credit Agreement, it shall act as agent for the Assignee and will perform all of the liabilities and obligations under such agreements as the Assignee may so direct and hold all benefit of any such agreement in trust for the Assignee.

ARTICLE FOUR
DEFAULT

4.01 Rights of Assignee Upon Default

Whenever an Event of Default has occurred and is continuing under the Credit Agreement, without limiting the rights of the Assignee under or pursuant to this Agreement, the Credit Agreement or otherwise provided by law, the Assignee shall have the authority:

(a) to the extent permitted by the Material Project Agreements, to renew, amend or otherwise deal with the Material Project Agreements on such terms and conditions as the Assignee may determine, acting reasonably, all in the name of the Assignor;

(b) to perform, acting reasonably, at the expense of the Assignor, any and all obligations or covenants of the Assignor under the Material Project Agreements and to enforce performance by any party to the Material Project Agreements of its obligations, covenants and agreements thereunder, all in the name of the Assignor and at the Assignor's sole cost and expense, including reasonable legal fees and disbursements on a substantial indemnity basis, all of which amounts shall be immediately due and payable, shall form part of the Obligations secured by the Loan Documents, and shall be a charge on the Project until paid; and

(c) to exercise, acting reasonably, any of the rights, powers and discretions which under the terms of the Material Project Agreements or any of them could be exercised by the Assignor.

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

4.02 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or employee of the Assignee or its appointed agents, as the case may be.

ARTICLE FIVE
GENERAL

5.01 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Project Agreements thereunder shall not be affected or impaired by:

(a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or

(d) any merger, consolidation or amalgamation of the Assignor into or with any other Person; or

(e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.02 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.03 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.04 Time of Essence

Time shall be of the essence of this Agreement.

5.05 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when given in accordance with the provisions of the Credit Agreement.

5.06 Waiver

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

5.07 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.08 Termination of this Agreement

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all Obligations, and until the Assignee has no further obligation to provide the Credit Facility under the Credit Agreement. If the Assignor pays the Obligations, the Assignor performs, satisfies and extinguishes all Obligations, and if the Assignee no longer has any further obligation to provide or continue to provide the Credit Facility to the Assignor pursuant to the Credit Agreement, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Material Project Agreements shall automatically revert to the Assignor or its successors or assigns, all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee, upon the request and at the expense of the Assignor, shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Assignor may properly require to fully release, discharge and cancel this Agreement in the circumstances.

5.09 After-Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Material Project Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Project Agreement at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Project Agreement shall be absolute, fixed and specific, subject only to Permitted Encumbrances.

5.10 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Project Agreements. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.11 Conflict

This Agreement has been entered into subject to the terms and conditions of the Credit Agreement and, if there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall prevail and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such additional remedies in this Agreement shall not constitute a conflict or inconsistency with the provisions of the Credit Agreement.

5.12 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

5.13 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.15 Binding On Successors, Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and their successors and assigns.

5.16 Counterparts and Facsimile Execution

This Agreement may be executed in one or more counterparts, each of which so executed will constitute an original and all of which will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

[SIGNATURE LINES FOLLOW ON THE NEXT PAGE]

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: 

Name: Michael Butler
Title: President

By: _____

Name:
Title:

I/We have authority to bind the Corporation.

This is Exhibit “Q” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ASSIGNMENT OF CONDOMINIUM SALES AGREEMENTS AND DEPOSITS

1478-1496 Kingston Road, Toronto, Ontario

THIS AGREEMENT is made as of the 18th day of May, 2022.

BY:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

(the "**Assignor**")

IN FAVOUR OF:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH, AS ADMINISTRATIVE AGENT

(the "**Assignee**")

WHEREAS:

A. The Assignor is the registered owner of the Project Lands;

B. The Assignor, as borrower, and the Assignee, as administrative agent for and on behalf of the Lenders, among others, have entered into a credit agreement dated May 13, 2022 (as restated, supplemented and replaced or amended from time to time, collectively the "**Credit Agreement**") pursuant to which the Assignee and Lenders have agreed to establish Credit Facilities in favour of the Assignor;

C. Pursuant to the Condominium Sales Agreements made or to be made between the Assignor and purchasers of Units (collectively, the "**Purchasers**" and, individually, a "**Purchaser**"), the Assignor has agreed or will agree to sell and the Purchaser(s) thereunder have agreed or will agree to purchase Units on the terms and conditions set out therein;

D. In order to further secure the performance of the Obligations of the Assignor under the Credit Agreement and the security granted pursuant thereto (collectively, the "**Security**"), the Assignor has agreed to enter into this Agreement;

E. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement;

NOW THEREFORE WITNESSES that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree with each other as follows:

1. Assignment

The Assignor hereby assigns and sets over to the Assignee and grants to the Assignee a security interest in all of its right, title, benefits and interest in and to each of the

Condominium Sales Agreements and in and to the Purchaser Deposits, as continuing and collateral security for the due payment of all sums and liabilities and the performance of the Obligations.

2. Rights of the Assignee upon Default under Credit Agreement

Upon the occurrence and during the continuance of an Event of Default, the Assignee shall be entitled to exercise any and all of the rights of the Assignor under the Condominium Sales Agreements and to enjoy the benefits of the Assignor under the Condominium Sales Agreements.

3. No Assumption of Obligations

The execution of this Agreement on the part of the Assignee shall not constitute an assumption of any obligations by the Assignee under the Condominium Sales Agreements nor render the Assignee liable to any of the Purchasers for the fulfilment or non-fulfilment of any of the Assignor's obligations thereunder. Unless and until the Assignee exercises its remedies hereunder, the Assignor shall continue to be responsible for the performance of all of its obligations under the Condominium Sales Agreements. The Assignor hereby covenants and agrees to perform each and every of its obligations thereunder and agrees to indemnify and hold the Assignee free and harmless from and against any loss, cost, liability or expense resulting from any failure of the Assignor to perform its obligations under the Condominium Sales Agreements.

4. Curing Defaults

During the continuance of an Event of Default, the Assignee shall have the right, but shall not be obligated, at any time to take, in its name or in the name of the Assignor, such actions as the Assignee, acting reasonably, may at any time or from time to time, acting reasonably, determine to be necessary or desirable to cure any default of the Assignor under any Condominium Sales Agreement, and, in so doing, the Assignee shall not incur any liability to the Assignor if any action taken by it or on its behalf shall prove to be in whole or in part inadequate or invalid, and the Assignor shall hold the Assignee free and harmless from and against any loss, cost, liability or expense incurred by the Assignee in connection with such action or actions except to the extent caused or contributed to by its fraud or, gross negligence.

5. Power of Attorney

The Assignor hereby irrevocably constitutes and appoints the Assignee its true and lawful attorney in its name or in the Assignee's name to enforce all its rights under the Condominium Sales Agreements which the Assignee is entitled to enforce upon an Event of Default which is continuing, as provided in Section 6.

6. Election of Assignee

During the continuance of an Event of Default, upon default being made under the terms of any Condominium Sales Agreement or this Agreement by the Assignor, the Assignee may elect to exercise the rights otherwise exercisable by the Assignor and assume all the obligations of the Assignor under such Condominium Sales Agreement(s) by giving notice in writing to such Purchaser(s), and from the date of receipt of such notice, such Purchaser shall act only upon the instructions of the Assignee and no instructions

relating to such Condominium Sales Agreement(s) shall be given by the Assignor or acted upon by such Purchaser(s) unless and until such Purchaser(s) is otherwise directed by further notice in writing from the Assignee. The Assignor hereby irrevocably directs such Purchaser(s) to thereupon:

(a) cease to deal with the Assignor; and

(b) deal with the Assignee, its nominee or any receiver/manager appointed by the Assignee, or a court having jurisdiction, as if it was the vendor under such Condominium Sales Agreement(s).

7. Re-assignment

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all Obligations, and until the Assignee has no further obligation to provide the Credit Facilities under the Credit Agreement. If the Assignor pays the Obligations, the Assignor performs, satisfies and extinguishes all Obligations, and if the Assignee no longer has any further obligation to provide or continue to provide the Credit Facilities to the Assignor pursuant to the Credit Agreement, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Condominium Sales Agreements shall automatically revert to the Assignor or its successors or assigns, and all covenants and agreements of the Assignor hereunder shall be at an end.

8. Headings

The headings and captions in this Agreement have been inserted for convenience only and are not a part hereof.

9. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of Ontario and the Laws of Canada applicable therein.

10. Further Assignments

The Condominium Sales Agreements shall not be further assigned by the parties hereto except as provided for under the Credit Agreement.

11. Notices

Any demand, notice or communication to be made or given hereunder to the Assignee or to the Assignor, as the case may be, shall be in the manner provided for in the Credit Agreement.

12. Enurement

This Agreement shall be binding upon the parties hereto and enure to the benefit of the Assignee and its successors and assigns and shall be binding upon and enure to the benefit of the Assignor and its successors and permitted assigns. The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its

rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

13. After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Condominium Sales Agreement or Purchaser Deposit is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Condominium Sales Agreement or Purchaser Deposit at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Condominium Sales Agreement or Purchaser Deposit shall be absolute, fixed and specific, subject only to Permitted Encumbrances.

14. Attachment

The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

15. Conflict

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such remedies shall not constitute a conflict with the terms of this Agreement.

16. Counterparts and Electronic Execution

This Agreement may be executed in one or more counterparts, each of which so executed will constitute an original and all of which will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by electronic means and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

[Remainder of this page intentionally left blank; signature lines on the next page]

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

Per: DocuSigned by: 8AD2A59C02DB497...
Name: Michael Butler
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

This is Exhibit “R” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ASSIGNMENT OF CONDOMINIUM SALES AGREEMENTS AND DEPOSITS

1478-1496 Kingston Road, Toronto, Ontario

THIS AGREEMENT is made as of the 18th day of May, 2022

BY:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

(the "**Assignor**")

IN FAVOUR OF:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH, AS LENDER

(the "**Assignee**")

WHEREAS:

A. The Assignor is the registered owner of the Project Lands;

B. The Assignor, as borrower, and the Assignee, as lender, among others, have entered into a credit agreement dated May 13, 2022 (as restated, supplemented and replaced or amended from time to time, collectively the "**Credit Agreement**") pursuant to which the Assignee has agreed to establish a Credit Facility in favour of the Assignor;

C. Pursuant to the Condominium Sales Agreements made or to be made between the Assignor and purchasers of Units (collectively, the "**Purchasers**" and, individually, a "**Purchaser**"), the Assignor has agreed or will agree to sell and the Purchaser(s) thereunder have agreed or will agree to purchase Units on the terms and conditions set out therein;

D. In order to further secure the performance of the Obligations of the Assignor under the Credit Agreement and the security granted pursuant thereto (collectively, the "**Security**"), the Assignor has agreed to enter into this Agreement;

E. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement;

NOW THEREFORE WITNESSES that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree with each other as follows:

1. Assignment

The Assignor hereby assigns and sets over to the Assignee and grants to the Assignee a security interest in all of its right, title, benefits and interest in and to each of the Condominium Sales Agreements and in and to the Purchaser Deposits as continuing

and collateral security for the due payment of all sums and liabilities and the performance of the Obligations.

2. Rights of the Assignee upon Default under Credit Agreement

Upon the occurrence and during the continuance of an Event of Default, the Assignee shall be entitled to exercise any and all of the rights of the Assignor under the Condominium Sales Agreements and to enjoy the benefits of the Assignor under the Condominium Sales Agreements.

3. No Assumption of Obligations

The execution of this Agreement on the part of the Assignee shall not constitute an assumption of any obligations by the Assignee under the Condominium Sales Agreements nor render the Assignee liable to any of the Purchasers for the fulfilment or non-fulfilment of any of the Assignor's obligations thereunder. Unless and until the Assignee exercises its remedies hereunder, the Assignor shall continue to be responsible for the performance of all of its obligations under the Condominium Sales Agreements. The Assignor hereby covenants and agrees to perform each and every of its obligations thereunder and agrees to indemnify and hold the Assignee free and harmless from and against any loss, cost, liability or expense resulting from any failure of the Assignor to perform its obligations under the Condominium Sales Agreements.

4. Curing Defaults

During the continuance of an Event of Default, the Assignee shall have the right, but shall not be obligated, at any time to take, in its name or in the name of the Assignor, such actions as the Assignee, acting reasonably, may at any time or from time to time, acting reasonably, determine to be necessary or desirable to cure any default of the Assignor under any Condominium Sales Agreement, and, in so doing, the Assignee shall not incur any liability to the Assignor if any action taken by it or on its behalf shall prove to be in whole or in part inadequate or invalid, and the Assignor shall hold the Assignee free and harmless from and against any loss, cost, liability or expense incurred by the Assignee in connection with such action or actions except to the extent caused or contributed to by its fraud or, gross negligence.

5. Power of Attorney

The Assignor hereby irrevocably constitutes and appoints the Assignee its true and lawful attorney in its name or in the Assignee's name to enforce all its rights under the Condominium Sales Agreements which the Assignee is entitled to enforce upon an Event of Default which is continuing, as provided in Section 6.

6. Election of Assignee

During the continuance of an Event of Default, upon default being made under the terms of any Condominium Sales Agreement or this Agreement by the Assignor, the Assignee may elect to exercise the rights otherwise exercisable by the Assignor and assume all the obligations of the Assignor under such Condominium Sales Agreement(s) by giving notice in writing to such Purchaser(s), and from the date of receipt of such notice, such Purchaser shall act only upon the instructions of the Assignee and no instructions relating to such Condominium Sales Agreement(s) shall be given by the Assignor or

acted upon by such Purchaser(s) unless and until such Purchaser(s) is otherwise directed by further notice in writing from the Assignee. The Assignor hereby irrevocably directs such Purchaser(s) to thereupon:

(a) cease to deal with the Assignor; and

(b) deal with the Assignee, its nominee or any receiver/manager appointed by the Assignee, or a court having jurisdiction, as if it was the vendor under such Condominium Sales Agreement(s).

7. Re-assignment

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all Obligations, and until the Assignee has no further obligation to provide the Credit Facility under the Credit Agreement. If the Assignor pays the Obligations, the Assignor performs, satisfies and extinguishes all Obligations, and if the Assignee no longer has any further obligation to provide or continue to provide the Credit Facility to the Assignor pursuant to the Credit Agreement, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Condominium Sales Agreements shall automatically revert to the Assignor or its successors or assigns, and all covenants and agreements of the Assignor hereunder shall be at an end.

8. Headings

The headings and captions in this Agreement have been inserted for convenience only and are not a part hereof.

9. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of Ontario and the Laws of Canada applicable therein.

10. Further Assignments

The Condominium Sales Agreements shall not be further assigned by the parties hereto except as provided for under the Credit Agreement.

11. Notices

Any demand, notice or communication to be made or given hereunder to the Assignee or to the Assignor, as the case may be, shall be in the manner provided for in the Credit Agreement.

12. Enurement

This Agreement shall be binding upon the parties hereto and enure to the benefit of the Assignee and its successors and assigns and shall be binding upon and enure to the benefit of the Assignor and its successors and permitted assigns. The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its

rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

13. After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Condominium Sales Agreement or Purchaser Deposit is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Condominium Sales Agreement or Purchaser Deposit at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Condominium Sales Agreement or Purchaser Deposit shall be absolute, fixed and specific, subject only to Permitted Encumbrances.

14. Attachment

The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

15. Conflict

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such remedies shall not constitute a conflict with the terms of this Agreement.

16. Counterparts and Electronic Execution

This Agreement may be executed in one or more counterparts, each of which so executed will constitute an original and all of which will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by electronic means and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original agreement.

[Remainder of this page intentionally left blank; signature lines on the next page]

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

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

Per: 

Name: Michael Butler
Title: President

Per: _____

Name:
Title:

I/We have authority to bind the Corporation.

This is Exhibit “S” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PLEDGE AGREEMENT

THIS AGREEMENT is made as of the 18th day of May, 2022

BETWEEN

EAMONN MCCONNELL, MARK WOOLGAR, and HAWK COMMUNICATIONS CORP.

(collectively, the "**Pledgors**"),

- and -

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

the "**Secured Party**").

WHEREAS Nova Ridge (Manderley) GP Corp, as general partner for and on behalf of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") has entered into the Credit Agreement with the Secured Party, as administrative agent, pursuant to which the lenders thereto have agreed to extend certain credit facilities to the Borrower;

AND WHEREAS each of the Pledgors has entered into a limited recourse guarantee made as of the date hereof (the "**Guarantee**") in favour of the Secured Party pursuant to which each of the Pledgors have guaranteed the performance of the obligations of the Borrower under the Credit Agreement;

AND WHEREAS the Pledgors have each agreed to grant a security interest in and each of the Pledgors pledge the Collateral to the Secured Party in order to secure the performance of its obligations under the Guarantee;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this agreement, including its recitals and schedules, as amended from time to time.

"Collateral" has the meaning set out in Section 2.01.

"Credit Agreement" means the credit agreement made May 13, 2022 between, *inter alia*, the Borrower, as borrower, the Secured Party, administrative agent, the lenders party

thereto from time to time, as lenders, and Michael Butler, as guarantor, as same may be amended, supplemented or restated from time to time.

"Delivery" and the corresponding term "**Delivered**" when used with respect to Collateral means:

(i) in the case of Collateral constituting Certificated Securities, transfer thereof to the Secured Party or its nominee by physical delivery of the Security Certificates to the Secured Party or its nominee, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Secured Party; or

(ii) such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Secured Party or its nominee.

"Event of Default" has the meaning ascribed thereto in the Credit Agreement.

"Lenders" has the meaning ascribed thereto in the Credit Agreement.

"Obligations" has the meaning ascribed thereto in the Credit Agreement.

"Pledged Shares" has the meaning set out in clause (i) of the definition of "Stock".

"PPSA" means the *Personal Property Security Act* (Ontario).

"Stock" means

(i) all Securities, including the shares in the capital stock described in Schedule A, as such Schedule may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**") owned by the respective Pledgor, all Security Certificates, if any, and other instruments evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;

(ii) all additional or substitute shares of capital stock or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Pledgor in any manner in respect of Pledged Shares, the Security Certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares; and

(iii) to the extent not otherwise included in the foregoing, all Proceeds thereof.

The terms "Certificated Security", "Proceeds", "Security", "Security Certificate" and "Security Entitlement" whenever used herein have the meanings given to those terms in the PPSA.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder.

1.05 **Schedules**

The following are the Schedules to this Agreement:

Schedule A – List of Stock.

ARTICLE 2 - GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As general and continuing collateral security for the payment and performance of the Obligations, each of the Pledgors hereby grant to the Secured Party a security interest in, and pledges to the Secured Party, all right, title and interest of the Pledgors in and to, the following, whether now owned or existing or hereafter from time to time acquired, by way of amalgamation or otherwise (collectively, the “**Collateral**”):

(a) all Stock; and

(b) all Proceeds in respect of the foregoing and all rights and interest of each of the Pledgors in respect thereof or evidenced thereby, including all money received or receivable from time to time by each of the Pledgors in connection with the sale of any of the foregoing.

2.02 **Security Interest Absolute**

The security interest granted hereby and all rights of the Secured Party hereunder and all obligations of each of the Pledgors hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Pledgors or any other person.

2.03 **Continuing Liability of the Pledgors**

This Agreement and the security interest granted hereby is granted as collateral security only and will not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of each of the Pledgors with respect to any of the Collateral or any transaction in connection therewith.

2.04 **Delivery of Collateral**

All Collateral must be Delivered immediately to the Secured Party or its nominee. The Secured Party may, at its option, cause all or any of the Collateral to be registered in the name of the Secured Party or its nominee.

2.05 **Subsequently Acquired Collateral**

To the extent each of the Pledgors acquire, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Secured Party) be subject to the security interest and pledge created hereby. The Pledgors will take, or cause to be taken, as promptly as practicable and, in any event within five (5) days after it obtains such additional Collateral, all steps and actions as the Secured Party deems necessary to ensure that the additional Collateral is Delivered to the Secured Party.

2.06 **Attachment**

Each of the Pledgors acknowledge that the security interest hereby created attaches upon the execution of this Agreement (or in the case of any after-acquired property, upon the date of acquisition by each of the Pledgors, as applicable, of any rights therein), that value has been given by the Secured Party and that each of the Pledgors, as applicable, have, or in the case of after-acquired property will have, rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgors**

(a) Hawk Communications Corp represents and warrants to the Secured Party that it is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action and

constitutes a legal and valid agreement binding , enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected;

Each of the Pledgors represent and warrant to the Secured Party that:

(b) each of the Pledgors are the legal and beneficial owner of the Collateral, free of any security interest, other than any security interest in favour of the Secured Party, with full right and authority to create the security interest and to cause Delivery of the Collateral to the Secured Party pursuant hereto;

(c) no Collateral is in the possession or control of any person asserting a claim thereto or security interest therein, except that the Secured Party or its nominee may have possession or control of the Collateral;

(d) all Collateral consisting of Pledged Shares has been duly authorized and validly issued, is outstanding as fully paid and non-assessable and, except as set forth on Schedule A, constitutes 100% of the issued and outstanding shares of capital stock or other equity interests of the respective issuers thereof;

(e) except to the extent previously disclosed to the Secured Party in writing, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which each of the Pledgors could be required to sell or otherwise dispose of any of the Collateral; and

(f) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity have jurisdiction is required in connection with the execution and delivery by each of the Pledgors of this Agreement and the performance of its obligations hereunder, except as may be required to perfect the security interest granted hereby or in connection with the disposition of all or any Collateral by laws affecting the offering and sale of securities generally.

3.02 **Covenants of Each of the Pledgors**

Each of the Pledgors covenant with the Secured Party that each of the Pledgors will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except as approved in writing by the Secured Party prior to their creation or assumption;

(c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral; and

(d) provide to the Secured Party, promptly upon request, all information and evidence the Secured Party may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions hereof.

ARTICLE 4 - DEALING WITH COLLATERAL

4.01 Rights and Duties of the Secured Party

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Pledgors reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 Voting Rights

(1) Subject to the provisions of Section 4.02(2), each of the Pledgors are entitled to exercise, either directly or, if the Collateral is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Collateral, including the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents, ratifications and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Credit Agreement, the Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default which is continuing and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, the Secured Party may give each of the Pledgors a notice in writing prohibiting each or one of the Pledgors from exercising the rights and powers of a holder of the Collateral, including the right to vote the Collateral, at which time all such rights of the Pledgors will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such Collateral, including the right to vote.

4.03 Dividends and Interest Payments

(1) Subject to the provisions of Section 4.03(2), each of the Pledgors are entitled to receive all dividend payments or other distributions or interest payments in respect of the Collateral. If the Collateral has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to each of the Pledgors all directions and other instruments as each of the Pledgors may request

for the purpose of enabling each of the Pledgors to receive the dividends or other payments that each of the Pledgors are authorized to receive pursuant to this Section 4.03(1).

(2) Upon the occurrence of an Event of Default which is continuing and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, all rights of each of the Pledgors pursuant to Section 4.03(1) will cease, and all such rights will thereupon become vested in the Secured Party, and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that each of the Pledgors would otherwise be authorized to retain pursuant to Section 4.03(1). All money and other property received by the Secured Party pursuant to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by each of the Pledgors contrary to the provisions of this Section 4.03(2) will be held by the Pledgors in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Pledgors and will be forthwith Delivered to the Secured Party or its nominee to hold as Collateral.

ARTICLE 5 - REMEDIES

5.01 **Remedies**

(1) Upon and after the occurrence of an Event of Default which is continuing and that has not been either cured or waived in accordance with the provisions of the Credit Agreement prior to the exercise by the Secured Party of any of its rights and remedies hereinafter set forth in this Section 5.01, (i) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (ii) in addition to any right or remedy provided by law or any other agreement, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee if it has not already done so in accordance with Section 2.04;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral, including the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by each of the Pledgors to the extent permitted by law and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be

advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to each of the Pledgors for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

(f) accept the Collateral in satisfaction of the Obligations upon notice to each of the Pledgors of its intention to do so in the manner required by law.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with each of the Pledgors, debtors of each of the Pledgors, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of each of the Pledgors to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, each of the Pledgors or any other person, in respect of the Collateral.

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to each of the Pledgors of whom the Secured Party has knowledge and any balance remaining must be paid to each of the Pledgors.

5.02 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any experts or advisers (including lawyers on a solicitor and client basis) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Secured Party may deduct the amount of such reasonable expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 - GENERAL

6.01 **Benefit of the Agreement**

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

6.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement. This Agreement cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Pledgors with respect to the subject matter hereof other than as expressly set forth in this Agreement.

6.03 **Termination of Pledge**

This Agreement and the security interest created hereunder will terminate when the Collateral is no longer subject to the security interest in accordance with the Credit Agreement. Upon such termination any Collateral including the Stock represented by each of the share certificates referred to in Schedule "A" then in the custody of the Secured Party or its nominee must be re-delivered to the respective Pledgor free and clear of any encumbrances or liens and to execute such further and other assurances as may be required to complete properly any necessary reconveyance or transfer to the respective Pledgor as soon as practicable.

6.04 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of each of the Pledgors. Each of the Pledgors may not assign its obligations under this Agreement.

6.06 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Pledgors:

Hawk Communications Corp.
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: mbutler@novaridge.com

Attention: Michael Butler

Eamonn McConnell
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: eamonn.mcconnell@gmail.com

Attention: Eamonn McConnell

Mark Woolgar
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Fax: 416-867-1434

Attention: Mark Woolgar

To the Secured Party:

United Overseas Bank Limited,
Vancouver Branch
650 West Georgia Street
Suite 2400, P. O. Box 11616
Vancouver, B.C. V6B 4N9

Fax: 604-662-3356

Attention: Operations Manager

or such other street address, individual or electronic communication number or address as may be designated by notice given by any party to the other. Any demand, notice or other

communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Remedies Cumulative**

The rights and remedies of the Secured Party hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or any other rights or remedies available at law or in equity or otherwise. No single or partial exercise by the Secured Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Secured Party may be entitled.

6.10 **Further Assurances**

Each of the Pledgors must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, agreements, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.11 **Power of Attorney**

Each of the Pledgors hereby irrevocably constitute and appoint the Secured Party and any officer or agent thereof the true and lawful attorney of each of the Pledgors upon the occurrence of an Event of Default which is continuing, with full power of substitution, to do, make and execute all such statements, assignments, documents, agreements, acts, matters or things with the right to use the name of each of the Pledgors whenever and wherever the officer or agent may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement, such power being coupled with an interest.

6.12 **Indemnity**

Each of the Pledgors hereby indemnify and agrees to hold harmless the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement).

6.13 **Discharge**

Each of the Pledgors will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

6.14 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6.15 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising under this Agreement. Each of the Pledgors hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

6.16 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

6.17 **Electronic Execution**

Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

6.18 **Executed Copy**

Each of the Pledgors acknowledge receipt of a fully executed copy of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF the Pledgors have executed this Agreement as of the date first set out above.



Witness:

DocuSigned by:
Eamonn McConnell
6EDA2FEFE15A4F9...

Name: Eamonn McConnell



Witness:

DocuSigned by:
Mark Woolgar
8C01FC3C9B1E4CE...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

DocuSigned by:
8AD2A59C02DB497...

By:
Name: Michael Butler
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE A

List of Stock

Name of Corporation whose Stock is being pledged	Name of Pledgor	Number of Pledged Shares	Certificate No.
Nova Ridge (Manderley) GP Corp.	Eamonn McConnell	100 Common Shares	C-2
Nova Ridge (Manderley) GP Corp.	Mark Woolgar	100 Common Shares	C-3
Nova Ridge (Manderley) GP Corp.	Hawk Communications Corp.	800 Common Shares	C-1

This is Exhibit “T” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

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PLEDGE AGREEMENT

THIS AGREEMENT is made as of the 18th day of May, 2022

BETWEEN

EAMONN MCCONNELL, MARK WOOLGAR, and HAWK COMMUNICATIONS CORP.

(collectively, the "**Pledgors**"),

- and -

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

the "**Secured Party**").

WHEREAS Nova Ridge (Manderley) GP Corp, as general partner for and on behalf of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") has entered into the Credit Agreement with the Secured Party, as lender, pursuant to which the lender has agreed to extend a certain credit facility to the Borrower;

AND WHEREAS each of the Pledgors have entered into a limited recourse guarantee made as of the date hereof (the "**Guarantee**") in favour of the Secured Party pursuant to which each of the Pledgors have guaranteed the performance of the obligations of the Borrower under the Credit Agreement;

AND WHEREAS the Pledgors have each agreed to grant a security interest in and each of the Pledgors pledge the Collateral to the Secured Party in order to secure the performance of its obligations under the Guarantee;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 **Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this agreement, including its recitals and schedules, as amended from time to time.

"Collateral" has the meaning set out in Section 2.01.

"Credit Agreement" means the credit agreement made May 13, 2022 between, *inter alia*, the Borrower, as borrower, the Secured Party, as lender, and Michael Butler, as guarantor, as same may be amended, supplemented or restated from time to time.

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"Delivery" and the corresponding term "**Delivered**" when used with respect to Collateral means:

(i) in the case of Collateral constituting Certificated Securities, transfer thereof to the Secured Party or its nominee by physical delivery of the Security Certificates to the Secured Party or its nominee, such Collateral to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Secured Party; or

(ii) such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Secured Party or its nominee.

"Event of Default" has the meaning ascribed thereto in the Credit Agreement.

"Lender" has the meaning ascribed thereto in the Credit Agreement.

"Obligations" has the meaning ascribed thereto in the Credit Agreement.

"Pledged Shares" has the meaning set out in clause (i) of the definition of "Stock".

"PPSA" means the *Personal Property Security Act* (Ontario).

"Stock" means

(i) all Securities, including the shares in the capital stock described in Schedule A, as such Schedule may be amended, supplemented or modified from time to time (collectively, the "**Pledged Shares**") owned by the respective Pledgor, all Security Certificates, if any, and other instruments evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;

(ii) all additional or substitute shares of capital stock or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Pledgor in any manner in respect of Pledged Shares, the Security Certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or an exchange for any or all of such additional or substitute shares; and

(iii) to the extent not otherwise included in the foregoing, all Proceeds thereof.

The terms "Certificated Security", "Proceeds", "Security", "Security Certificate" and "Security Entitlement" whenever used herein have the meanings given to those terms in the PPSA.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject

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matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder.

1.05 **Schedules**

The following are the Schedules to this Agreement:

Schedule A – List of Stock.

ARTICLE 2 - GRANT OF SECURITY INTEREST AND PLEDGE

2.01 **Grant and Pledge of Collateral**

As general and continuing collateral security for the payment and performance of the Obligations, each of the Pledgors hereby grant to the Secured Party a security interest in, and pledges to the Secured Party, all right, title and interest of the Pledgors in and to, the following, whether now owned or existing or hereafter from time to time acquired, by way of amalgamation or otherwise (collectively, the "**Collateral**"):

(a) all Stock; and

(b) all Proceeds in respect of the foregoing and all rights and interest of each of the Pledgors in respect thereof or evidenced thereby, including all money received or receivable from time to time by each of the Pledgors in connection with the sale of any of the foregoing.

2.02 **Security Interest Absolute**

The security interest granted hereby and all rights of the Secured Party hereunder and all obligations of each of the Pledgors hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Pledgors or any other person.

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2.03 **Continuing Liability of the Pledgors**

This Agreement and the security interest granted hereby is granted as collateral security only and will not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of each of the Pledgors with respect to any of the Collateral or any transaction in connection therewith.

2.04 **Delivery of Collateral**

All Collateral must be Delivered immediately to the Secured Party or its nominee. The Secured Party may, at its option, cause all or any of the Collateral to be registered in the name of the Secured Party or its nominee.

2.05 **Subsequently Acquired Collateral**

To the extent each of the Pledgors acquire, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Secured Party) be subject to the security interest and pledge created hereby. The Pledgors will take, or cause to be taken, as promptly as practicable and, in any event within five (5) days after it obtains such additional Collateral, all steps and actions as the Secured Party deems necessary to ensure that the additional Collateral is Delivered to the Secured Party.

2.06 **Attachment**

Each of the Pledgors acknowledge that the security interest hereby created attaches upon the execution of this Agreement (or in the case of any after-acquired property, upon the date of acquisition by each of the Pledgors, as applicable, of any rights therein), that value has been given by the Secured Party and that each of the Pledgors, as applicable, have, or in the case of after-acquired property will have, rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties of the Pledgors**

(a) Hawk Communications Corp represents and warrants to the Secured Party that it is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement; this Agreement has been duly authorized by all necessary corporate action and constitutes a legal and valid agreement binding , enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Pledgor pursuant to any agreement, indenture or other instrument to which the Pledgor is a party or by which the Pledgor or any of its property may be bound or affected;

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Each of the Pledgors represent and warrant to the Secured Party that:

(b) each of the Pledgors are the legal and beneficial owner of the Collateral, free of any security interest, other than any security interest in favour of the Secured Party, with full right and authority to create the security interest and to cause Delivery of the Collateral to the Secured Party pursuant hereto;

(c) no Collateral is in the possession or control of any person asserting a claim thereto or security interest therein, except that the Secured Party or its nominee may have possession or control of the Collateral;

(d) all Collateral consisting of Pledged Shares has been duly authorized and validly issued, is outstanding as fully paid and non-assessable and, except as set forth on Schedule A, constitutes 100% of the issued and outstanding shares of capital stock or other equity interests of the respective issuers thereof;

(e) except to the extent previously disclosed to the Secured Party in writing, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which each of the Pledgors could be required to sell or otherwise dispose of any of the Collateral; and

(f) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity have jurisdiction is required in connection with the execution and delivery by each of the Pledgors of this Agreement and the performance of its obligations hereunder, except as may be required to perfect the security interest granted hereby or in connection with the disposition of all or any Collateral by laws affecting the offering and sale of securities generally.

3.02 **Covenants of Each of the Pledgors**

Each of the Pledgors covenant with the Secured Party that each of the Pledgors will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) defend the Collateral against all claims and demands respecting the Collateral made by any person other than the Secured Party at any time and, except as otherwise provided herein, keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except as approved in writing by the Secured Party prior to their creation or assumption;

(c) not sell or dispose of, transfer, relinquish or otherwise deal with any of its interest in the Collateral; and

(d) provide to the Secured Party, promptly upon request, all information and evidence the Secured Party may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions hereof.

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ARTICLE 4 - DEALING WITH COLLATERAL

4.01 Rights and Duties of the Secured Party

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Pledgors reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

4.02 Voting Rights

(1) Subject to the provisions of Section 4.02(2), each of the Pledgors are entitled to exercise, either directly or, if the Collateral is registered in the name of the Secured Party or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Collateral, including the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents, ratifications and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Secured Party or would violate or be inconsistent with the Credit Agreement, the Guarantee or this Agreement or any other agreement relating thereto or hereto or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

(2) Upon the occurrence of an Event of Default which is continuing and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, the Secured Party may give each of the Pledgors a notice in writing prohibiting each or one of the Pledgors from exercising the rights and powers of a holder of the Collateral, including the right to vote the Collateral, at which time all such rights of the Pledgors will cease immediately and the Secured Party will have the right to exercise the rights and powers related to such Collateral, including the right to vote.

4.03 Dividends and Interest Payments

(1) Subject to the provisions of Section 4.03(2), each of the Pledgors are entitled to receive all dividend payments or other distributions or interest payments in respect of the Collateral. If the Collateral has been registered in the name of the Secured Party or its nominee, the Secured Party will execute and deliver (or cause to be executed and delivered) to each of the Pledgors all directions and other instruments as each of the Pledgors may request for the purpose of enabling each of the Pledgors to receive the dividends or other payments that each of the Pledgors are authorized to receive pursuant to this Section 4.03(1).

(2) Upon the occurrence of an Event of Default which is continuing and the exercise by the Secured Party of any of its rights and remedies under Section 5.01, all rights of each of the Pledgors pursuant to Section 4.03(1) will cease, and all such rights will thereupon become vested in the Secured Party, and the Secured Party will have the sole and exclusive right and authority to receive and retain all payments that each of the Pledgors would otherwise be authorized to retain pursuant to Section 4.03(1). All money and other property received by the Secured Party pursuant

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to the provisions of this Section 4.03(2) may be applied on account of the Obligations or may be retained by the Secured Party as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. All payments which are received by each of the Pledgors contrary to the provisions of this Section 4.03(2) will be held by the Pledgors in trust for the benefit of the Secured Party, will be segregated from other property or funds of the Pledgors and will be forthwith Delivered to the Secured Party or its nominee to hold as Collateral.

ARTICLE 5 - REMEDIES

5.01 **Remedies**

(1) Upon and after the occurrence of an Event of Default which is continuing and that has not been either cured or waived in accordance with the provisions of the Credit Agreement prior to the exercise by the Secured Party of any of its rights and remedies hereinafter set forth in this Section 5.01, (i) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (ii) in addition to any right or remedy provided by law or any other agreement, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) transfer any part of the Collateral into the name of the Secured Party or its nominee if it has not already done so in accordance with Section 2.04;

(b) vote any of the Collateral (whether or not registered in the name of the Secured Party or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;

(c) exercise all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Collateral, including the right to exchange at its discretion any of the Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Collateral, all without liability except to account for property actually received by the Secured Party;

(d) from time to time realize upon, collect, sell, transfer, assign, give options to purchase or otherwise dispose of and deliver any Collateral in such manner as may seem advisable to the Secured Party. For such purposes each requirement relating thereto and prescribed by law or otherwise is hereby waived by each of the Pledgors to the extent permitted by law and in any offer or sale of any of the Collateral the Secured Party is authorized to comply with any limitation or restriction in connection with such offer or sale as the Secured Party may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental or regulatory authority or official. Such compliance will not result in such sale being considered or deemed not to have been made in a commercially reasonable manner nor will the Secured Party be liable or accountable to each of the Pledgors for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction;

(e) purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and

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(f) accept the Collateral in satisfaction of the Obligations upon notice to each of the Pledgors of its intention to do so in the manner required by law.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with each of the Pledgors, debtors of each of the Pledgors, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of each of the Pledgors to the Secured Party or the Secured Party's rights hereunder.

(3) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, each of the Pledgors or any other person, in respect of the Collateral.

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to each of the Pledgors of whom the Secured Party has knowledge and any balance remaining must be paid to each of the Pledgors.

5.02 **Payment of Expenses**

The Secured Party may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Secured Party and others, including the fees and disbursements of any experts or advisers (including lawyers on a solicitor and client basis) retained by the Secured Party, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, or in connection with the administration or any amendment of this Agreement or incidental to the care, safekeeping or otherwise of any Collateral. The Secured Party may deduct the amount of such reasonable expenses from any proceeds of disposition of the Collateral.

ARTICLE 6 - GENERAL

6.01 **Benefit of the Agreement**

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

6.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement. This Agreement cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions,

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undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Pledgors with respect to the subject matter hereof other than as expressly set forth in this Agreement.

6.03 **Termination of Pledge**

This Agreement and the security interest created hereunder will terminate when the Collateral is no longer subject to the security interest in accordance with the Credit Agreement. Upon such termination any Collateral including the Stock represented by each of the share certificates referred to in Schedule "A" then in the custody of the Secured Party or its nominee must be re-delivered to the respective Pledgor free and clear of any encumbrances or liens and to execute such further and other assurances as may be required to complete properly any necessary reconveyance or transfer to the respective Pledgor as soon as practicable.

6.04 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

6.05 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of each of the Pledgors. Each of the Pledgors may not assign its obligations under this Agreement.

6.06 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

6.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Pledgors:

Hawk Communications Corp.
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: mbutler@novaridge.com

Attention: Michael Butler

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Eamonn McConnell
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: eamonn.mcconnell@gmail.com

Attention: Eamonn McConnell

Mark Woolgar
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Fax: 416-867-1434

Attention: Mark Woolgar

To the Secured Party:

United Overseas Bank Limited,
Vancouver Branch
650 West Georgia Street
Suite 2400, P. O. Box 11616
Vancouver, B.C. V6B 4N9

Fax: 604-662-3356

Attention: Operations Manager

or such other street address, individual or electronic communication number or address as may be designated by notice given by any party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

6.08 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held

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by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

6.09 **Remedies Cumulative**

The rights and remedies of the Secured Party hereunder are cumulative and are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or any other rights or remedies available at law or in equity or otherwise. No single or partial exercise by the Secured Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Secured Party may be entitled.

6.10 **Further Assurances**

Each of the Pledgors must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, agreements, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

6.11 **Power of Attorney**

Each of the Pledgors hereby irrevocably constitute and appoint the Secured Party and any officer or agent thereof the true and lawful attorney of each of the Pledgors upon the occurrence of an Event of Default which is continuing, with full power of substitution, to do, make and execute all such statements, assignments, documents, agreements, acts, matters or things with the right to use the name of each of the Pledgors whenever and wherever the officer or agent may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement, such power being coupled with an interest.

6.12 **Indemnity**

Each of the Pledgors hereby indemnify and agrees to hold harmless the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement).

6.13 **Discharge**

Each of the Pledgors will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

6.14 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6.15 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive

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jurisdiction to entertain any action arising under this Agreement. Each of the Pledgors hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

6.16 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

6.17 **Electronic Execution**

Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

6.18 **Executed Copy**

Each of the Pledgors acknowledge receipt of a fully executed copy of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF the Pledgors have executed this Agreement as of the date first set out above.

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness: Name: Eamonn McConnell

DocuSigned by:
Eamonn McConnell
6EDA2FEFF15A4F9...

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness: Name: Mark Woolgar

DocuSigned by:
Mark Woolgar
1E6B4A821733448...

HAWK COMMUNICATIONS CORP.

By: _____
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have authority to bind the corporation.

DocuSign Envelope ID: C40DF52C-8BA1-4937-B8E1-6FC30274F3A1

SCHEDULE A

List of Stock

Name of Corporation whose Stock is being pledged	Name of Pledgor	Number of Pledged Shares	Certificate No.
Nova Ridge (Manderley) GP Corp.	Eamonn McConnell	100 Common Shares	C-2
Nova Ridge (Manderley) GP Corp.	Mark Woolgar	100 Common Shares	C-3
Nova Ridge (Manderley) GP Corp.	Hawk Communications Corp.	800 Common Shares	C-1

This is Exhibit “U” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LIMITED RECOURSE GUARANTEE

THIS GUARANTEE is made as of May 18, 2022.

WHEREAS the undersigned (individually and collectively, the **"Guarantor"**) has agreed to provide United Overseas Bank Limited, Vancouver Branch (the **"Agent"**), with a guarantee of the Obligations (as hereinafter defined) of Nova Ridge (Manderley) Limited Partnership (the **"Borrower"**) and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**");

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Agent or be liable as primary obligor;

AND WHEREAS in this instrument, unless something in the subject matter or context is inconsistent therewith, **"Guarantee"** means this instrument including its recitals as amended from time to time;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Agent as follows:

ARTICLE 1- GUARANTEE

1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower and/or the Borrower GP to the Agent or remaining unpaid by the Borrower or Borrower GP to the Agent pursuant to the credit agreement made as of May 13, 2022 , as amended, supplemented or restated from time to time (the **"Credit Agreement"**), between, *inter alia*, the Borrower GP, as general partner for and on behalf of the Borrower, the Agent, as administrative agent, and the lenders party thereto from time to time (collectively, the **"Obligations"**), subject to Section 1.04 hereof.

1.02 Indemnity

If any Obligation is not duly paid by the Borrower GP and/or the Borrower and is not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Agent from and against all losses resulting from the failure of the Borrower GP and/or the Borrower to pay such Obligation, subject to Section 1.04 hereof.

1.03 Primary Obligation

If any Obligation is not duly paid by the Borrower GP and/or the Borrower and is not recoverable under Section 1.01 or the Agent is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligation will, as a separate and distinct obligation, be paid by and be recoverable from the Guarantor as primary obligor, subject to Section 1.04 hereof.

1.04 Limited Recourse

Notwithstanding anything to the contrary contained herein, the recourse of the Agent against the Guarantor under this Guarantee (including, for greater certainty, Sections 1.01, 1.02, and 1.03 hereof) will be limited to the Agent enforcing its rights and remedies against the security granted under the Share Pledge (as defined in the Credit Agreement, but which for the purposes of this Guarantee also includes any stock transfer powers of attorney delivered by the Guarantor to the Agent), as amended from time to time, between the Agent and the Guarantor or any of them and no recourse for any such purpose may be had nor will judgment be issued or other process levied against any other assets or rights of the Guarantor.

1.05 Obligations Absolute

Subject to the terms of Section 1.01 hereof, the liability of the Guarantor hereunder will be for the full amount of the Obligations without apportionment, limitation or restriction of any kind, will be continuing, absolute and unconditional and will not be affected by any law, regulation or other event, condition or circumstance or any other act, delay, abstention or omission to act of any kind by the Borrower GP and/or the Borrower or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the indefeasible payment or extinguishment in full of the Obligations, including:

(1) the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any agreement between the Borrower GP and/or the Borrower and the Agent;

(2) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(3) the bankruptcy, winding-up, liquidation, dissolution, moratorium, readjustment of debt or insolvency of the Borrower GP and/or the Borrower or any other person, including any discharge or bar against collection of any of the Obligations, or the amalgamation of or any change in the existence, structure, name, status, function, control, constitution or ownership of the Borrower GP and/or the Borrower, the Guarantor, the Agent or any other person;

(4) any lack or limitation of power, incapacity or disability on the part of the Borrower GP and/or the Borrower or of the directors, partners or Agent thereof or any other irregularity, defect or informality on the part of the Borrower GP and/or the Borrower in its obligations to the Agent;

(5) any limitation, postponement, prohibition, subordination or other restriction on the right of the Agent to payment of the Obligations; or

(6) any interest of the Agent in any property whether as owner thereof or as holder of a security interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral,

and each of the foregoing is hereby waived by the Guarantor to the fullest extent permitted under applicable law. The foregoing provisions apply and the foregoing waivers will be effective to the fullest extent permitted under applicable law even if the effect of any action or failure to take action by the Agent is to destroy or diminish the Guarantor's subrogation rights, the

Guarantor's right to proceed against the Borrower GP and/or the Borrower for reimbursement, the Guarantor's right to recover contribution from any other person or any other right or remedy of the Guarantor.

ARTICLE 2- DEALINGS WITH BORROWER GP, BORROWER AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered, permitted or omitted to be done by the Agent in connection with any duties or liabilities of the Borrower GP and/or the Borrower to the Agent or any security therefor including any loss of or in respect of any security received by the Agent from the Borrower GP and/or the Borrower or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting, in whole or in part, the Guarantor's liability hereunder, the Agent may, without obtaining the consent of or giving notice to the Guarantor:

(1) discontinue, reduce, increase or otherwise vary the credit of the Borrower GP and/or the Borrower in any manner whatsoever;

(2) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Borrower GP and/or the Borrower and the Agent or waive, in whole or in part and with or without conditions, the failure on the part of the Borrower GP and/or the Borrower to carry out any of its obligations under any such agreement;

(3) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower GP and/or the Borrower or any other person;

(4) release or substitute, in whole or in part, any other guarantor of the Obligations or obtain a new guarantee of any of the Obligations from any other person;

(5) subordinate, release, take or enforce, refrain from taking or enforcing or omit to take or enforce security or collateral from the Borrower GP and/or the Borrower or any other person or perfect, refrain from perfecting or omit to perfect security or collateral of the Borrower GP and/or the Borrower or any other person, whether occasioned by the fault of the Agent or otherwise;

(6) to the extent permitted under applicable law, give or refrain from giving to the Borrower GP and/or the Borrower, the Guarantor or any other person notice of any sale or other disposition of any property securing any of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(7) accept compromises from the Borrower GP and/or the Borrower or any other person;

(8) marshal, refrain from marshalling or omit to marshal assets;

(9) apply all money or other property at any time received from the Borrower GP and/or the Borrower or from its security upon such part of the Obligations as the Agent may see

fit or vary any such application in whole or in part from time to time as the Agent may see fit; and

(10) otherwise deal, delay or refrain from dealing or omit to deal with the Borrower GP and/or the Borrower, the Guarantor and all other persons and security as the Agent may see fit and do, delay or refrain from doing or omit to do any other act or thing that under applicable law might otherwise have the effect, directly or indirectly, of releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder.

2.02 No Exhaustion of Remedies

The Agent will not be bound or obligated to exhaust its recourse against the Borrower GP and/or the Borrower or other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 Prima Facie Evidence

Any account settled or stated in writing by or between the Agent and the Borrower GP and/or the Borrower in respect of any Obligation will be *prima facie* evidence that the balance or amount thereof appearing due to the Agent is so due absent manifest error or fraud.

2.04 No Set-off

In any claim by the Agent against the Guarantor, the Guarantor may not claim or assert any set-off, counterclaim, claim or other right that either the Guarantor or the Borrower GP and/or the Borrower may have against the Agent or any other person.

2.05 Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Agent and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Agent. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Agent upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Borrower GP and/or the Borrower or the Guarantor or otherwise, all as though such payment had not been made.

ARTICLE 3- DEMAND

3.01 Demand

If any Obligation is not paid for any reason whatsoever when due and payable, the Agent may treat all Obligations as due and payable and may exercise its rights and remedies under the Share Pledge.

3.02 Stay of Acceleration

If acceleration of the time for payment of any amount payable by the Borrower GP and/or the Borrower in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of the Borrower GP and/or the Borrower or any moratorium affecting the payment of the Obligations, the Agent may still exercise its rights and remedies under the Share Pledge.

3.03 Interest

Without duplication of interest accruing on the Obligations, the Guarantor will pay interest to the Agent at the rate or rates provided in the Credit Agreement for such Obligations, on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, including all costs and expenses incurred by the Agent in collecting and enforcing the Obligations and in enforcing this Guarantee, such interest to accrue from and including the date of demand by the Agent on the Guarantor to but excluding the date of payment thereof by the Guarantor.

ARTICLE 4- ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 Assignment and Postponement

All debts, liabilities and any other claims, present and future, of the Borrower GP and/or the Borrower to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and forthwith upon receipt will be paid over to the Agent, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary Borrower GP and Borrower obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

4.02 Subrogation

The Guarantor will not be entitled to subrogation until (a) the Guarantor performs or makes indefeasible payment to the Agent of all amounts owing by the Guarantor to the Agent under this Guarantee, (b) the Obligations are performed and indefeasibly paid in full and (c) the Agent has no further liability to advance money to, or incur any liability on behalf of, the Borrower GP and/or the Borrower. Thereafter, the Agent will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5- GENERAL

5.01 Waiver of Notice

The Guarantor hereby waives promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the Obligations guaranteed hereunder, except for the demand pursuant to Section 3.01.

5.02 Binding Effect of the Guarantee

This Guarantee will be binding upon the successors and permitted assigns of the Guarantor and will enure to the benefit of the Agent and its successors and assigns.

5.03 Entire Agreement

This Guarantee constitutes the entire agreement between the Guarantor and the Agent with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Agent will not be bound by any representations or promises made by the Borrower GP and/or the Borrower to the Guarantor and possession of this Guarantee by the Agent will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee will be operative and binding against the Guarantor notwithstanding the non-execution thereof by any other proposed signatory.

5.04 Acknowledgement of Documentation

The Guarantor acknowledges receipt of a true and complete copy of the Credit Agreement and all of the terms and conditions thereof. So long as any of the Guarantor's obligations hereunder remain undischarged the Guarantor will assume sole responsibility for keeping itself informed, and requesting and obtaining copies from the Borrower GP and/or the Borrower or otherwise, of all amendments, modifications, supplements, restatements and replacements of the Credit Agreement and the Agent will not have a duty to advise or provide copies to the Guarantor of any such amendments, modifications, supplements, restatements and replacements.

5.05 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Agent. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.06 Severability

If any provision of this Guarantee is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Guarantee and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either the Agent or the Guarantor.

5.07 Notices

Any demand, notice or other communication to be given in connection with this Guarantee must be given in writing and will be given by personal delivery or by electronic means of communication, addressed to the Guarantor or the Agent as follows:

To the Guarantor:

Nova Ridge (Manderley) Limited Partnership
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: mbutler@novaridge.com

Attention: Michael Butler

Eamonn McConnell
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: eamonn.mcconnell@gmail.com

Attention: Eamonn McConnell

Mark Woolgar

70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Fax: 416-867-1434

Attention: Mark Woolgar

To the Agent:

United Overseas Bank Limited, Vancouver Branch
650 West Georgia Street
Suite 2400, P.O. Box 11616
Vancouver, BC V6B 4N9

Fax: (604) 662-3356

Attention: Operations Manager

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

5.08 Discharge

Unless all obligations of the Guarantor hereunder have been indefeasibly paid or performed, the Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Agent.

5.09 Remedies Cumulative

The rights and remedies of the Agent hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by the Agent of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Agent may be entitled.

5.10 Governing Law

This Guarantee is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.11 Attornment

For the purpose of all legal proceedings this Guarantee will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Guarantee. The Guarantor and the Agent each hereby attorns to the jurisdiction of the courts of the Province of Ontario.

5.12 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Guarantee. The terms “hereof”, “hereunder” and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.13 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

5.14 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

[Remainder of page intentionally left blank; signature page follows]

DocuSign Envelope ID: 38A9493D-4906-4B62-A52C-BDB0351DAADF

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

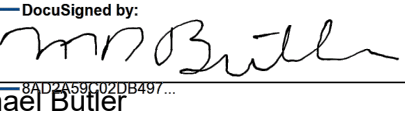
GUARANTORS:



Witness: _____ Name: DocuSigned by: Eamonn McConnell 6EDA2EEFE15A4F9... Eamonn McConnell

Witness: _____ Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: DocuSigned by:  8AD2A59C02DB497...
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have authority to bind the corporation.

DocuSign Envelope ID: 3987A35F-A80B-4094-9950-9D3D16BE6E9C

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

GUARANTORS:

Witness: _____ Name: Eamonn McConnell



Witness: _____ Name: Mark Woolgar

DocuSigned by:
Mark Woolgar
6C017C3D9B1E4CE...

HAWK COMMUNICATIONS CORP.

By: _____
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have authority to bind the corporation.

This is Exhibit “V” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LIMITED RECOURSE GUARANTEE

THIS GUARANTEE is made as of May 18, 2022.

WHEREAS the undersigned (individually and collectively, the **"Guarantor"**) has agreed to provide United Overseas Bank Limited, Vancouver Branch (the **"Lender"**), with a guarantee of the Obligations (as hereinafter defined) of Nova Ridge (Manderley) Limited Partnership (the **"Borrower"**) and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**");

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender or be liable as primary obligor;

AND WHEREAS in this instrument, unless something in the subject matter or context is inconsistent therewith, **"Guarantee"** means this instrument including its recitals as amended from time to time;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees with the Lender as follows:

ARTICLE 1- GUARANTEE

1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower and/or the Borrower GP to the Lender or remaining unpaid by the Borrower or Borrower GP to the Lender pursuant to the credit agreement made as of May 13, 2022, as amended, supplemented or restated from time to time (the **"Credit Agreement"**), between, *inter alia*, the Borrower GP, as general partner for and on behalf of the Borrower and the Lender (collectively, the **"Obligations"**), subject to Section 1.04 hereof.

1.02 Indemnity

If any Obligation is not duly paid by the Borrower GP and/or the Borrower and is not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower GP and/or the Borrower to pay such Obligation, subject to Section 1.04 hereof.

1.03 Primary Obligation

If any Obligation is not duly paid by the Borrower GP and/or the Borrower and is not recoverable under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligation will, as a separate and distinct obligation, be paid by and be recoverable from the Guarantor as primary obligor, subject to Section 1.04 hereof.

1.04 Limited Recourse

Notwithstanding anything to the contrary contained herein, the recourse of the Lender against the Guarantor under this Guarantee (including, for greater certainty, Sections 1.01, 1.02, and 1.03 hereof) will be limited to the Lender enforcing its rights and remedies against the security granted under the Share Pledge (as defined in the Credit Agreement, but which for the purposes of this Guarantee also includes any stock transfer powers of attorney delivered by the Guarantor to the Lender), as amended from time to time, between the Lender and the Guarantor or any of them and no recourse for any such purpose may be had nor will judgment be issued or other process levied against any other assets or rights of the Guarantor.

1.05 Obligations Absolute

Subject to the terms of Section 1.01 hereof, the liability of the Guarantor hereunder will be for the full amount of the Obligations without apportionment, limitation or restriction of any kind, will be continuing, absolute and unconditional and will not be affected by any law, regulation or other event, condition or circumstance or any other act, delay, abstention or omission to act of any kind by the Borrower GP and/or the Borrower or any other person, that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the indefeasible payment or extinguishment in full of the Obligations, including:

(1) the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any agreement between the Borrower GP and/or the Borrower and the Lender;

(2) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(3) the bankruptcy, winding-up, liquidation, dissolution, moratorium, readjustment of debt or insolvency of the Borrower GP and/or the Borrower or any other person, including any discharge or bar against collection of any of the Obligations, or the amalgamation of or any change in the existence, structure, name, status, function, control, constitution or ownership of the Borrower GP and/or the Borrower, the Guarantor, the Lender or any other person;

(4) any lack or limitation of power, incapacity or disability on the part of the Borrower GP and/or the Borrower or of the directors, partners or Lender thereof or any other irregularity, defect or informality on the part of the Borrower GP and/or the Borrower in its obligations to the Lender;

(5) any limitation, postponement, prohibition, subordination or other restriction on the right of the Lender to payment of the Obligations; or

(6) any interest of the Lender in any property whether as owner thereof or as holder of a security interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral,

and each of the foregoing is hereby waived by the Guarantor to the fullest extent permitted under applicable law. The foregoing provisions apply and the foregoing waivers will be effective to the fullest extent permitted under applicable law even if the effect of any action or failure to take action by the Lender is to destroy or diminish the Guarantor's subrogation rights, the

Guarantor's right to proceed against the Borrower GP and/or the Borrower for reimbursement, the Guarantor's right to recover contribution from any other person or any other right or remedy of the Guarantor.

ARTICLE 2- DEALINGS WITH BORROWER GP, BORROWER AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered, permitted or omitted to be done by the Lender in connection with any duties or liabilities of the Borrower GP and/or the Borrower to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Borrower GP and/or the Borrower or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting, in whole or in part, the Guarantor's liability hereunder, the Lender may, without obtaining the consent of or giving notice to the Guarantor:

(1) discontinue, reduce, increase or otherwise vary the credit of the Borrower GP and/or the Borrower in any manner whatsoever;

(2) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Borrower GP and/or the Borrower and the Lender or waive, in whole or in part and with or without conditions, the failure on the part of the Borrower GP and/or the Borrower to carry out any of its obligations under any such agreement;

(3) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower GP and/or the Borrower or any other person;

(4) release or substitute, in whole or in part, any other guarantor of the Obligations or obtain a new guarantee of any of the Obligations from any other person;

(5) subordinate, release, take or enforce, refrain from taking or enforcing or omit to take or enforce security or collateral from the Borrower GP and/or the Borrower or any other person or perfect, refrain from perfecting or omit to perfect security or collateral of the Borrower GP and/or the Borrower or any other person, whether occasioned by the fault of the Lender or otherwise;

(6) to the extent permitted under applicable law, give or refrain from giving to the Borrower GP and/or the Borrower, the Guarantor or any other person notice of any sale or other disposition of any property securing any of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

(7) accept compromises from the Borrower GP and/or the Borrower or any other person;

(8) marshal, refrain from marshalling or omit to marshal assets;

(9) apply all money or other property at any time received from the Borrower GP and/or the Borrower or from its security upon such part of the Obligations as the Lender may

see fit or vary any such application in whole or in part from time to time as the Lender may see fit; and

(10) otherwise deal, delay or refrain from dealing or omit to deal with the Borrower GP and/or the Borrower, the Guarantor and all other persons and security as the Lender may see fit and do, delay or refrain from doing or omit to do any other act or thing that under applicable law might otherwise have the effect, directly or indirectly, of releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder.

2.02 No Exhausti on of Remedies

The Lender will not be bound or obligated to exhaust its recourse against the Borrower GP and/or the Borrower or other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 Prima Facie Evidence

Any account settled or stated in writing by or between the Lender and the Borrower GP and/or the Borrower in respect of any Obligation will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due absent manifest error or fraud.

2.04 No Set-off

In any claim by the Lender against the Guarantor, the Guarantor may not claim or assert any set-off, counterclaim, claim or other right that either the Guarantor or the Borrower GP and/or the Borrower may have against the Lender or any other person.

2.05 Continui ngGuarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Lender and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Borrower GP and/or the Borrower or the Guarantor or otherwise, all as though such payment had not been made.

ARTICLE 3- DEMAND

3.01 Demand

If any Obligation is not paid for any reason whatsoever when due and payable, the Lender may treat all Obligations as due and payable and may exercise its rights and remedies under the Share Pledge.

3.02 Stay of Acceleration

If acceleration of the time for payment of any amount payable by the Borrower GP and/or the Borrower in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of the Borrower GP and/or the Borrower or any moratorium affecting the payment of the Obligations, the Lender may still exercise its rights and remedies under the Share Pledge.

3.03 Interest

Without duplication of interest accruing on the Obligations, the Guarantor will pay interest to the Lender at the rate or rates provided in the Credit Agreement for such Obligations, on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, including all costs and expenses incurred by the Lender in collecting and enforcing the Obligations and in enforcing this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor to but excluding the date of payment thereof by the Guarantor.

ARTICLE 4- ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 Assignment and Postponement

All debts, liabilities and any other claims, present and future, of the Borrower GP and/or the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the guarantee, indemnity and primary Borrower GP and Borrower obligations contained in this Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and indefeasibly paid in full.

4.02 Subrogation

The Guarantor will not be entitled to subrogation until (a) the Guarantor performs or makes indefeasible payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee, (b) the Obligations are performed and indefeasibly paid in full and (c) the Lender has no further liability to advance money to, or incur any liability on behalf of, the Borrower GP and/or the Borrower. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5- GENERAL

5.01 Waiver of Notice

The Guarantor hereby waives promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the Obligations guaranteed hereunder, except for the demand pursuant to Section 3.01.

5.02 Binding Effect of the Guarantee

This Guarantee will be binding upon the successors and permitted assigns of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.03 Entire Agreement

This Guarantee constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Lender will not be bound by any representations or promises made by the Borrower GP and/or the Borrower to the Guarantor and possession of this Guarantee by the Lender will be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee will be operative and binding against the Guarantor notwithstanding the non-execution thereof by any other proposed signatory.

5.04 Acknowledgement of Documentation

The Guarantor acknowledges receipt of a true and complete copy of the Credit Agreement and all of the terms and conditions thereof. So long as any of the Guarantor's obligations hereunder remain undischarged the Guarantor will assume sole responsibility for keeping itself informed, and requesting and obtaining copies from the Borrower GP and/or the Borrower or otherwise, of all amendments, modifications, supplements, restatements and replacements of the Credit Agreement and the Lender will not have a duty to advise or provide copies to the Guarantor of any such amendments, modifications, supplements, restatements and replacements.

5.05 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.06 Severability

If any provision of this Guarantee is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Guarantee and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either the Lender or the Guarantor.

5.07 Notices

Any demand, notice or other communication to be given in connection with this Guarantee must be given in writing and will be given by personal delivery or by electronic means of communication, addressed to the Guarantor or the Lender as follows:

To the Guarantor:

Nova Ridge (Manderley) Limited Partnership
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: mbutler@novaridge.com

Attention: Michael Butler

Eamonn McConnell
70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Email: eamonn.mcconnell@gmail.com

Attention: Eamonn McConnell

Mark Woolgar

70 The Esplanade, Suite 401
Toronto, ON M5E 1R2

Fax: 416-867-1434

Attention: Mark Woolgar

To the Lender:

United Overseas Bank Limited, Vancouver Branch
650 West Georgia Street
Suite 2400, P.O. Box 11616
Vancouver, BC V6B 4N9

Fax: (604) 662-3356

Attention: Operations Manager

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

5.08 Discharge

Unless all obligations of the Guarantor hereunder have been indefeasibly paid or performed, the Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender.

5.09 Remedies Cumulative

The rights and remedies of the Lender hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by the Lender of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which the Lender may be entitled.

5.10 Governing Law

This Guarantee is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.11 Attornment

For the purpose of all legal proceedings this Guarantee will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Guarantee. The Guarantor and the Lender each hereby attorns to the jurisdiction of the courts of the Province of Ontario.

5.12 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Guarantee. The terms “hereof”, “hereunder” and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.13 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

5.14 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

[Remainder of page intentionally left blank; signature page follows]

DocuSign Envelope ID: C40DF52C-8BA1-4937-B8E1-6FC30274F3A1

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

GUARANTORS:

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness:

DocuSigned by:
Eamonn McConnell
6EDA2FEFE15A4F9...

Name: Eamonn McConnell

DocuSigned by:
Laura Haslam
C9712B85BCB9495...

Witness:

DocuSigned by:
Mark Woolgar
7E6B4A82173344B...

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: _____
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have authority to bind the corporation.

This is Exhibit “W” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GUARANTEE

This Guarantee is made as of May 18, 2022.

WHEREAS Michael Butler, the undersigned (hereinafter referred to as the ("**Guarantor**"), has agreed to provide **UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH**, as administrative agent for and on behalf of the Lenders (hereinafter referred to as the "**Agent**") with an unlimited recourse guarantee of the Obligations (as hereinafter defined) of Nova Ridge (Manderley) Limited Partnership (hereinafter referred to as the "**Borrower**");

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Agent or be liable as primary obligor;

NOW THEREFORE THIS GUARANTEE WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the sum of $1.00 now paid by the Agent to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants with the Agent as follows:

ARTICLE 1 - GUARANTEE

1.01 Guarantee

The Guarantor herby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Agent or remaining unpaid by the Borrower to the Agent under, and the performance of obligations pursuant to the credit agreement dated May 13, 2022 (the "**Credit Agreement**") between the Borrower, as borrower, the Agent, as administrative agent, the lenders party thereto from time to time (the "**Lenders**"), and the Guarantor, as guarantor, and as secured by the charge/mortgage (the "**Mortgage**") with respect to the property municipally known as 1478-1496 Kingston Road, Toronto, Ontario, in the original principal amount of $100,000,000.00 (hereinafter collectively referred to as the "**Obligations**"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Credit Agreement.

1.02 Indemnity

If any or all of the Obligations are not duly paid or performed by the Borrower and are not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Agent from and against all losses resulting from the failure of the Borrower to pay or perform such Obligations.

1.03 Primary Obligation

If any or all of the Obligations are not duly paid or performed by the Borrower and are not recoverable under Section 1.01 or the Agent is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable and performed by the Guarantor, as primary obligor.

1.04 Obligations Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be affected by:

(a) any lack of validity or enforceability of any agreement between the Borrower and the Agent and/or the Lenders;

(b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Borrower or any other person or the amalgamation of or any change in the status, function, control or ownership of the Borrower, any Guarantor, the Agent, a Lender, or any other person;

(d) any lack or limitation of power, incapacity or disability on the part of the Borrower or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in its obligations to the Agent and/or the Lenders;

(e) any other law, regulation or other circumstance that might otherwise constitute a defence available to, or a discharge of, the Borrower in respect of any or all of the Obligations; or

(f) the enforcement by the Agent of any other Security.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Agent in connection with any duties or liabilities of the Borrower to the Agent or any security therefor including any loss of or in respect of any security received by the Agent from the Borrower or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Agent may:

(a) discontinue, reduce, increase or otherwise vary the credit of the Borrower in any manner whatsoever;

(b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Borrower and the Agent whether or not the Borrower carries out any of its obligations under any such agreement;

(c) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower;

(d) take or abstain from taking or enforcing securities or collateral from the Borrower or from perfecting securities or collateral of the Borrower;

(e) accept compromises from the Borrower;

(f) apply all money at any time received from the Borrower or from securities upon such part of the Obligations as the Agent may see fit or change any such application in whole or in part from time to time as the Agent may see fit; and

(g) otherwise deal with the Borrower and all other persons and securities as the Agent may see fit.

2.02 No Exhaustion of Remedies

The Agent will not be bound or obligated to exhaust its recourse against the Borrower or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 Prima Facie Evidence

Any account settled or stated in writing by or between the Agent and the Borrower will be *prima facie* evidence that the balance or amount thereof appearing due to the Agent is so due absent manifest error or fraud.

2.04 No Set-off

In any claim by the Agent against the Guarantor, the Guarantor may not assert any set-off or counterclaim that the Guarantor or the Borrower may have against the Agent and/or any Lender.

ARTICLE 3 - DEMAND

3.01 Demand

Upon the occurrence of an Event of Default (as defined in the Credit Agreement) that has not been either cured or waived in accordance with the provisions of the Credit Agreement, the Agent will be entitled to make demand upon the Guarantor for payment of all Obligations.

3.02 Interest

The Guarantor will pay interest to the Agent at the rate applicable to Prime Rate Loans as provided for in Section 4.01 of the Credit Agreement on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Agent on the Guarantor.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 Assignment and Postponement

All debts and liabilities, present and future, of the Borrower to the Guarantor are hereby assigned to the Agent and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Agent and forthwith upon receipt will be paid over to the Agent, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.02 Subrogation

The Guarantor will not be entitled to subrogation until (i) the Guarantor performs or makes payment to the Agent of all amounts owing by the Guarantor to the Agent under this Guarantee and (ii) the Obligations are performed and paid in full. Thereafter, the Agent will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5 - GENERAL

5.01 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators and successors of the Guarantor and will enure to the benefit of the Agent and its successors and assigns.

5.02 Entire Agreement

This Guarantee constitutes the entire agreement between the Guarantor and the Agent with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Agent will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Agent will be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee will be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

5.03 Disclosure

The Guarantor acknowledges that the Mortgage (or securities backed by or representing interests in pools of mortgages of which the Mortgage is part) may be sold or securitized through, among other things, private placements or public markets (a "Secondary Market

Transaction") without further notice to or the consent of the Guarantor. The Guarantor consents to and further acknowledges and agrees that as part of such sale or securitization, the information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, monthly and quarterly financial information and other information provided by the Guarantor under this Guarantee, and any defaults hereunder) provided in connection with this transaction, this Guarantee or the Mortgage, may be collected by the Agent, Servicer, or other servicing entities who service securitized pools from time to time of which the Mortgage may become part, and be used by or released or disclosed to any of the following: the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; the public and/or other interested persons in the course of providing market information in regard to the ongoing status of the Mortgage or mortgage pools of which the Mortgage may be part; any subsequent or proposed purchaser and their third party advisors and/or agents; underwriters, rating agencies, governmental authorities or other persons in connection with such sales or securitizations; the Agent and its successors; governmental authorities having jurisdiction over such sales or securitizations; the Servicer and its successors; and other servicing entities who service securitized pools from time to time of which the Loan and the Loan Documents may become part. The Guarantor covenants and agrees that in the event the Agent decides to include the Mortgage in a Secondary Market Transaction, the Guarantor shall (a) at the Agent's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the premises charged by the Mortgage, (b) permit the Agent or its representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

5.04 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Agent. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.05 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

5.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Guarantor:

Nova Ridge Development

282 Richmond St. East
Toronto, Ontario
M5A 1P4

Email: mbutler@novaridge.com
Attention: Michael D. Butler

To the Agent:

650 West Georgia Street
Suite 1680, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day (as defined in the Credit Agreement) or on the next Business Day if given by facsimile on a day that is not a Business Day.

5.07 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Agent.

5.08 Governing Law

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.09 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The terms, “hereof”, “hereunder”, and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.10 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include

individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

5.11 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

[Signature Page Follows]

DocuSign Envelope ID: 38A9493D-4906-4B62-A52C-BDB0351DAADF

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.

DocuSigned by:

8AD2A59C02DB497...

Witness: Louis Gasbarre **MICHAEL BUTLER**

This is Exhibit “X” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GUARANTEE

This Guarantee is made as of May 18, 2022.

WHEREAS Michael Butler, the undersigned (hereinafter referred to as the ("**Guarantor**"), has agreed to provide **UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH**, as lender (the "**Lender**") with an unlimited recourse guarantee of the Obligations (as hereinafter defined) of Nova Ridge (Manderley) Limited Partnership (hereinafter referred to as the "**Borrower**");

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender or be liable as primary obligor;

NOW THEREFORE THIS GUARANTEE WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the sum of $1.00 now paid by the Lender to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants with the Lender as follows:

ARTICLE 1 - GUARANTEE

1.01 Guarantee

The Guarantor herby unconditionally and irrevocably guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender or remaining unpaid by the Borrower to the Lender under, and the performance of obligations pursuant to the credit agreement dated May 13, 2022 (the "**Credit Agreement**") between the Borrower, as borrower, the Lender, as lender, and the Guarantor, as guarantor, and as secured by the charge/mortgage (the "**Kingston Road Mortgage**") with respect to the property municipally known as 1478-1496 Kingston Road, Toronto, Ontario, in the original principal amount of $100,000,000.00 and a charge/mortgage (the "**Queensway Mortgage**") with respect to the property municipally known as 755 Queensway East, Mississauga, Ontario, in the original principal amount of $2,500,000.00 (the Kingston Road Mortgage and the Queensway Mortgage are hereinafter collectively referred to as the "**Obligations**"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Credit Agreement.

1.02 Indemnity

If any or all of the Obligations are not duly paid or performed by the Borrower and are not recoverable under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to pay or perform such Obligations.

1.03 Primary Obligation

If any or all of the Obligations are not duly paid or performed by the Borrower and are not recoverable under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be recoverable and performed by the Guarantor, as primary obligor.

1.04 Obligations Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be affected by:

(a) any lack of validity or enforceability of any agreement between the Borrower and the Lender;

(b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;

(c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Borrower or any other person or the amalgamation of or any change in the status, function, control or ownership of the Borrower, any Guarantor, the Lender, or any other person;

(d) any lack or limitation of power, incapacity or disability on the part of the Borrower or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in its obligations to the Lender;

(e) any other law, regulation or other circumstance that might otherwise constitute a defence available to, or a discharge of, the Borrower in respect of any or all of the Obligations; or

(f) the enforcement by the Lender of any other Security.

ARTICLE 2 - DEALINGS WITH OBLIGOR AND OTHERS

2.01 No Release

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Borrower to the Lender or any security therefor including any loss of or in respect of any security received by the Lender from the Borrower or others. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

(a) discontinue, reduce, increase or otherwise vary the credit of the Borrower in any manner whatsoever;

(b) make any change in the time, manner or place of payment under, or in any other term of, any agreement between the Borrower and the Lender whether or not the Borrower carries out any of its obligations under any such agreement;

(c) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower;

(d) take or abstain from taking or enforcing securities or collateral from the Borrower or from perfecting securities or collateral of the Borrower;

(e) accept compromises from the Borrower;

(f) apply all money at any time received from the Borrower or from securities upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and

(g) otherwise deal with the Borrower and all other persons and securities as the Lender may see fit.

2.02 No Exhaustion of Remedies

The Lender will not be bound or obligated to exhaust its recourse against the Borrower or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder.

2.03 Prima Facie Evidence

Any account settled or stated in writing by or between the Lender and the Borrower will be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due absent manifest error or fraud.

2.04 No Set-off

In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that the Guarantor or the Borrower may have against the Lender.

ARTICLE 3 - DEMAND

3.01 Demand

Upon the occurrence of an Event of Default (as defined in the Credit Agreement) that has not been either cured or waived in accordance with the provisions of the Credit Agreement, the Lender will be entitled to make demand upon the Guarantor for payment of all Obligations.

3.02 Interest

The Guarantor will pay interest to the Lender at the rate applicable to Prime Rate Loans as provided for in Section 4.01 of the Credit Agreement on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor.

ARTICLE 4 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

4.01 Assignment and Postponement

All debts and liabilities, present and future, of the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

4.02 Subrogation

The Guarantor will not be entitled to subrogation until (i) the Guarantor performs or makes payment to the Lender of all amounts owing by the Guarantor to the Lender under this Guarantee and (ii) the Obligations are performed and paid in full. Thereafter, the Lender will, at the Guarantor's request and expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 5 - GENERAL

5.01 Binding Effect of the Guarantee

This Guarantee will be binding upon the heirs, executors, administrators and successors of the Guarantor and will enure to the benefit of the Lender and its successors and assigns.

5.02 Entire Agreement

This Guarantee constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein. The Lender will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Lender will be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee will be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

5.03 Disclosure

The Guarantor acknowledges that the Mortgage (or securities backed by or representing interests in pools of mortgages of which the Mortgage is part) may be sold or securitized

through, among other things, private placements or public markets (a "**Secondary Market Transaction**") without further notice to or the consent of the Guarantor. The Guarantor consents to and further acknowledges and agrees that as part of such sale or securitization, the information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, monthly and quarterly financial information and other information provided by the Guarantor under this Guarantee, and any defaults hereunder) provided in connection with this transaction, this Guarantee or the Mortgage, may be collected by the Lender, Servicer, or other servicing entities who service securitized pools from time to time of which the Mortgage may become part, and be used by or released or disclosed to any of the following: the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; the public and/or other interested persons in the course of providing market information in regard to the ongoing status of the Mortgage or mortgage pools of which the Mortgage may be part; any subsequent or proposed purchaser and their third party advisors and/or agents; underwriters, rating agencies, governmental authorities or other persons in connection with such sales or securitizations; the Lender and its successors; governmental authorities having jurisdiction over such sales or securitizations; the Servicer and its successors; and other servicing entities who service securitized pools from time to time of which the Loan and the Loan Documents may become part. The Guarantor covenants and agrees that in the event the Lender decides to include the Mortgage in a Secondary Market Transaction, the Guarantor shall (a) at the Lender's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the premises charged by the Mortgage, (b) permit the Lender or its representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

5.04 Amendments and Waivers

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

5.05 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

5.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Guarantor:

Nova Ridge Development
282 Richmond St. East
Toronto, Ontario
M5A 1P4

Email: mbutler@novaridge.com
Attention: Michael D. Butler

To the Lender:

650 West Georgia Street
Suite 1680, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given on a Business Day (as defined in the Credit Agreement) or on the next Business Day if given by facsimile on a day that is not a Business Day.

5.07 Discharge

The Guarantor will not be discharged from any of its obligations hereunder except by a release or discharge signed in writing by the Lender.

5.08 Governing Law

This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.09 Headings

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Guarantee. The terms, “hereof”, “hereunder”, and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

5.10 Extended Meanings

In this Guarantee words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include

individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

5.11 Executed Copy

The Guarantor acknowledges receipt of a fully executed copy of this Guarantee.

[Signature Page Follows]

IN WITNESS WHEREOF the Guarantor has signed, sealed and delivered this Guarantee.



Witness: Louis Gasbarre



MICHAEL BUTLER

This is Exhibit “Y” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

THIS AMENDED AND RESTATED PRIORITY AND STANDSTILL AGREEMENT is dated the 30th day of September, 2022

BETWEEN:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

(the "**Subordinate Lender**")

AND:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH, as administrative agent for the lenders under the Senior Loan Agreement (as defined below)

(the "**Senior Lender**")

AND:

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

(the "**Borrower**")

AND:

MICHAEL BUTLER

(the "**Guarantor**").

WHEREAS:

A. The Borrower is the legal owner (registered owner) and beneficial owner of the lands described in Schedule "A" of this Agreement (the "**Lands**"). The Borrower intends to construct an 11-storey, 194-unit residential condominium building known as "The Manderley" with approximately 134,393 square feet of gross floor area, including 4,284 square feet of commercial space at grade on the Lands (the "**Project**").

B. The Subordinate Lender has entered into a credit agreement (as amended, restated or supplemented from time to time, the "**Subordinate Loan Agreement**") with the Borrower for a loan in the principal sum of $7,000,000 (such loan and all other indebtedness and obligations evidenced or secured by the Subordinate Loan Documents (as defined below), collectively, the "**Subordinate Loan**").

C. The Senior Lender entered into an original credit agreement dated May 13, 2022 (the "**Original Senior Loan Agreement**") with the Borrower for a loan in the principal sum of $80,830,000, which comprises a construction facility in the original amount of $78,330,000 and a letter of credit facility in the amount of $2,500,000.

D. At the time of the closing of the Original Senior Loan Agreement, the parties hereto entered into a priority and standstill agreement dated May 13, 2022 (the "**Original Priority Agreement**").

E. As of the date hereof, the Senior Lender has entered into a first amending agreement (the "**Senior Loan Amending Agreement**" and together with the Original Senior Loan Agreement, collectively, the "**Senior Loan Agreement**", as it may be further amended, restated or supplemented from time to time) whereby the Senior Lender has agreed to increase the loan to the amount of $82,416,000 (such loan and all other indebtedness and obligations evidenced or secured by the Senior Loan Documents (as defined below), collectively, the "**Senior Loan**").

F. As security for the Subordinate Loan and the Senior Loan, the Borrower granted in favour of United Overseas Bank Limited, Vancouver Branch, in its capacity as both the Subordinate Lender and Senior Lender, a demand debenture in the principal amount of $100,000,000 (the "**Debenture**") creating a first-priority charge of the Lands.

G. In addition to its interest in the Debenture, the Subordinate Lender holds or may in the future hold a security interest in the personal property relating to the Project (the "**Personal Property**"), a pledge of the shares of Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**") and other security from the Borrower and Guarantor (collectively, the "**Obligors**") (as amended, restated or supplemented from time to time and collectively with the Subordinate Loan Agreement and the Subordinate Lender's interest in the Debenture, the "**Subordinate Loan Documents**").

H. In addition to its interest in the Debenture, the Senior Lender holds or may in the future hold a security interest in the Personal Property, a pledge of the shares of the Borrower GP and other security from the Borrower and the Guarantor (as amended, restated or supplemented from time to time and collectively with the Senior Loan Agreement and the Senior Lender's interest in the Debenture, the "**Senior Loan Documents**").

I. It is a condition, among others, of the Senior Lender making any advance to the Borrower that the Subordinate Lender executes and delivers this Agreement.

J. To acknowledge the increase of the Senior Loan pursuant to the Senior Loan Amending Agreement, the parties hereto have agreed to amend and restate the Original Priority Agreement on the terms set out herein.

Now therefore, this Agreement witnesses that, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Subordinate Lender, the Subordinate Lender agrees with the Senior Lender as follows:

1. GENERAL

Notwithstanding the terms of the agreements, instruments or other documents giving rise to the Senior Loan, the Subordinate Loan, the Senior Loan Documents or the Subordinate Loan Documents, the times of defaults under or the dates of any advances of or commitments with respect to the Senior Loan or the Subordinate Loan, nor the dates of creation or perfection of the Senior Loan Documents or the Subordinate Loan Documents, the parties agree that all and any of their rights in respect of the Senior Loan, the Subordinate Loan, the Senior Loan Documents and the Subordinate Loan Documents shall be subject to the terms of this Agreement.

2. GRANT OF PRIORITY AND POSTPONEMENT

(a) The Subordinate Lender hereby grants to the Senior Lender priority over the interests that it has in the Lands, the Personal Property and the shares of the Borrower GP by virtue of the Subordinate Loan Documents, including all proceeds of insurance and proceeds of expropriation relative to the Lands (collectively, the "**Charged Property**"), and does hereby postpone and subordinate all its rights under the Subordinate Loan Documents and all its rights, title and interest in and to the Charged Property, with the intent that the interests of the Subordinate Lender therein will be subject to the rights of the Senior Lender under the Senior Loan Documents as though the Senior Loan Documents had been executed and delivered, registered or otherwise processed and the Senior Loan advanced thereunder in point of time prior to the execution, delivery, registration or processing of the Subordinate Loan Documents and the date of advance of the Subordinate Loan thereunder.

(b) Without limiting Section 2(a), and for greater certainty, (i) the Senior Lender's interest in the Debenture shall have priority over the Subordinate Lender's interest in the Debenture with the same effect as if the interests of the Senior Lender and the Subordinate Lender in the Debenture constituted two distinct and separate mortgages registered on title to the Lands with the Senior Lender's interest being registered as a first charge thereon and the Subordinate Lender's interest being registered as a second charge thereon, and (ii) any payments, proceeds, recoveries and/or insurance or expropriation proceeds received from the Lands and the Project pursuant to a power of sale, judicial sale, sale following foreclosure, casualty, expropriation or otherwise, shall first be paid to the Senior Lender on account of the Senior Loan until repaid in full and the balance, if any, of such proceeds shall be paid to the Subordinate Lender on account of the Subordinate Loan.

(c) For greater certainty, the grant of priority provided for herein will apply in all events and circumstances:

(i) to the full amount of the Senior Loan, until the Senior Loan has been repaid in full and the Senior Loan Documents have been completely released and discharged; and

(ii) regardless of:

A. the dates of execution, delivery and registration of the Subordinate Loan Documents and the Senior Loan Documents;

B. the dates of all past, present and future advances or re-advances of the Senior Loan to, for, on behalf of or for the benefit of the Borrower;

C. the dates of issue of any letters of guarantee or letters of credit issued by the Senior Lender or on its behalf to the Borrower or on its request and the dates of any payments made by the Senior Lender under such letters of guarantee or letters of credit;

D. the dates of any past, present or future defaults by the Obligors or any of them under any of the terms and conditions of the Senior Loan or the Senior Loan Documents;

E. the dates any demands for payment are made, the dates any notices are given, and any failure to make or give any such demands or notices;

F. any contrary intention expressed in the Senior Loan Documents, the

Subordinate Loan Documents or any other documents; and

G. any priority granted by any principle of law or equity or any statute, including the *Personal Property Security Act* (Ontario) and the *Land Titles Act* (Ontario).

3. CONSENT TO SECURITY

The Senior Lender hereby consents to the Subordinate Loan Documents and the Subordinate Lender hereby consents to the Senior Loan Documents.

4. REALIZATION PROCEEDINGS AND AMENDMENTS

(a) The Subordinate Lender covenants and agrees with the Senior Lender that, until the Senior Loan has been paid in full and the Senior Loan Documents have been released and discharged, unless it obtains the prior written consent of the Senior Lender, which the Senior Lender in its sole, absolute and unfettered discretion may provide or withhold as it sees fit, it will not:

(i) take any steps to enforce or exercise, or seek to enforce or exercise, any remedies under the Subordinate Loan Documents or any part thereof with respect to the Charged Property or the Obligors, provided, however, that the Subordinate Lender shall have the right to issue a notice of default, a demand letter, a loan acceleration notice and a notice under the *Bankruptcy and Insolvency Act* (Canada) of its intent to enforce security;

(i) institute or commence, or join with any other person in instituting or commencing, any Creditor Proceedings or take any steps or proceedings in connection therewith; or

(ii) institute or commence any action or proceeding to enforce, collect or receive payment of any part of the Subordinate Loan or exercise any rights to enforce payment of the Subordinate Loan, including any action of enforcement, realization, foreclosure, sale, collection, seizure or execution (in any case in respect of the Charged Property, and, for certainty, whether as a secured or unsecured creditor);

(each of the above being referred to as an "**Enforcement Action**"). Without limiting the foregoing, the Subordinate Lender acknowledges and agrees that it shall have no right to initiate, or cause the Senior Lender to initiate any Enforcement Action under the Debenture, nor will it take any steps to challenge or obstruct any Enforcement Action that the Senior Lender determines to take, and the Subordinate Lender agrees to execute and deliver to the Senior Lender any documentation required by the Senior Lender from the Subordinate Lender in order to enable the Senior Lender to carry out any Enforcement Action that the Senior Lender determines to take.

(b) In this Agreement, unless something in the subject matter or context is inconsistent herewith:

(i) "**Creditor Proceedings**" means:

A. any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement, proposal or similar proceedings under Insolvency Laws of or with respect to the Obligors or their property or liabilities, in each case under

Insolvency Laws;

B. any dissolution, winding-up, total or partial liquidation, adjustment or readjustment of debt, reorganization, compromise, arrangement with creditors, plan of arrangement or similar proceedings under the arrangement provisions of any applicable corporate law (in any case which involves the alteration, amendment, conversion, compromise, satisfaction or discharge of obligations of any or all creditors) of or with respect to the Obligors or their property or liabilities;

C. any bankruptcy, insolvency, receivership, petition or assignment in bankruptcy, or assignment for the benefit of creditors under any Insolvency Laws of or with respect to the Obligors;

D. any appointment of any receiver or receiver manager, whether pursuant to the power contained in the Subordinate Loan Documents or pursuant to a court order;

E. any marshalling of assets and liabilities of the Obligors under any Insolvency Laws; or

F. any proceedings in relation to any of the foregoing;

whether any of the foregoing is voluntary or involuntary, partial or complete, and includes any such proceedings initiated or consented to by the Obligors; and

(ii) "**Insolvency Laws**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws applicable to the Obligors or any of their properties or liabilities.

(c) The Subordinate Lender will not make or permit any amendment to the Subordinate Loan or the Subordinate Loan Documents or any part thereof, without the approval of the Senior Lender.

(d) The Subordinate Lender will promptly deliver to the Senior Lender copies of any changes made to the Subordinate Loan and the Subordinate Loan Documents.

5. FURTHER SUBORDINATE LENDER AGREEMENTS

The Subordinate Lender acknowledges, agrees, covenants and confirms to and with the Senior Lender that:

(a) the right of the Senior Lender to arbitrarily withhold its consent pursuant to Section 4 hereof is reasonable and consistent with the protection of the legitimate business interests of the Senior Lender;

(b) any action taken by the Subordinate Lender in breach of the provisions of Section 4 hereof could have a material adverse effect on the continuing operation, viability and financial stability of the Obligors and will not be binding on or of any force or effect against the Senior Lender, and the Senior Lender may bring any proceedings in the nature of specific performance, injunction or other equitable remedy to enforce its rights under this Agreement,

it being acknowledged by the Subordinate Lender that damages at law may be an inadequate remedy for a default, breach or threatened breach of this Agreement;

(c) if the Senior Lender seeks to appoint a receiver or a receiver manager, whether pursuant to the powers contained in the Senior Loan Documents or pursuant to a court order, the Subordinate Lender will not take any steps to oppose such appointment; and

(d) the Subordinate Lender will deliver to the Senior Lender copies of any notices of default which it gives to the Obligors at the same time as it delivers such notices to the Obligors.

6. PARTIAL DISCHARGES OF SECURITY

In order to facilitate the sale of lots, strata lots or condominium units comprising the Lands to third parties, or any surplus lands or lands required to be transferred to the municipality or city, the Subordinate Lender agrees to execute and deliver (without charge to the Senior Lender or repayment of the Subordinate Loan or any part thereof and regardless of any default by the Obligors) partial discharges of the Subordinate Loan Documents, including the Debenture, to the Borrower's solicitors for registration upon the Borrower becoming entitled to similar partial discharges from the Senior Lender pursuant to the terms of the Senior Loan Agreement. The partial discharges from the Senior Lender and the Subordinate Lender shall be registered simultaneously by the Borrower's solicitors.

7. FACILITATION OF PROJECT

The Subordinate Lender covenants and agrees with the Senior Lender to execute and deliver, promptly on request, all such subdivision plans, air space plans, strata plans, condominium plans, consents, building schemes, rights of way, easements, land use contracts and other similar instruments and amendments thereto and priority agreements in connection therewith with respect to the development of the Project on the Lands as the Senior Lender and the Obligors may execute and as the Senior Lender may reasonably require the Subordinate Lender to execute, including, for greater certainty, all required consents to permit registration of the condominium intended to be constructed on the Lands.

8. PAYMENTS

The Subordinate Lender shall not, until the Senior Loan has been repaid in full and the Senior Loan Documents have been released and discharged, receive or accept, and the Obligors agree not to make, any payment, prepayment, set off or otherwise (including in respect of a distribution in any insolvency proceeding) of all or any portion of the principal and interest of the Subordinate Loan as well as any other sum secured by the Subordinate Loan Documents; provided, however, that the Subordinate Lender shall be entitled to receive, and the Obligors shall be entitled to make, payments of interest and fees in accordance with the terms of the Subordinate Loan Documents so long as no default or event of default has occurred and is continuing under the Senior Loan Documents. Notwithstanding the foregoing, the Subordinate Lender shall be entitled to payment of any interest owing on the Subordinate Loan or any other payments on account of the Subordinate Indebtedness from advances of the Subordinate Loan or any interest reserve established for such purpose.

9. PAYMENTS IN TRUST

Any payments received by the Subordinate Lender in contravention of the terms of this Agreement

shall be held in trust for the Senior Lender and the Subordinate Lender will immediately turn over any such payments to the Senior Lender, without further notice or demand, which payment will be applied towards the Senior Loan.

10. CLAIMS

The Subordinate Lender will not make any assertion, claim or argument in any action, suit or proceeding of any nature whatsoever in any way challenging the priority, validity or effectiveness of the Senior Loan Documents or the charges, liens and security interests granted thereby or any Enforcement Action taken by the Senior Lender thereunder. The accounts and records of the Senior Lender shall constitute, in the absence of manifest error, prima facie evidence of the Senior Loan.

11. SENIOR LENDER'S RIGHTS

The Senior Lender may at any time and from time to time, without the consent of the Subordinate Lender and without incurring responsibility to the Subordinate Lender and without impairing or releasing any of the rights or the obligations of the Senior Lender hereunder:

(a) change the amount, manner, place or terms of payment or change or extend the time of payment of or increase, renew or alter its lending arrangements with the Obligors and/or the Senior Loan Documents, or any part thereof, waive non-performance by the Obligors of or amend, alter, extend, supplement or replace the Senior Loan Documents and/or the agreements related thereto in any manner, or enter into or amend, supplement or replace in any manner any other agreement with the Obligors, provided that:

(i) there shall be no increase in the principal amount of the Senior Loan in excess of the maximum principal amount of $80,830,000 (save and except for any advances relating to cost overruns, protective disbursements, or capitalized interest) nor any increase in the rate of interest, the method of calculating the interest rate applicable thereto which results in an increase in the amount of interest payable nor any change to the amortization period (if applicable) during the term of the Senior Loan without, in each case, notice to and the consent of the Subordinate Lender; and

(ii) unless an Event of Default (as defined in the Senior Loan Agreement) has occurred and is continuing, the Senior Lender will not agree to any amendment of Section 9.03(19) of the Senior Loan Agreement;

(b) sell, exchange, release or otherwise enforce its rights against or deal with all or any part of any property at any time pledged or mortgaged by any party to secure the Senior Loan or any part thereof;

(c) release the Obligors (or any one or more of them), any covenantor or guarantor of the Senior Loan or any other party liable in any manner for the payment or collection of the Senior Loan;

(d) exercise or refrain from exercising any rights against the Obligors or others (including the Subordinate Lender) or exercise rights against the Obligors, their property or any other party at any time and in any order; and

(e) apply any sums paid by any party to the Senior Loan in any manner or order as determined

by the Senior Lender.

12. SUBORDINATE LENDER'S RIGHTS

If the Obligors are in default under the Senior Loan Documents, the Subordinate Lender shall have the right (but without obligation) to cure any default under the Senior Loan Documents within the applicable curing period (if any) under the Senior Loan Documents relating thereto, subject to the approval of the Senior Lender, which approval shall not be unreasonably withheld and will be provided by the Senior Lender within a reasonable period of time.

Further, with respect to any default under the Senior Loan Documents that has resulted in the Senior Lender demanding repayment of the entire Senior Loan, or should the Obligors be in default under the Subordinate Loan Documents, the Subordinate Lender shall be entitled (but not obligated) until such time that the Senior Loan has been repaid in full or the demand for repayment has been withdrawn, to provide notice of its intention to repay all amounts then outstanding under the Senior Loan Documents (the "**Purchase Notice**"), which shall be irrevocable upon the provision of such notice. Within the period that is twenty (20) business days beyond the date the Purchase Notice is received by the Senior Lender, the Subordinate Lender shall repay all amounts then outstanding under the Senior Loan Documents. In the event that the Subordinate Lender repays the full indebtedness of the Obligors to the Senior Lender, the Subordinate Lender shall be entitled to an assignment of all of the Senior Loan Documents held by the Senior Lender.

13. COST OVERRUNS

In the event there are cost overruns in relation to the development of the Project by the Obligors, the Senior Lender may, at its sole discretion, require that the amount of any such overruns be paid by the Borrower. In the event the Borrower is not able or fails to pay such cost overruns, then, prior to the Senior Lender making any advances under the Senior Loan with regard to such overruns, the Senior Lender shall give written notice to the Subordinate Lender of the requirement for the amount of such cost overruns to be advanced, and the Subordinate Lender shall have ten (10) business days from the date of receipt of such written notice to advise the Senior Lender that the Subordinate Lender wishes to increase the Subordinate Loan by the amount of such overruns, and advance such amount to the Borrower, failing which the Senior Lender shall be entitled, in its sole discretion, to advance the amount of such cost overruns, provided that, in any event, the amount to be advanced for any such cost overruns must be mutually agreed to by the parties hereto. In the event the Subordinate Lender advances the amount of such cost overruns to the Borrower, such amounts shall be secured under the Subordinate Loan Documents and form part of the Subordinate Loan, and shall be subordinated and postponed to the Senior Loan Documents and the Senior Loan. If the Senior Lender advances the amount of such cost overruns to the Borrower (a **"Cost Overrun Advance"**), each such Cost Overrun Advance shall be secured under the Senior Loan Documents and form part of the Senior Loan, and the Subordinate Lender agrees: (a) that the maximum principal amount of the Senior Loan set out in Section 2 shall be automatically increased by the amount of each such Cost Overrun Advance; and (b) to execute such amendments to this Agreement and such registrable postponements of the Subordinate Loan Documents and other documents as the Senior Lender may require in connection with such Cost Overrun Advance.

14. ACCELERATION

Nothing herein contained shall compel the Senior Lender at any time to accelerate the Senior Loan or commence any action or enforcement proceeding under the Senior Loan Documents. The

Subordinate Lender acknowledges that all rights and remedies which the Senior Lender may have under the Senior Loan Documents and related agreements and hereunder are cumulative and not alternative rights and remedies.

15. SUBORDINATE LENDER REPRESENTATIONS AND WARRANTIES

The Subordinate Lender represents and warrants that:

(a) it has not assigned its interest in the Subordinate Loan or the Subordinate Loan Documents;

(b) the Subordinate Loan and the Subordinate Loan Documents are not in default;

(c) it will disclose and provide copies for approval to the Senior Lender of all the Subordinate Loan Documents in accordance with the terms of this Agreement; and

(d) it is entitled to all of the moneys secured by the Subordinate Loan Documents.

16. ASSIGNMENT OF SUBORDINATE LOAN DOCUMENTS

The Subordinate Lender shall not assign the Subordinate Loan Documents or any portion thereof without the prior written consent of the Senior Lender (which consent may be withheld at the sole discretion of the Senior Lender) and without first obtaining from the assignee and delivering to the Senior Lender a written acknowledgement that the assignment is subject to the terms of this Agreement. The Senior Lender will not assign the Senior Loan Documents or any portion thereof without first obtaining from the assignee a written acknowledgement that the assignment is subject to the terms of this Agreement.

17. CREDITOR PROCEEDINGS

The parties hereto acknowledge and agree that the Senior Lender and the Subordinate Lender have no commonality of interests between them such that (i) they ought not be classified in the same class in any restructuring proceeding; and (ii) the parties will take all reasonable steps to ensure they are not classified in the same class in any restructuring proceeding. If they are classified in the same class, the Subordinate Lender covenants and agrees to vote in such class in a manner consistent with the provisions of this Agreement.

Upon the commencement of a Creditor Proceeding, the Subordinate Lender agrees not to take any action or vote in any way inconsistent with this Agreement so as to contest (i) the validity or enforcement of any of the Senior Loan Documents, (ii) the priority of the Senior Loan Documents, and (iii) the rights of the Senior Lender and duties of the Subordinate Lender.

18. RESTRICTION ON SUBROGATION

The Subordinate Lender shall not exercise any rights which it may acquire by way of subrogation or contribution under this Agreement until such time as the Senior Loan has been paid, performed, indefeasibly satisfied in full and cancelled. If any amount is paid to the Subordinate Lender on account of such subrogation or contribution rights prior to such time, such amount shall be held in trust by the Subordinate Lender for the benefit of the Senior Lender and shall be promptly paid to the Senior Lender.

19. SENIOR LENDER NOTICES

The Senior Lender will endeavor to deliver to the Subordinate Lender copies of any notices of default which it gives to the Obligors at the same time as it delivers such notices to the Obligors. The Senior Lender will incur no liability whatsoever, nor will any of its rights be affected by the failure to deliver notice of default to the Subordinate Lender.

20. AGREEMENT BY OBLIGORS

The Obligors consent to the exchange between the Senior Lender and the Subordinate Lender of any information relating to the Obligors, the Charged Property, the Senior Loan, the Senior Loan Documents, the Subordinate Loan and the Subordinate Loan Documents, accept and agree to be bound by this Agreement and agree not to make to the Subordinate Lender payments not authorized in this Agreement.

21. ENUREMENT

This Agreement will be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

22. NOTICE

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

(i) If to the Subordinate Lender, addressed as follows:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile Number: (604) 662-3356

(ii) If to the Senior Lender, addressed as follows:

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile Number: (604) 662-3356

or to such other address or number as a party may from time to time direct in writing.

(b) Any such notice, (i) if delivered personally, shall be deemed to be delivered on the date of delivery thereof, (ii) if transmitted by facsimile or other electronic transmission prior to 4:00 p.m. on any Business Day shall be deemed to have been delivered on the date of transmission and if delivered by facsimile transmission after 4:00 p.m. on any Business Day shall be deemed to have been delivered on the next following Business Day or (iii) if mailed

as aforesaid, the 4th Business Day following the date of mailing. For the purposes hereof, personal delivery, including delivery by way of a courier service, shall be made by delivery to an officer, director or responsible employee of the party for whom it is intended at its address set out above. If on the date of mailing or on or before such 4th Business Day thereafter there is a general interruption in the operation of postal service in Canada, notices shall be delivered personally or by facsimile transmission.

A "**Business Day**" is a day, excluding Saturdays, Sundays and statutory holidays on which the offices of the Senior Lender and Subordinate Lender are open for commercial business in Toronto, Ontario.

(c) Each party may, from time to time, change its address or stipulate an address different from the address set out above by giving notice thereof to each other party in the manner provided in this Section.

23. HEADINGS

All headings in this Agreement are inserted only for convenience of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

24. REGISTRATION

This Agreement shall not be registered on title to the Lands.

25. NO PARTNERSHIP

Nothing contained in this Agreement, no action taken pursuant hereto, nor the co-ownership of the Debenture by the Senior Lender and the Subordinate Lender, will be deemed to constitute the Senior Lender and the Subordinate Lender a partnership, association, joint venture or other entity.

26. AMENDMENT AND RESTATEMENT

The parties acknowledge and agree that this Agreement amends and restates the Original Priority Agreement in its entirety as of the date hereof. All rights and obligations of each of the parties arising or accruing under the Original Priority Agreement in respect of the period prior to the date hereof remain in full force and effect. All references to the Original Priority Agreement in any documents shall be deemed to refer to such agreement, as amended and restated by this Agreement.

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the matters herein contained and there are no other representations, warranties, covenants or collateral agreements between the parties in connection therewith other than as expressly herein provided.

28. GOVERNING LAW AND ATTORNMENT

This Agreement and all matters arising under it will be construed in accordance with the laws of Ontario. The parties to this Agreement each hereby attorns and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Ontario and the courts of

the Province of Ontario shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the parties to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

29. COUNTERPART

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the same date as this Agreement. This Agreement shall be considered properly executed by any party if executed and transmitted by facsimile and/or electronic transmission to the other parties.

[Signature pages follow]

IN WITNESS WHEREOF the parties have executed this Agreement.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Subordinate Lender

By: _____
Name: Robert Dyck
Title: ED & Country Manager

By: _____
Name: David Lay
Title: AVP

I/We have the authority to bind the above.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Senior Lender

By: _____
Name: Robert Dyck
Title: ED & Country Manager

By: _____
Name: David Lay
Title: AVP

I/We have the authority to bind the above.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have the authority to bind the above.

IN WITNESS WHEREOF the parties have executed this Agreement.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Subordinate Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the above.

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Senior Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the above.

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: 
Name: Michael Butler
Title: President

By: _____
Name:
Title:

I/We have the authority to bind the above.

Acknowledged by the undersigned this 30th day of September, 2022.

GUARANTOR:

Witness:





Michael Butler

Name: Louis Gasbarre

SCHEDULE "A"

LANDS

1478-1496 Kingston Road, Toronto, Ontario

PIN 06463-0015 (LT)

PCL 7-1, SEC M588 ; LTS 7, 8 & 9, PL M588 , T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON ; SCARBOROUGH , CITY OF TORONTO

This is Exhibit “Z” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PRIORITY AGREEMENT

(1478-1496 Kingston Road, Toronto)

THIS AGREEMENT is dated as of May 13, 2022.

BETWEEN:

WESTMOUNT GUARANTEE SERVICES INC.

(hereinafter called "**Westmount**")

- and -

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

(hereinafter called the "**Agent**")

- and –

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

(hereinafter called the "**Mezzanine Lender**" and together with the Agent, collectively, the "**Senior Lenders**")

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP., and NOVA RIDGE (MANDERLEY) GP CORP.

(hereinafter collectively called the "**Principal**").

WHEREAS

1. The Principal obtained financing pursuant to a credit agreement with, *inter alia*, the Agent, as administrative agent for and on behalf of the lenders party thereto, dated as of May 13, 2022 as the same may be further amended (the "**Construction Credit Agreement**") and pursuant to a credit agreement with the Mezzanine Lender, as lender, dated as of May 13, 2022 (the "**Mezzanine Credit Agreement**") and together with the Construction Credit Agreement, the "**Credit Agreements**");

2. Pursuant to the Credit Agreements, the Principal has executed and delivered certain security to the Senior Lenders, including without limitation a Charge/Mortgage in the principal amount of $100,000,000.00 (the "**Senior Charge**") and certain other security (with all present and future security granted by the Principal to the Agent and/or the Mezzanine Lender, as applicable, in respect of the Project (as hereinafter defined) collectively referred to herein as the "**Senior Security**").

3. The Senior Charge was registered in the Land Registry Office for the Land Titles Division of Toronto (No. 80) on May 10, 2022 as Instrument No. AT6074624 against the lands described in Appendix "A" hereto (the "**Property**");

4. Westmount has provided a Tarion Bond and Excess Condominium Deposit Insurance facilities in connection with the Principal's proposed development of an 11-storey, 198-unit residential condominium building known as "The Manderley" or "The Manderley Condominium" with approximately 134,393 square feet of gross floor area, including 4,284 square feet of commercial space at grade, (the "**Project**") on the Property.

5. Nova Ridge Manderley GP Corp. has entered into a deposit trust agreement dated as of July 7, 2020 (the "**Deposit Trust Agreement**") with Westmount and Harris, Sheaffer LLP, Barristers & Solicitors, as escrow agent, in connection with deposit monies received from time to time from purchasers of condominium units in the Project and accrued interest thereon (the "**Deposit Monies**").

6. By a mortgage (the "**Westmount Mortgage**") made between the Principal as mortgagor and Westmount as mortgagee, which Westmount Mortgage was registered on May 13, 2022 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) as Instrument No..AT 6077906, the Principal did mortgage the Property to Westmount to secure payment of the sum of $34,000,000 and interest as set out in the Westmount Mortgage.

7. The Principal has granted to Westmount, pursuant to the provisions of the Westmount Mortgage and the Deposit Trust Agreement, security interests in certain of its personal property, including the Deposit Monies (all present and future security granted by the Principal to Westmount in respect of the Project, including such security pursuant to the Westmount Mortgage and the Deposit Trust Agreement, hereinafter collectively referred to as the "**Westmount Security**").

8. The parties hereto wish to record their agreement as to the priorities of the Senior Security and the Westmount Security.

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

(a) The Senior Charge and all amounts secured thereby (including all costs, charges and fees and expenses incurred by the Senior Lenders (or any of them), or any agent, receiver or receiver and manager appointed by the Senior Lenders (or any of them), in connection therewith and including any advances made under the Credit Agreements in respect of the Project, plus interest thereunder and any protective disbursements, cost overruns and/or debt servicing or purchaser deposit shortfalls secured thereby, and including any Replacement Charge (as defined in the Credit Agreements)) shall be an encumbrance upon the Property prior to the Westmount Mortgage, and Westmount hereby postpones and subordinates all of its rights and interests under Westmount Mortgage to the Senior Charge, to all amounts secured thereby (including all costs, charges, fees and expenses incurred by the Senior Lenders (or any of them), or any agent, receiver or receiver and manager appointed by the Senior Lenders (or any of them), in connection therewith) and all advances made thereunder to the extent

noted above and to all interest accruing thereunder and secured thereby. In order to give effect to this postponement and subordination, Westmount releases to the Senior Lenders all of its rights and claims to priority with respect to Westmount Mortgage to the extent noted above.

(b) Subject to the provisions of paragraph (a) above in respect of the Senior Charge and Westmount Mortgage, the Westmount Security shall at all times be postponed to and rank subordinate to the Senior Security, except in respect of the Deposit Monies, in respect of which the Westmount Security shall have priority over the Senior Security (in the case of the Deposit Monies, for only so long as, and to the extent that, such Deposit Monies shall remain in trust pursuant to the provisions of the Deposit Trust Agreement. For such purposes the Senior Lenders hereby subordinate the Senior Security, including all registrations made under the Personal Property Security Act in respect thereof).

(c) The above postponements and subordinations shall apply notwithstanding the respective dates of execution and registration of any of the Senior Security or Westmount Security, the date of attachment or perfection of any security interest granted thereby, the date of any advance, the date of any default, or any other matter. Each of the parties hereto agrees that it shall not claim against the other the benefit of any charge, mortgage, security interest, trust or other claim which would affect the priorities set out herein.

(d) Westmount hereby confirms that notwithstanding any provision to the contrary in any of the Westmount Security, the security provided by the Westmount Security over the Property and other assets of the Principal in any way related to the Project (including without limitation, the Deposit Monies) shall not secure any indebtedness, liability or obligation of the Principal except in respect of the Project, while any amounts under the Senior Security remain unpaid.

(e) Westmount and the Senior Lenders consent to the granting of the security by the Principal referred to herein, and shall at all times and from time to time execute and deliver to the other all such further documents, agreements or other assurances as may be necessary to give effect to this agreement and to carry out the intent hereof.

(f) Nothing herein shall affect the rights of Westmount and the Senior Lenders (or any of them) respectively against the Principal. The provisions of this agreement shall enure to the benefit of and be binding upon the Senior Lenders and Westmount and their respective successors and assigns, and shall be interpreted and construed according to the laws of the Province of Ontario.

(g) Westmount hereby covenants, agrees and undertakes to and with the Senior Lenders to:

(i) execute and deliver any usual documentation required in connection with the development and registration of the Property as a condominium; and

(ii) deliver without payment therefore, and whether or not the Westmount Security is in default, partial discharges of units comprising the Westmount Security in respect of condominium units (and their appurtenant common

interests) which have been sold and transferred to the respective unit purchasers (or to whomever such unit purchasers may direct title in writing), provided that the net sale proceeds of all discharged units are paid to the Senior Lenders to repay their loans to the Principal.

(h) Westmount hereby covenants and agrees that from and after the date hereof, to and until the date of repayment of the outstanding indebtedness secured under the Senior Security and the complete discharge thereof (which period of time is hereinafter referred to as the "**Standstill Period**"), Westmount shall not take, direct, initiate, pursue or otherwise participate in (either directly or indirectly) any collection, realization or enforcement proceedings or remedies against (or otherwise affecting) the Principal (nor against any party or parties who may be entitled to claim contribution or indemnity against the Principal), nor against the Property (or any portion thereof), nor against any chattels, fixtures, rents, leases and/or other personal property situate upon, within, or affixed to, or otherwise relating to the Property, as a result of any breach, default or non-compliance with any covenants, conditions, representations, warranties, terms and/or provisions of the Westmount Mortgage (or any portion thereof), save and except any enforcement proceedings or remedies first approved of in writing by the Senior Lenders, which approval may not be unreasonably withheld. For greater clarity (but without limiting the foregoing), Westmount agrees during the Standstill Period it will not accept or demand payments from the Principal in respect of any payments of interest, principal fees or otherwise under the Westmount Mortgage, save and except for payment of renewal fees and premiums in the normal course pursuant to the Deposit Trust Agreement and / or related commitment letters, and reasonable legal fees and disbursements incurred by Westmount in connection therewith and the Project, the payment of which by the Principal is specifically acknowledged and accepted by the Senior Lenders (and provided that in the case of any default by the Principal under the Senior Security which has not been remedied or rectified, such renewal fees and premiums owing to Westmount, and all reasonable legal fees and disbursements so incurred by Westmount in connection therewith and the Project, shall be funded only out of Deposit Monies or to the extent of, net sale proceeds from any condominium units arising after the payment in full of all amounts owing to the Senior Lenders).

(i) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed that:

(i) the foregoing covenant of Westmount to forbear and stand still during and throughout the Standstill Period shall only be binding and enforceable against Westmount so long as ninety (90) days have not passed at any time after default of the Principal under the Senior Security and prior to completion of the Project without (a) the Lenders making advances in order to fund the development, construction and completion of the Project, and (b) in the event of the enforcement of the Senior Security as a result of default of the Principal, the Senior Lenders continuing to take all reasonable steps to complete the Project in substantial conformity with the approved plans and specifications by the Senior Lenders and Westmount, and to thereafter honour all existing agreements of purchase and sale with (and correspondingly transferring title to) the respective unit purchasers for whom Westmount has insured their Deposit Monies (or to whomsoever

such unit purchasers may direct in writing), but excluding those unit purchasers whose agreements have been terminated because of a fundamental breach of contract committed by them; and

(ii) nothing contained herein shall prevent Westmount from filing a proof of claim in (or otherwise participating in) any bankruptcy or insolvency proceedings initiated by any other creditor (or by the Principal itself) against the Principal or the estate of the Principal or taking action under the indemnity agreement dated May 6, 2022 against any indemnitors set out therein other than the Principal in the event of default under the Westmount Security.

(j) This agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument. Executed counterparts of this agreement transmitted by facsimile transmission or by electronic transmission in .pdf format (or other electronic format) shall be deemed to be originals. Any electronic signature to this agreement shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement.

WESTMOUNT GUARANTEE SERVICES INC.

By: 

Name: Marlon Brown
Title: Authorized Signing Officer

By: _____

Name:
Title:
I/We have authority to bind the Corporation.

UNITED OVERSEAS BANK LIMITED,
Vancouver Branch, as Agent

By: _____
Name: Robert Dyck
Title: ED & Country Manager

By: _____
Name: David Lay
Title: AVP

I/We have the authority to bind the above.

UNITED OVERSEAS BANK LIMITED,
Vancouver Branch, as Mezzanine Lender

By: _____
Name: Robert Dyck
Title: ED & Country Manager

By: _____
Name: David Lay
Title: AVP

I/We have the authority to bind the above.

(PRINCIPAL)

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name: Michael Butler
Title: President

I have the authority to bind the corporation

NOVA RIDGE (MANDERLEY) GP CORP.

By: _____
Name: Michael Butler
Title: President

I have the authority to bind the corporation

(GUARANTOR)

Witness :

_____ _____
Michael Butler Louis Gasbarre

APPENDIX "A"

Legal Description of the Property

1478-1496 Kingston Road, Toronto

PIN 06463-0015 (LT)

PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO

This is Exhibit “AA” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Ontario ServiceOntario

LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY ID

77159-0121 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO R

PROPERTY DESCRIPTION: UNIT 17, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 3159 AND ITS APPURTENANT INTEREST; SUBJEC
SCHEDULE A AS IN AT6981012; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
CONDOMINIUM FROM 06463-0015

OWNERS' NAMES	CAPACITY	SHARE
NOVA RIDGE (MANDERLEY) GP CORP.	GPAR	
NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP	FIRM	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2026/01/07 ***				
LT482035	1950/07/27	NOTICE AGREEMENT		
A256117	1968/12/03	BYLAW		
66BA2333	1987/07/16	PLAN BOUNDRIES ACT		
	REMARKS: D906; C396998			
AT5318570	2019/12/12	NOTICE	$2	CITY OF TORONTO
	REMARKS: SITE PLAN			
AT5666922	2021/03/02	CERTIFICATE		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS
	REMARKS: CERTIFICATE OF REQUIREMENT			
AT5769347	2021/06/16	TRANSFER EASEMENT	$2	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT6074624	2022/05/10	CHARGE PARTNERSHIP	$100,000,000	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT6077906	2022/05/13	CHARGE PARTNERSHIP	$34,000,000	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT6592811	2024/06/13	NOTICE	$2	CITY OF TORONTO
AT6779071	2025/03/18	TRANSFER EASEMENT	$1	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT6825638	2025/05/29	TRANSFER EASEMENT	$2	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT6825639	2025/05/29	POSTPONEMENT		UNITED OVERSEAS BANK LIMITED

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM
	REMARKS: AT6074624 TO AT6825638.			
AT6825640	2025/05/29	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.
	REMARKS: AT6077906 TO AT6825638.			
AT6842509	2025/06/19	TRANSFER EASEMENT	$2	NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
TCP3159	2026/01/06	STANDARD CONDO PLN		
AT6981012	2026/01/06	CONDO DECLARATION		NOVA RIDGE (MANDERLEY) GP CORP. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
AT7002116	2026/02/04	LR'S ORDER		LAND REGISTRAR, TORONTO LAND REGISTRY OFFICE
	REMARKS: AMENDS OWNERSHIP			
AT7003559	2026/02/06	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 3159
AT7003561	2026/02/06	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 3159
AT7003567	2026/02/06	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 3159
AT7053542	2026/04/30	CONSTRUCTION LIEN	$108,081	ULTIMATE FIRE PROTECTION LTD.
AT7081574	2026/06/09	CONSTRUCTION LIEN	$8,401,086	WILKINSON MANDERLEY INC.
AT7082248	2026/06/09	CONSTRUCTION LIEN	$615,779	NEKISON ENGINEERING & CONTRACTORS LIMITED

This is Exhibit “BB” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	McCarthy Tetrault LLP (Corporate Search)
Reference :	1576
Docket :	207511-546361
Search ID :	1081303
Date Processed :	4/23/2026 9:17:06 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
Search Type :	Business Debtor

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 6 PAGES.

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

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

00 FILE NUMBER : 765775854 EXPIRY DATE : 15SEP 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20200915 1656 1590 1621 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.
OCN :
04 ADDRESS : SUITE 401, 70 THE ESPLANADE
CITY : TORONTO PROV: ON POSTAL CODE: M5E 1R2
05 IND DOB : IND NAME:
06 BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
OCN :
07 ADDRESS : SUITE 401, 70 THE ESPLANADE
CITY : TORONTO PROV: ON POSTAL CODE: M5E 1R2

08 SECURED PARTY/LIEN CLAIMANT :
WESTMOUNT GUARANTEE SERVICES INC. AS ADMINISTRATIVE AGENT FOR THE
09 ADDRESS : SUITE 205, 600 COCHRANE DRIVE
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 5K3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 SECURITY INTEREST IN THOSE ITEMS SET OUT IN A DEPOSIT TRUST AGREEMENT
14 DATED JULY 7, 2020 WITH RESPECT TO THE PROJECT KNOWN AS THE MANDERLEY
15 CONDOMINIUMS LOCATED AT 1478-1496 KINGSTON ROAD, TORONTO, ONTARIO.
16 AGENT: HARRIS SHEAFFER LLP (GHH/LT - MATTER NO. 200482)
17 ADDRESS : 610-4100 YONGE STREET
CITY : TORONTO PROV: ON POSTAL CODE: M2P 2B5

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

00 FILE NUMBER : 765775854 EXPIRY DATE : 15SEP 2030 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20200915 1656 1590 1621 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
SURETY
09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

00 FILE NUMBER : 773447499 EXPIRY DATE : 14JUN 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20210614 1142 9234 7517 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
OCN :
04 ADDRESS : 250 MERTON STREET, SUITE 409
CITY : TORONTO PROV: ON POSTAL CODE: M4S 1B1
05 IND DOB : IND NAME:
06 BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.
OCN :
07 ADDRESS : 250 MERTON STREET, SUITE 409
CITY : TORONTO PROV: ON POSTAL CODE: M4S 1B1

08 SECURED PARTY/LIEN CLAIMANT :
UNITED OVERSEAS BANK LIMITED
09 ADDRESS : 650 WEST GEORGIA STREET, SUITE 2400,
CITY : VANCOUVER PROV: BC POSTAL CODE: V6B 4N9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14 WHICH ARISES SOLELY AND EXCLUSIVELY FROM, PERTAINS SOLELY AND
15 EXCLUSIVELY TO, IS LOCATED ON, OR IS USED SOLELY AND EXCLUSIVELY IN
16 AGENT: MCCARTHY TETRAULT LLP (O. AUSTIN)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 4 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

00 FILE NUMBER : 773447499 EXPIRY DATE : 14JUN 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20210614 1142 9234 7517 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : P.O. BOX 11616
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 THE OPERATION AND MAINTENANCE OF THE LANDS AND PREMISES MUNICIPALLY
14 KNOWN AS 1478-1496 KINGSTON ROAD, TORONTO, ONTARIO AND LEGALLY
15 DESCRIBED IN PIN 06463-0015 (LT)
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 2 ENQUIRY PAGE : 5 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
FILE NUMBER 773447499
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20220510 1718 1590 1794
21 REFERENCE FILE NUMBER : 773447499
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
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14
15
16 NAME : MCCARTHY TETRAULT LLP (L. ALFORD)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1E6

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

FILE CURRENCY: April 22, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 2 ENQUIRY PAGE : 6 OF 6

SEARCH : BD : NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
FILE NUMBER 773447499
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241218 1134 1590 1042
21 REFERENCE FILE NUMBER : 773447499
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 2 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : MCCARTHY TETRAULT LLP (L. ALFORD)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1E6
LAST SCREEN

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	McCarthy Tetrault LLP (Corporate Search)
Reference :	1576
Docket :	207511-546361
Search ID :	1084572
Date Processed :	5/15/2026 11:20:50 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	Nova Ridge (Manderley) GP Corp.
Search Type :	Business Debtor

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

RESPONSE CONTAINS: APPROXIMATELY 3 FAMILIES and 12 PAGES.

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: P PPSA REG PERIOD: 01
02 IND DOB : IND NAME:
03 BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.
OCN :
04 ADDRESS : 250 MERTON STREET, SUITE 409
CITY : TORONTO PROV: ON POSTAL CODE: M4S 1B1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
THE BRICK WAREHOUSE LP
09 ADDRESS : 16904-137 AVENUE NW
CITY : EDMONTON PROV: AB POSTAL CODE: T5V 0C8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 890000
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 PURCHASE MONEY SECURITY INTEREST - PMSI REGISTRATION FOR VALUE
14 RECEIVED, NOVA RIDGE (MANDERLEY) GP CORP. GRANTS TO THE BRICK A
15 PURCHASE MONEY SECURITY INTEREST IN ALL INVENTORY AND ALL EQUIPMENT
16 AGENT: CANADA LEGAL REFERRAL
17 ADDRESS : 250-2300 STEELES AVE W
CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 5X6

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 002 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 AND OTHER TANGIBLE PERSONAL PROPERTY PURCHASED ACQUIRED OR OTHERWISE
14 OBTAINED FROM THE SECURED PARTY AND ALL PROCEEDS THEREFROM TOGETHER
15 WITH SUBSTITUTIONS OR REPLACEMENTS THEREOF. THIS AGREEMENT INCLUDES
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 3 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 003 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 194 FBRG1224 FRIGIDAIRE 24" FRIDGE/BOTTOM FREEZER, STAINLESS LOOK,
14 194 CFEF2422RS FRIGIDAIRE 24" SLIDE IN GLASS TOP RANGE, STAINLESS,
15 194 FFCD2418US FRIGIDAIRE BUILT-IIN DISHWASHER, STAINLESS, 194
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 4 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 004 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 UMV1422US FRIGIDAIRE 24" OVER THE RANGE MICROWAVE-HOOD, 194
14 FLCE752CAW FRIGIDAIRE 27" FULL SIZE ONE-PIECE STACKED LAUNDRY, 194
15 INSTALDW INSTALLATION OF DISHWASHER, 194 INSTALMW INSTALLATION OF
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 5 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 005 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 MICRO/HOOD, 194 INSTALWD INSTALLATION OF LAUNDRY AND ALL ASSOCIATED
14 PARTS AND ACCESSORIES AS SUPPLIED FROM THE BRICK PRODUCT LINE FROM
15 TIME TO TIME (THE COLLATERAL), TOGETHER WITH ALL ADDITIONS, TRADE
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 6 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 517209777 EXPIRY DATE : 11JUN 2026 STATUS :
01 CAUTION FILING : PAGE : 006 OF 6 MV SCHEDULE ATTACHED :
REG NUM : 20250611 1507 9229 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
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12
GENERAL COLLATERAL DESCRIPTION
13 INS, OR ACCESSORIES THERETO AND ANY SUBSTITUTIONS OR REPLACEMENTS
14 THEREOF AS PER THE AGREEMENT BETWEEN THE PARTIES. SECURED AMOUNT $
15 896,000.00 INCLUDING HST.
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 7 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 765775854 EXPIRY DATE : 15SEP 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20200915 1656 1590 1621 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.
OCN :
04 ADDRESS : SUITE 401, 70 THE ESPLANADE
CITY : TORONTO PROV: ON POSTAL CODE: M5E 1R2
05 IND DOB : IND NAME:
06 BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
OCN :
07 ADDRESS : SUITE 401, 70 THE ESPLANADE
CITY : TORONTO PROV: ON POSTAL CODE: M5E 1R2

08 SECURED PARTY/LIEN CLAIMANT :
WESTMOUNT GUARANTEE SERVICES INC. AS ADMINISTRATIVE AGENT FOR THE
09 ADDRESS : SUITE 205, 600 COCHRANE DRIVE
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 5K3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 SECURITY INTEREST IN THOSE ITEMS SET OUT IN A DEPOSIT TRUST AGREEMENT
14 DATED JULY 7, 2020 WITH RESPECT TO THE PROJECT KNOWN AS THE MANDERLEY
15 CONDOMINIUMS LOCATED AT 1478-1496 KINGSTON ROAD, TORONTO, ONTARIO.
16 AGENT: HARRIS SHEAFFER LLP (GHH/LT - MATTER NO. 200482)
17 ADDRESS : 610-4100 YONGE STREET
CITY : TORONTO PROV: ON POSTAL CODE: M2P 2B5

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 8 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 765775854 EXPIRY DATE : 15SEP 2030 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20200915 1656 1590 1621 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

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

END OF FAMILY

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 9 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 773447499 EXPIRY DATE : 14JUN 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20210614 1142 9234 7517 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP
OCN :
04 ADDRESS : 250 MERTON STREET, SUITE 409
CITY : TORONTO PROV: ON POSTAL CODE: M4S 1B1
05 IND DOB : IND NAME:
06 BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.
OCN :
07 ADDRESS : 250 MERTON STREET, SUITE 409
CITY : TORONTO PROV: ON POSTAL CODE: M4S 1B1

08 SECURED PARTY/LIEN CLAIMANT :
UNITED OVERSEAS BANK LIMITED
09 ADDRESS : 650 WEST GEORGIA STREET, SUITE 2400,
CITY : VANCOUVER PROV: BC POSTAL CODE: V6B 4N9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
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12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14 WHICH ARISES SOLELY AND EXCLUSIVELY FROM, PERTAINS SOLELY AND
15 EXCLUSIVELY TO, IS LOCATED ON, OR IS USED SOLELY AND EXCLUSIVELY IN
16 AGENT: MCCARTHY TETRAULT LLP (O. AUSTIN)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 10 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.

00 FILE NUMBER : 773447499 EXPIRY DATE : 14JUN 2029 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20210614 1142 9234 7517 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : P.O. BOX 11616
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 THE OPERATION AND MAINTENANCE OF THE LANDS AND PREMISES MUNICIPALLY
14 KNOWN AS 1478-1496 KINGSTON ROAD, TORONTO, ONTARIO AND LEGALLY
15 DESCRIBED IN PIN 06463-0015 (LT)
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 3 ENQUIRY PAGE : 11 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.
FILE NUMBER 773447499
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20220510 1718 1590 1794
21 REFERENCE FILE NUMBER : 773447499
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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16 NAME : MCCARTHY TETRAULT LLP (L. ALFORD)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1E6

CONTINUED

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Nova Ridge (Manderley) GP Corp.

FILE CURRENCY: May 14, 2026

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 3 ENQUIRY PAGE : 12 OF 12

SEARCH : BD : NOVA RIDGE (MANDERLEY) GP CORP.
FILE NUMBER 773447499
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20241218 1134 1590 1042
21 REFERENCE FILE NUMBER : 773447499
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 2 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: NOVA RIDGE (MANDERLEY) GP CORP.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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15
16 NAME : MCCARTHY TETRAULT LLP (L. ALFORD)
17 ADDRESS : 5300-TORONTO DOMINION BANK TOWER
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1E6
LAST SCREEN

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

This is Exhibit “CC” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

FORBEARANCE AND CREDIT AMENDING AGREEMENT

This Agreement is made as of February 1, 2026 (the "**Effective Date**") among United Overseas Bank Limited (the "**Agent**"), the financial institutions from time to time parties to the Credit Agreement as lenders (the "**Lenders**"), Nova Ridge (Manderley) Limited Partnership (the "**Borrower**"), together with Michael Butler (the "**Guarantor**") and Eamonn McConnell, Mark Woolgar, and Hawk Communications Corp. (collectively, the "**Share Pledgors**").

RECITALS:

A. The Borrower is indebted to the Agent and Lenders as set out in Section 4 hereof, including pursuant to the credit agreement among the Agent, the Lenders, the Borrower and Guarantor, dated May 13, 2022, as amended by amending agreements dated as of September 30, 2022, December 19, 2024, September 30, 2025, and December 31, 2025 (as may be further amended, restated, supplemented and/or modified from time to time, collectively, the "**Credit Agreement**").

B. The Borrower's liabilities and obligations under the Credit Agreement are guaranteed by the Guarantor for 100% of the Obligations, plus all interest thereon and expenses and costs, pursuant to a Guarantee from the Guarantor in favour of the Agent, dated May 18, 2022 (the "**Guarantee**").

C. The Borrower's liabilities and obligations under the Credit Agreement are also guaranteed by the Share Pledgors for 100% of the Obligations, plus all interest thereon and expenses and costs, pursuant to a limited recourse guarantee from the Share Pledgors in favour of the Agent, dated May 18, 2022 (the "**Share Pledgors Guarantee**"), which guarantee is secured by a share pledge agreement dated as of the same date (the "**Share Pledge**").

D. The Borrower has granted security to and in favour of the Agent to secure payment and performance of the Obligations of the Borrower to the Agent and Lenders (including the indebtedness and liabilities of the Borrower pursuant to the Credit Agreement).

E. Events of Default have occurred and are continuing pursuant to the Credit Agreement as a result of, among other things, the failure of the Borrower to repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facilities on or before the Maturity Date, including, without limitation, the outstanding principal, interest amounts and fees accrued as of March 12, 2026 which are set out in Schedule A hereto (collectively, the "**Specified Events of Default**").

F. The Borrower and the Guarantor have requested that the Agent forbear from exercising the enforcement remedies available to it under the Loan Documents and otherwise at law (collectively, the "**Remedies**") during the Forbearance Period.

G. The Agent hereby agrees to forbear from exercising its Remedies subject to and in accordance with the following terms and conditions.

In consideration of the forbearance, the payments provided for hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. Defined Terms

Capitalized terms used in this Agreement (including the recitals hereto) that are not defined herein have the meanings given to them in the Credit Agreement. In addition, unless the context otherwise requires, the following terms shall have the following meanings:

(a) "**Agreement**" means this Forbearance Agreement, including the schedules, Preamble and Recitals to this Agreement, as it or they may be amended, restated, replaced or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

(b) "**Claims**" has the meaning set forth in Section 9 hereof.

(c) "**Forbearance Condition**" means any of the covenants and conditions set forth in **Section 5** of this Agreement.

(d) "**Forbearance Period**" has the meaning set forth in **Section 5** hereof.

(e) "**Indebtedness**" has the meaning set forth in **Section 4(a)** hereof.

(f) "**Party**" means the Agent, the Lenders, the Borrower, the Guarantor, the Share Pledgors, and any reference to a Party includes its successors, heirs, estate trustees and permitted assigns.

(g) "**Termination Event**" means any of the events set forth in **Section 7** of this Agreement.

2. Extended Meanings

In this Agreement, words importing the singular number only include the plural and *vice versa*. The term "including" means "including without limiting the generality of the foregoing". All references to dollars or "$" in this Agreement mean Canadian dollars unless otherwise specified.

3. Amendments

The Parties hereto confirm, acknowledge and agree that the unadvanced portion of the Construction Facility is hereby fully and irrevocably cancelled and the Credit Agreement is deemed amended so as to reduce the Construction Facility Commitment to the principal amount currently outstanding under the Construction Facility.

4. Confirmations

The Borrower, the Guarantor, and the Share Pledgors hereby confirm, acknowledge and agree to and with the Agent and Lenders as follows:

(a) All of the indebtedness of the Borrower to the Agent and Lenders pursuant to the Loan Documents, including the outstanding principal amount of Loans outstanding under the Credit Agreement from time to time, together with all accrued and unpaid interest, fees, expenses and other amounts payable by the Borrower to the Agent and/or Lenders pursuant to the Loan Documents (collectively, the "**Indebtedness**") are Obligations secured by the Security, and shall be paid by the Borrower to the Agent and/or Lenders in accordance with the terms of the Credit Agreement free

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and clear of any set-off, counterclaim, deduction or defense of any kind whatsoever. Interest on Indebtedness shall continue to accrue in accordance with the Credit Agreement during the Forbearance Period.

(b) Each of the Loan Documents is legal, valid and binding against each Obligor, as applicable, and is enforceable in accordance with its terms.

(c) The Indebtedness, the Obligations, the liabilities owing by the Borrower under the Credit Agreement and the liabilities owing by the Borrower under this Agreement, are secured by the Security.

(d) Events of Default have occurred and are continuing pursuant to the Loan Documents as a result of, among other things, the Specified Events of Default. As a result of the Specified Events of Default, the Agent is entitled to exercise its Remedies.

(e) The Guarantor hereby acknowledges and confirms that its guarantee of the Obligations, including the Indebtedness, on the terms of the Guarantee, are acknowledged, continuing and unaffected by the provisions of this Agreement.

(f) The Share Pledgors hereby acknowledge and confirm that their guarantee of the Obligations, including the Indebtedness, on the terms of the Shared Pledgors Guarantee, as secured by the Share Pledge, are acknowledged, continuing and unaffected by the provisions of this Agreement.

(g) The Borrower, the Guarantor, and the Share Pledgors agree and acknowledge that the Recitals to this Agreement are true and correct and shall form a part of this Agreement.

(h) The Maturity Date of the Credit Facilities was and remains January 31, 2026, the Specified Events of Default remain outstanding and have not been waived or cured, and the Agent has reserved all of its rights and remedies (including, but not limited to, the Remedies), with respect to the Specified Events of Default as well as any other known or unknown defaults or Events of Default committed by the Obligors or any of them under the Credit Agreement and other Loan Documents.

(i) The Obligors do not dispute their liability to repay any of the Indebtedness and Obligations, on any basis, and hereby confirm that they do not have any right of set-off, damages, recoupment, or other offset, or any defence, claim, or counter-claim with respect to the Indebtedness, the Obligations or the Loan Documents.

(j) The Obligors acknowledge having been advised by the Agent in writing prior to the date hereof of the events that resulted in the Specified Events of Default and hereby, jointly and severally, waive the requirement for any further demand or notice with respect to the Specified Events of Default.

(k) All terms and conditions of the Loan Documents shall continue in full force and effect, save and except as amended by this Agreement, and to the extent that any provision thereof is inconsistent with this Agreement, this Agreement shall prevail.

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5. Forbearance

Notwithstanding the Specified Events of Default, the Agent hereby agrees to forbear from exercising its Remedies against the Borrower and the Guarantor until the earlier of: (i) April 17, 2026 or (ii) the occurrence of a Termination Event (the "**Forbearance Period**"), provided that the Borrower covenants and agrees to observe and be bound by the conditions set out below (collectively, the "**Forbearance Conditions**"):

(a) On or prior to the Effective Date, the Borrower must have paid, from cash equity sources, all of the accrued and outstanding interest on the Loan, and any future interest payments shall be made from cash equity sources or Net Sale Proceeds.

(b) The Obligors hereby acknowledge and agree that the Agent may, in its sole discretion, both before and after the Forbearance Period, move to appoint a third-party financial advisor, consultant, trustee, receiver or any other Person appointed by the Agent (an "**Advisor**" and collectively, the "**Advisors**") at the sole cost and expense of the Borrower, to, without limitation: (i) monitor the financial position of and review any information and document related to the Obligors and the Project, including the purchase and sale agreements for units in the Project and all amendments thereto and GST/HST remittances; (ii) provide any report and advice as the Agent may require from time to time; and (iii) provide any advice to the Agent and/or manage and take charge of any matter regarding the restructuring of all or any part of the Credit Facilities. The Obligors agree to co-operate fully with such Advisor and provide such Advisor with all information and document reasonably requested by it or the Lender in connection with the foregoing. Without limiting the foregoing, the Obligors hereby acknowledge and agree to the appointment of Albert Gelman Inc. as Advisor. The Obligors further acknowledge and agree to Albert Gelman Inc. conducting a full audit of PSAs, flow of funds payable thereunder or any other Project accounting information that may be required to verify the sources and uses of historical or projected sale proceeds, at the cost of the Borrower, and the Obligors agree to cooperate fully and respond promptly to any and all requests from such Advisor. Failure to comply with this requirement shall constitute an immediate Event of Default without any cure period afforded to the Borrower. In connection with the foregoing:

(i) the Borrower shall pay be responsible for the costs of the services rendered by the Advisor, together with all reasonable expenses and disbursements of the Advisor, including legal fees (if required) (collectively, the "**Advisor Costs**");

(ii) the Borrower shall pay a retainer in the amount of $40,000 to the Agent concurrently with the execution of this Agreement to be applied to the payment of the Advisor Costs as and when incurred; and

(iii) the Borrower confirms that the Agent and/or Lenders may disclose information regarding the Obligors, whether or not such information is confidential, to any Advisor (including, without limitation, Adam Zeldin (azeldin@albertgelman.com) and/or any other representative of Albert Gelman Inc.) and shall not be liable for any such disclosure.

(c) The Borrower shall pay all Advisor Costs and, in addition to Advisor Costs, all invoices for professional fees, including but not limited to, legal fees, expenses or disbursements and all other costs and expenses including all applicable taxes (such

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fees, disbursements, costs and expenses hereafter referred to collectively as the "**Costs**") of the Agent after the date of this Agreement and relating to the Borrower and the Guarantor including, monitoring, advice and review of the Agent's security position, preparation and enforcement of this Agreement and all advice in connection therewith within ten (10) days of receipt of an invoice(s) from the Agent with respect to such Costs. To the extent such invoices are not paid by the Borrower or the Guarantor, the Agent may declare the Forbearance Period to be terminated and add such unpaid amounts to the Obligations which shall be secured by the Security and reserve its rights to terminate the Forbearance Agreement;

(d) Without limiting any of the Agent's rights set out in the Loan Documents, the Agent shall be entitled, on one (1) business day notice to the Borrower, to conduct or to engage third parties to conduct an appraisal, valuations, assessments or environmental assessment of the Property that is collateral subject to the Security, and all fees, costs, disbursements and taxes incurred by the Agent in connection with such appraisals, valuations, assessments or environmental assessments shall be promptly payable by the Borrower or Guarantor, and to the extent not paid, such amounts shall be added to the Obligations and secured by the Security;

(e) From and after the Effective Date, the Borrower and the Guarantor shall immediately notify the Agent in writing of any material adverse change in the business, financial condition of the Borrower or Guarantor or the Property, or the occurrence of any Event of Default or Termination Event, or any event which with notice or lapse of time or both would constitute an Event of Default or Termination Event.

6. Representations and Warranties

The Borrower and the Guarantor represent and warrant to the Agent, which representations and warranties shall survive the execution and delivery of this Agreement until the Obligations have been paid in full as follows:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the jurisdiction of its incorporation and has the power and authority and all government licenses, authorizations, consents, registrations and approvals required to own its assets, to conduct the business in which it is engaged and to enter into and perform its obligations under the Loan Documents;

(b) This Agreement has been duly authorized, executed and delivered by the Borrower, the Guarantor, and the Share Pledgors and constitutes a legal, valid and binding obligation of each of the foregoing enforceable in accordance with its terms; and

(c) Except for those representations and warranties that are expressly stated in the Loan Documents to be made as of the date thereof, each of the representations and warranties contained in each of the Loan Documents is true and accurate as if made on the date hereof.

7. Termination of Forbearance

Other than as may be consented to in writing by the Agent, in its sole discretion, the Forbearance Period shall terminate immediately upon the occurrence of any of the following "**Termination Events**":

(a) the occurrence of any Event of Default other than a Specified Event of Default;

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(b) failure of the Borrower, the Guarantor and/or any Share Pledgor to comply with any Forbearance Condition or any other term or condition set out in this Agreement;

(c) if the Borrower, the Guarantor and/or any Share Pledgor interferes with or fails to permit, cooperate or assist the Agent, any Advisor or other third parties engaged by the Agent, in conducting appraisals, valuations or assessments (including any environmental assessment) on any of the Borrower's or Guarantor' real or personal property that forms collateral subject to the Security;

(d) if any confirmation, representation or warranty given by the Borrower, the Guarantor and/or any Share Pledgor herein or in any Loan Documents is or becomes untrue;

(e) if the Borrower, the Guarantor and/or any Share Pledgor challenges in any manner the legality, validity, or enforceability of any Loan Documents or this Agreement or any security interest granted thereunder, including the Security, or challenges any of the liabilities or Obligations owing to the Agent (including the Indebtedness and/or the Obligations);

(f) if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the Borrower;

(g) if at any time the Borrower, the Guarantor and/or any Share Pledgor or a related or affiliated company consents to or makes a general assignment for the benefit of creditors, or makes a proposal under (or files a notice of intention to do so), or takes advantage of, any insolvency legislation, or take any corporate step in furtherance of the foregoing, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian, interim receiver, receiver or receiver and manager or other officer with similar powers is appointed with respect to the Borrower, the Guarantor and/or any Share Pledgor or a related or affiliated company or any of its respective property, or any step in furtherance of any of the foregoing is taken by the Borrower, the Guarantor and/or any Share Pledgor or a related or affiliated company, its respective directors or officers, affiliates or any third party;

(h) if the Borrower ceases or threatens to cease to carry on the business, or a substantial part thereof, in the ordinary course;

(i) if the Agent, in its sole and absolute discretion, determines that there is a material adverse change in the business, financial condition of the Borrower, the Guarantor and/or any Share Pledgor or its property; or

(j) if the Agent, in its sole and absolute discretion, determines that the value of any of the collateral granted as security in support of the Obligations is depreciating or the ability of the Borrower, the Guarantor and/or any Share Pledgor to fulfill its Obligations to the Agent is diminishing.

Each Termination Event shall be deemed an Event of Default pursuant to the Loan Documents. Upon the occurrence of a Termination Event, the Agent may declare the Forbearance Period to be terminated and the Agent shall be entitled immediately to exercise all rights and remedies (including the Remedies) under the Loan Documents, this Agreement or otherwise arising upon an Event of Default without further notice or delay, and the Borrower, the Guarantor and the Share Pledgors acknowledge that, to the extent permitted by law, all Obligations owing to the Agent shall be immediately due and payable without further notice or demand by the Agent.

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The Borrower, Guarantor, and Share Pledgors acknowledge and agree that the Agent and/or Lenders may move to appoint a receiver over the Property if the Agent declares the Forbearance Period to be terminated. The Borrower, Guarantor, and Share Pledgors acknowledge that it is just and convenient for the Agent to appoint a receiver if the Forbearance Period is terminated, and none of the Borrower, Guarantor, nor the Share Pledgors shall oppose, contest or delay any application by the Agent and/or Lenders to appoint a receiver, and shall cooperate fully with any such receiver once appointed.

8. Forbearance Fee

As consideration for the Agent and Lenders entering into this Agreement, the Borrower agrees to pay the Agent, on behalf of the Lenders, a forbearance fee in the total amount of $25,000, which fee is fully earned and payable upon entry into this Agreement, to be shared by the Lenders on a pro rata basis(the "**Forbearance Fee**").

9. Independent Legal Advice

The Borrower, the Guarantor, and the Share Pledgors acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrower, the Guarantor, and the Share Pledgors acknowledge that the actions of the Agent and the Lenders in entering into this Agreement have been fair and reasonable and that neither the Agent nor any Lender (i) has acted in a managerial capacity with respect to the Borrower, the Guarantor, and the Share Pledgors, and (ii) has a fiduciary duty to the Borrower, the Guarantor, and the Share Pledgors in connection with this Agreement or any Loan Documents. The Borrower, the Guarantor, and the Share Pledgors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement. The Borrower, the Guarantor, and the Share Pledgors hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Section, and the Borrower, the Guarantor, and the Share Pledgors hereby release the Agent and the Lenders from any and all claims they may have with respect thereto arising on or before the date of this Agreement.

10. Release and Indemnity and Covenant not to Sue

Borrower, Guarantor and the Share Pledgors on their own behalf and on behalf of their agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors, heirs and assigns (collectively, the "**Releasors**"), hereby absolutely and irrevocably release, remise, acquit and forever discharge the Agent and the Lenders, each of their respective employees, agents, representatives, consultants, counsel, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, shareholders, and related corporate divisions and the successors and assigns of each of the foregoing (all of the foregoing hereinafter called the "**Released Parties**"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, or in any way directly or indirectly arising out of or in any way connected to this Agreement, the Credit Agreement, the Guarantee and the other Loan Documents (the "**Released Matters**"). The Borrower, the Guarantor, and the Share Pledgors acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each of the Borrower, the Guarantor, and the Share Pledgors represent and warrant to the Agent and the Lenders that it has not purported to transfer, assign or otherwise convey any of its right, title or interest in any Released Matter to any other person and that the foregoing constitutes a full and complete release of all Released Matters. The foregoing release shall survive

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the termination of this Agreement, the Credit Agreement, the Guarantee and the other Loan Documents and the payment in full and in cash of the Obligations.

Each of the Borrower, the Guarantor, and the Share Pledgors (in the case of the Share Pledgors, subject to the limitation of liability in the Share Pledgors Guarantee) hereby agrees that it shall be jointly and severally obligated to indemnify and hold harmless the Released Parties with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Released Parties, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of any person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of the Borrower, the Guarantor, and the Share Pledgors, or any of their respective affiliates, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Credit Agreement, the Guarantee, the other Loan Documents, this Agreement or any other document executed and/or delivered in connection herewith; provided that none of the Borrower, Guarantor or the Share Pledgors shall have any obligation to indemnify or hold harmless any Released Party hereunder with respect to liabilities to the extent they result from fraud or wilful misconduct of that Released Party as finally determined by a non-appealable decision of a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each of the Borrower, the Guarantor, and the Share Pledgors agrees to make the maximum contribution to the payment and satisfaction thereof which is permissible under applicable law. The foregoing indemnity shall survive the termination of this Agreement, the Credit Agreement, the Guarantee, the other Loan Documents and the payment in full and in cash of the Obligations. For clarity, notwithstanding anything herein, the liability of the Share Pledgors is limited by the Share Pledgors Guarantee.

Each of the Borrower, the Guarantor and the Share Pledgors, on behalf of itself or himself and its or his successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favour of each Released Party and it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any Released Matter. If the Borrower, the Guarantor and the Share Pledgors or any of its or his successors, assigns or other legal representatives violates the foregoing covenant, the Borrower, the Guarantor and the Share Pledgors (in the case of the Share Pledgors, subject at all times to the limitations provided in the Share Pledge), each for itself or himself and its or his successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all reasonable solicitors costs on a full indemnity basis and costs incurred by any Released Party as a result of such violation. The foregoing covenant shall survive the termination of this Agreement, the Credit Agreement, the Guarantee, and the other Loan Documents and the payment in full and in cash of the Obligations.

11. Acknowledgement

Each of the Borrower, the Guarantor, and the Share Pledgors acknowledges and agrees that any proposed refinancing of the Obligations, or payment to be made to the Agent and/or the Lenders in satisfaction of the Obligations must be approved by the Lenders in accordance with the Lenders' internal processes and procedures and will be conditional on, inter alia, the written consent of the Lenders, which consent may be withheld by the Lenders in their sole and absolute discretion. Each of the Borrower, the Guarantor, and the Share Pledgors acknowledges and agrees that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws, whether within Canada or elsewhere (collectively, including an guidelines or orders thereunder, "AML Legislation"), the Lenders may be required to obtain, verify and record information regarding the

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Borrower, the Guarantor, and the Share Pledgors or any one of them, its respective directors, authorized signing officers, direct or indirect shareholders or other persons, and the transaction contemplated hereby. Each of the Borrower, the Guarantor, and the Share Pledgors shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lenders in order to comply with any applicable AML Legislation, whether now or hereafter in existence. Each of the Borrower, the Guarantor and the Share Pledgors, each as to itself only, represents and warrants to the Agent that all payments made to the Agent with regard to this Agreement or the Loan Documents are and will be derived from sources which are not prohibited under applicable law and the Agent is authorized to reject any payment and/or source of payment which contravenes applicable laws or any of the Lenders' policies.

12. No Waiver

For greater certainty, the Agent has not waived the Specified Events of Default or any other existing or future Event of Default, and nothing in this Agreement, and no delay on the Agent's part in exercising or enforcing any of its rights or remedies (including the Remedies) shall constitute or be deemed to constitute a waiver of the Specified Events of Default or any other existing or future Event of Default.

A waiver by the Agent of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Agent. No waiver will be inferred from or implied by any failure to act or delay in acting by the Agent in respect of any default, breach of non-observance or by anything done or omitted to be done by the Borrower. The waiver by the Agent of any default, breach or non-compliance under this Agreement will not operate as a waiver of the Agent's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

13. No Third Party Beneficiaries

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third party beneficiary hereof.

14. Time of Essence

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

15. Further Assurances

Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, understanding, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

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17. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

18. Notice

Any notice, demand, approval, consent, waiver or other communication (**"Notice"**) to be given by one party to another under this Agreement, shall be in writing and shall be sufficiently given if delivered personally, forwarded by registered mail or transmitted by facsimile transmission or other means of electronic transaction (including email) to such party at the address as set out on the signature pages to this Agreement, or to such other address, fax number or email address as may be designated by Notice given as aforesaid to the other party by the party to whom Notice is to be given. Any Notice delivered and received as aforesaid shall be deemed to have been given and received on the first business day following the date of personal delivery, the forwarding by registered mail, or facsimile transmission, as the case may be.

19. Governing Law

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors, heirs, estate trustees and assigns, and will be governed by and construed in accordance with the laws of the Province of Ontario.

20. Counterparts

This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.

21. No Novation

This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Credit Agreement or any other Loan Documents.

22. Immediately Payable Funds

All amounts payable by the Borrower to the Agent and/or the Lenders, provided for herein, shall be paid by certified cheque, bank draft, wire transfer or other immediately payable funds.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

BORROWER:

250 Merton Street
Suite 409
Toronto, Ontario M4S 1B1
Attention: Michael Butler
Email: mbutler@novaridge.com

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: DocuSigned by: Mike Butler 8AD2A59C02DB497...

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

DocuSigned by: Mike Butler 8AD2A59C02DB497...
Michael Butler

Witness:

Name:

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AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Jane Taylor
Title: Country Manager

_____
Name: David Lay
Title: VP

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

By: _____
Name: Jane Taylor
Title: Country Manager

_____
Name: David Lay
Title: VP

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: ●
Email: ●

By: _____
Name:
Title:

_____
Name:
Title:

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

AGENT:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as Agent

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: _____
Name:
Title:

_____
Name:
Title:

LENDERS:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch, as a Lender

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

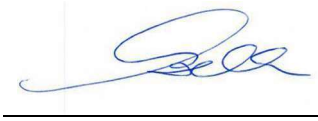
By: _____
Name:
Title:

_____
Name:
Title:

LAURENTIAN BANK OF CANADA, as a Lender

199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2

Attention: _____
Email: _____

By: 
Name: Concetta (Connie) Biello
Title: VP Special Loans

_____
Name:
Title:

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SHARE PLEDGORS:

Witness: _____

Name: Eamonn McConnell

Witness: _____

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: DocuSigned by: Mike Butler 8AD2A50C02DB407...

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

Address for Service for the Share Pledgors:
c/o Nova Ridge (Manderley) Limited Partnership
250 Merton Street
Suite 409
Toronto, Ontario M4S 1B1
Attention: Michael Butler
Email: mbutler@novaridge.com

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SCHEDULE A
SPECIFIED EVENTS OF DEFAULT – OUTSTANDING PRINCIPAL, INTEREST, AND FEES
AS OF MARCH 12, 2026

- Principal: $29,221,524.57
- Interest February: $280,833.97
- Interest Mar 1- 12 (inclusive) $63,885.66
    - Per Diem $5,001.56
- Standby Fee February: $122.88
- Standby Fee Mar 1-12 (inclusive): $54.47
    - Per Diem $4.54
- Total as of March 12, 2026: $29,566,421.55

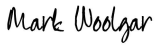
Certificate Of Completion

Envelope Id: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F
Status: Completed
Subject: Complete with Docusign: Forbearance Agreement - Manderley Mezzanine Loan - executed except Shar...
Source Envelope:
Document Pages: 30
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mark Woolgar
73 Parkhurst Blvd.
73 Parkhurst Blvd.
Toronto, ON M4G 2E1
mwoolgar@woolvan.com
IP Address: 134.56.233.103

Record Tracking

Status: Original
4/6/2026 1:49:59 PM
Holder: Mark Woolgar
mwoolgar@woolvan.com
Location: DocuSign

Signer Events	Signature	Timestamp
Eamonn McConnell eamonn.mcconnell@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 66.205.13.54 Signed using mobile	Sent: 4/6/2026 1:54:36 PM Viewed: 4/6/2026 2:33:29 PM Signed: 4/6/2026 2:34:40 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2026 2:33:29 PM ID: e1d5d2f2-f017-4036-abfc-8029bd96ff38		
Mark Woolgar mwoolgar@woolvan.com Partner Woolgar VanWiechen Cosgriffe Ducoffe LLP Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 134.56.233.103	Sent: 4/6/2026 1:54:35 PM Viewed: 4/6/2026 1:54:42 PM Signed: 4/6/2026 1:55:29 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michael Butler mbutler@novaridge.com president Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/6/2026 1:54:36 PM
Electronic Record and Signature Disclosure: Accepted: 5/28/2021 10:11:01 AM ID: a75631f1-1e1d-4066-bb31-a3338bdfbed6		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2026 1:54:36 PM
Certified Delivered	Security Checked	4/6/2026 1:54:42 PM
Signing Complete	Security Checked	4/6/2026 1:55:29 PM
Completed	Security Checked	4/6/2026 2:34:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Woolgar VanWiechen Cosgriffe Ducoffe LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Woolgar VanWiechen Cosgriffe Ducoffe LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: twindsor@woolvan.com

To advise Woolgar VanWiechen Cosgriffe Ducoffe LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at twindsor@woolvan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Woolgar VanWiechen Cosgriffe Ducoffe LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to twindsor@woolvan.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Woolgar VanWiechen Cosgriffe Ducoffe LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to twindsor@woolvan.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Woolgar VanWiechen Cosgriffe Ducoffe LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Woolgar VanWiechen Cosgriffe Ducoffe LLP during the course of your relationship with Woolgar VanWiechen Cosgriffe Ducoffe LLP.

This is Exhibit “DD” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

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FORBEARANCE AND CREDIT AMENDING AGREEMENT

This Agreement is made as of February 1, 2026 (the "**Effective Date**") among United Overseas Bank Limited (the "**Lender**"), Nova Ridge (Manderley) Limited Partnership (the "**Borrower**"), Michael Butler (the "**Guarantor**"), Eamonn McConnell, Mark Woolgar, and Hawk Communications Corp. (collectively, the "**Share Pledgors**"), and Nova Ridge (Queensway) Development LP (the "**Collateral Guarantor**").

RECITALS:

A. The Borrower is indebted to the Lender as set out in Section 3 hereof, including pursuant to the credit agreement among the Lender, the Borrower and Guarantor, dated May 13, 2022, as amended by amending agreements dated as of August 19, 2024, December 19, 2024, September 30, 2025, and December 31, 2025 (as may be further amended, restated, supplemented and/or modified from time to time, collectively, the "**Credit Agreement**").

B. The Borrower's liabilities and obligations under the Credit Agreement are guaranteed by the Guarantor for 100% of the Obligations, plus all interest thereon and expenses and costs, pursuant to a Guarantee from the Guarantor in favour of the Lender, dated May 18, 2022 (the "**Guarantee**") and by the Collateral Guarantor for 100% of the Obligations, plus all interest thereon and expenses and costs, pursuant to a Collateral Guarantee from the Collateral Guarantor in favour of the Lender, dated May 18, 2022 (the "**Collateral Guarantee**"), which Collateral Guarantee is secured by a second-ranking mortgage in the principal amount of $2,500,000 (the "**Collateral Mortgage**") over the property municipally known as 755 Queensway East, Mississauga, Ontario.

C. The Borrower's liabilities and obligations under the Credit Agreement are also guaranteed by the Share Pledgors for 100% of the Obligations, plus all interest thereon and expenses and costs, pursuant to a limited recourse guarantee from the Share Pledgors in favour of the Lender, dated May 18, 2022 (the "**Share Pledgors Guarantee**"), which guarantee is secured by a share pledge agreement dated as of the same date (the "**Share Pledge**").

D. The Borrower has granted security to and in favour of the Lender to secure payment and performance of the Obligations of the Borrower to the Lender (including the indebtedness and liabilities of the Borrower pursuant to the Credit Agreement).

E. Events of Default have occurred and are continuing pursuant to the Credit Agreement as a result of, among other things, the failure of the Borrower to repay in full the outstanding principal amount of all Loans and other Obligations of the Borrower under the Credit Facilities on or before the Maturity Date and events of default having occurred under the Senior Credit Agreement (as defined in the Credit Agreement) (collectively, the "**Specified Events of Default**").

F. The Borrower and the Guarantor have requested that the Lender forbear from exercising the enforcement remedies available to it under the Loan Documents and otherwise at law (collectively, the "**Remedies**") during the Forbearance Period.

G. The Lender hereby agrees to forbear from exercising its Remedies subject to and in accordance with the following terms and conditions.

In consideration of the forbearance, the payments provided for hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

1. Defined Terms

Capitalized terms used in this Agreement (including the recitals hereto) that are not defined herein have the meanings given to them in the Credit Agreement. In addition, unless the context otherwise requires, the following terms shall have the following meanings:

(a) "**Agreement**" means this Forbearance Agreement, including the schedules, Preamble and Recitals to this Agreement, as it or they may be amended, restated, replaced or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

(b) "**Claims**" has the meaning set forth in Section 8 hereof.

(c) "**Forbearance Condition**" means any of the covenants and conditions set forth in **Section 5** of this Agreement.

(d) "**Forbearance Period**" has the meaning set forth in **Section 4** hereof.

(e) "**Indebtedness**" has the meaning set forth in **Section 3(a)** hereof.

(f) "**Party**" means the Lender, the Borrower, the Guarantor, the Share Pledgors, and the Collateral Guarantor, and any reference to a Party includes its successors, heirs, estate trustees and permitted assigns.

(g) "**Termination Event**" means any of the events set forth in **Section 6** of this Agreement.

2. Extended Meanings

In this Agreement, words importing the singular number only include the plural and *vice versa*. The term "including" means "including without limiting the generality of the foregoing". All references to dollars or "$" in this Agreement mean Canadian dollars unless otherwise specified.

3. Confirmations

The Borrower, the Guarantor, the Collateral Guarantor, and the Share Pledgors hereby confirm, acknowledge and agree to and with the Lender as follows:

(a) All of the indebtedness of the Borrower to the Lender pursuant to the Loan Documents, including the outstanding principal amount of Loans outstanding under the Credit Agreement from time to time, together with all accrued and unpaid interest, fees, expenses and other amounts payable by the Borrower to the Lender pursuant to the Loan Documents (collectively, the "**Indebtedness**") are Obligations secured by the Security, and shall be paid by the Borrower to the Lender in accordance with the terms of the Credit Agreement free and clear of any set-off, counterclaim, deduction or defense of any kind whatsoever. Interest on Indebtedness shall continue to accrue in accordance with the Credit Agreement during the Forbearance Period and shall be paid by the Borrower from cash equity sources or, in the Lender's sole discretion, from further advances under the Loan in accordance with this Agreement.

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

(b) Each of the Loan Documents is legal, valid and binding against each Obligor, as applicable, and is enforceable in accordance with its terms.

(c) The Indebtedness, the Obligations, the liabilities owing by the Borrower under the Credit Agreement and the liabilities owing by the Borrower under this Agreement, are secured by the Security.

(d) Events of Default have occurred and are continuing pursuant to the Loan Documents as a result of, among other things, the Specified Events of Default. As a result of the Specified Events of Default, the Lender is entitled to exercise its Remedies.

(e) The Guarantor hereby acknowledges and confirms that its guarantee of the Obligations, including the Indebtedness, on the terms of the Guarantee, are acknowledged, continuing and unaffected by the provisions of this Agreement.

(f) The Share Pledgors hereby acknowledge and confirm that their guarantee of the Obligations, including the Indebtedness, on the terms of the Share Pledgors Guarantee, as secured by the Share Pledge, are acknowledged, continuing and unaffected by the provisions of this Agreement.

(g) The Collateral Guarantor hereby acknowledges and confirms that its guarantee of the Obligations, including the Indebtedness, on the terms of the Collateral Guarantee and the Collateral Mortgage, are acknowledged, continuing and unaffected by the provisions of this Agreement.

(h) The Borrower, the Guarantor, the Collateral Guarantor, and the Share Pledgors agree and acknowledge that the Recitals to this Agreement are true and correct and shall form a part of this Agreement.

(i) The Maturity Date of the Credit Facilities was and remains February 28, 2026, the Specified Events of Default remain outstanding and have not been waived or cured, and the Lender has reserved all of its rights and remedies (including, but not limited to, the Remedies), with respect to the Specified Events of Default as well as any other known or unknown defaults or Events of Default committed by the Obligors or any of them under the Credit Agreement and other Loan Documents.

(j) The Obligors do not dispute their liability to repay any of the Indebtedness and Obligations, on any basis, and hereby confirm that they do not have any right of set-off, damages, recoupment, or other offset, or any defence, claim, or counter-claim with respect to the Indebtedness, the Obligations or the Loan Documents.

(k) The Obligors acknowledge having been advised by the Lender in writing prior to the date hereof of the events that resulted in the Specified Events of Default and hereby, jointly and severally, waive the requirement for any further demand or notice with respect to the Specified Events of Default.

(l) All terms and conditions of the Loan Documents shall continue in full force and effect, save and except as amended by this Agreement, and to the extent that any provision thereof is inconsistent with this Agreement, this Agreement shall prevail.

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

(m) As a result of the Specified Events of Default, the Lender hereby revokes any letters previously issued by it to the Borrower, its legal counsel, or any purchasers agreeing to partially discharge its security upon receipt of net sales proceeds.

4. Forbearance

Notwithstanding the Specified Events of Default, the Lender reserves the right, in its sole discretion, to continue to make advances under the Loan, and agrees to forbear from exercising its Remedies against the Borrower, the Guarantor, and the Collateral Guarantor until the earlier of: (i) April 17, 2026 or (ii) the occurrence of a Termination Event (the "**Forbearance Period**"), provided that the Borrower covenants and agrees to observe and be bound by the conditions set out below (collectively, the "**Forbearance Conditions**"):

(a) On or prior to the Effective Date, the Borrower must have paid, from cash equity sources, all of the accrued and outstanding interest on the Loan, and any future interest payments shall be made from cash equity sources or, in the Lender's sole discretion, advances under the Loan in accordance with this Agreement. In respect of any such future advances, the parties hereby confirm:

(i) the Borrower shall not be required to provide a Drawdown Notice but shall provide written notice to the Lender, no later than 2 Business Days before the proposed advance, of the amount of the advance;

(ii) the Lender shall have received a sub-search from Lender's Counsel confirming that no Encumbrances shall have been registered on title to the Project Lands or the Collateral Property since the date of the prior Drawdown other than Permitted Encumbrances;

(iii) for clarity, any future advances under the Loan made in accordance with this Agreement may be used for debt service payments related to the Loan but shall not be used for any debt service payments related to the Senior Credit Agreement; and

(iv) for clarity, any such advances shall be available at the Lender's sole and unfettered discretion.

(b) The Obligors hereby acknowledge and agree that the Lender may, in its sole discretion, both before and after the Forbearance Period, move to appoint a third-party financial advisor, consultant, trustee, receiver or any other Person appointed by the Lender (an "**Advisor**" and collectively, the "**Advisors**") at the sole cost and expense of the Borrower, to, without limitation: (i) monitor the financial position of and review any information and document related to the Obligors and the Project, including the purchase and sale agreements for units in the Project and all amendments thereto, and GST/HST remittances; (ii) provide any report and advice as the Lender may require from time to time; and (iii) provide any advice to the Lender and/or manage and take charge of any matter regarding the restructuring of all or any part of the Credit Facilities. The Obligors agree to co-operate fully with such Advisor and provide such Advisor with all information and document reasonably requested by it or the Lender in connection with the foregoing. Without limiting the foregoing, the Obligors hereby acknowledge and agree to the appointment of Albert Gelman Inc. as Advisor pursuant to a forbearance agreement dated on or about February 1, 2026 in respect of the Senior Credit Agreement and that such appointment shall also apply in respect of the Credit Agreement. The Obligors agree to cooperate

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

fully and respond promptly to any and all requests from such Advisor. Failure to comply with this requirement shall constitute an immediate Event of Default without any cure period afforded to the Borrower. In connection with the foregoing, the Borrower confirms that the Lender may disclose information regarding the Obligors, whether or not such information is confidential, to any Advisor (including, without limitation, Adam Zeldin (azeldin@albertgelman.com) and/or any other representative of Albert Gelman Inc.) and shall not be liable for any such disclosure.

(c) The Borrower shall pay all invoices for professional fees, including but not limited to, legal fees, expenses or disbursements and all other costs and expenses including all applicable taxes (such fees, disbursements, costs and expenses hereafter referred to collectively as the "**Costs**") of the Lender after the date of this Agreement and relating to the Borrower, the Guarantor and/or the Collateral Guarantor including, monitoring, advice and review of the Lender's security position, preparation and enforcement of this Agreement and all advice in connection therewith within ten (10) days of receipt of an invoice(s) from the Lender with respect to such Costs. To the extent such invoices are not paid by the Borrower, the Guarantor and/or the Collateral Guarantor, the Lender may declare the Forbearance Period to be terminated and add such unpaid amounts to the Obligations which shall be secured by the Security and reserve its rights to terminate the Forbearance Agreement;

(d) Without limiting any of the Lender's rights set out in the Loan Documents, the Lender shall be entitled, on one (1) business day notice to the Borrower, to conduct or to engage third parties to conduct an appraisal, valuations, assessments or environmental assessment of the Property that is collateral subject to the Security, and all fees, costs, disbursements and taxes incurred by the Lender in connection with such appraisals, valuations, assessments or environmental assessments shall be promptly payable by the Borrower, the Guarantor and/or the Collateral Guarantor, and to the extent not paid, such amounts shall be added to the Obligations and secured by the Security;

(e) From and after the Effective Date, the Borrower, the Guarantor and/or the Collateral Guarantor shall immediately notify the Lender in writing of any material adverse change in the business, financial condition of the Borrower, the Guarantor and/or the Collateral Guarantor, the Property, and/or the Collateral Property or the occurrence of any Event of Default or Termination Event, or any event which with notice or lapse of time or both would constitute an Event of Default or Termination Event.

5. Representations and Warranties

Each of the Borrower, the Guarantor and the Collateral Guarantor represents and warrants to the Lender which representations and warranties shall survive the execution and delivery of this Agreement until the Obligations have been paid in full as follows:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the jurisdiction of its incorporation and has the power and authority and all government licenses, authorizations, consents, registrations and approvals required to own its assets, to conduct the business in which it is engaged and to enter into and perform its obligations under the Loan Documents;

(b) This Agreement has been duly authorized, executed and delivered by the Borrower, the Guarantor, the Collateral Guarantor, and the Share Pledgors and constitutes a

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

legal, valid and binding obligation of each of the foregoing enforceable in accordance with its terms; and

(c) Except for those representations and warranties that are expressly stated in the Loan Documents to be made as of the date thereof, each of the representations and warranties contained in each of the Loan Documents is true and accurate as if made on the date hereof.

6. Termination of Forbearance

Other than as may be consented to in writing by the Lender, in its sole discretion, the Forbearance Period shall terminate immediately upon the occurrence of any of the following "**Termination Events**":

(a) the occurrence of any Event of Default other than a Specified Event of Default;

(b) failure of the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor to comply with any Forbearance Condition or any other term or condition set out in this Agreement;

(c) if the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor interferes with or fails to permit, cooperate or assist the Lender, any Advisor or other third parties engaged by the Lender, in conducting appraisals, valuations or assessments (including any environmental assessment) on any of the Borrower's or Guarantor' real or personal property that forms collateral subject to the Security;

(d) if any confirmation, representation or warranty given by the Borrower, the Guarantor, the Collateral Guarantor, and/or any Share Pledgor herein or in any Loan Documents is or becomes untrue;

(e) if the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor challenges in any manner the legality, validity, or enforceability of any Loan Documents or this Agreement or any security interest granted thereunder, including the Security, or challenges any of the liabilities or Obligations owing to the Lender (including the Indebtedness and/or the Obligations);

(f) if at any time an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of the Borrower;

(g) if at any time the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor or a related or affiliated company consents to or makes a general assignment for the benefit of creditors, or makes a proposal under (or files a notice of intention to do so), or takes advantage of, any insolvency legislation, or take any corporate step in furtherance of the foregoing, or is declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian, interim receiver, receiver or receiver and manager or other officer with similar powers is appointed with respect to the Borrower, the Guarantor, the Collateral Guarantor, and/or any Share Pledgor or a related or affiliated company or any of its respective property, or any step in furtherance of any of the foregoing is taken by the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor or a related or affiliated company, its respective directors or officers, affiliates or any third party;

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

(h) if the Borrower ceases or threatens to cease to carry on the business, or a substantial part thereof, in the ordinary course;

(i) if the Lender, in its sole and absolute discretion, determines that there is a material adverse change in the business, financial condition of the Borrower, the Guarantor, the Collateral Guarantor, and/or any Share Pledgor or its property; or

(j) if the Lender, in its sole and absolute discretion, determines that the value of any of the collateral granted as security in support of the Obligations is depreciating or the ability of the Borrower, the Guarantor, the Collateral Guarantor and/or any Share Pledgor to fulfill its Obligations to the Lender is diminishing.

Each Termination Event shall be deemed an Event of Default pursuant to the Loan Documents. Upon the occurrence of a Termination Event, the Lender may declare the Forbearance Period to be terminated and the Lender shall be entitled immediately to exercise all rights and remedies (including the Remedies) under the Loan Documents, this Agreement or otherwise arising upon an Event of Default without further notice or delay, and the Borrower, the Guarantor, the Collateral Guarantor, and the Share Pledgors acknowledge that, to the extent permitted by law, all Obligations owing to the Lender shall be immediately due and payable without further notice or demand by the Lender.

The Borrower, the Guarantor, the Collateral Guarantor, and Share Pledgors acknowledge and agree that the Lender may move to appoint a receiver over the Property if the Lender declares the Forbearance Period to be terminated. The Borrower, the Guarantor, the Collateral Guarantor, and Share Pledgors acknowledge that it is just and convenient for the Lender to appoint a receiver if the Forbearance Period is terminated, and neither the Borrower, the Guarantor, the Collateral Guarantor, nor the Share Pledgors shall oppose, contest or delay any application by the Lender to appoint a receiver, and shall cooperate fully with any such receiver once appointed.

7. Forbearance Fee

As consideration for the Lender entering into this Agreement, the Borrower agrees to pay the Lender a forbearance fee in the total amount of $6,500, which fee is fully earned and payable upon entry into this Agreement (the "**Forbearance Fee**").

8. <u>Independent Legal Advice</u>

The Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender (i) has not acted in a managerial capacity with respect to the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors, and (ii) has no fiduciary duty to the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors in connection with this Agreement or any Loan Documents. The Borrower, Guarantor and the Share Pledgors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement. The Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Section, and the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors hereby release the Lender from any and all claims they may have with respect thereto arising on or before the date of this Agreement.

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

9. Release and Indemnity and Covenant not to Sue

The Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors, on their own behalf and on behalf of their agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors, heirs and assigns (collectively, the "**Releasors**"), hereby absolutely and irrevocably release, remise, acquit and forever discharge the Lender, its employees, agents, representatives, consultants, counsel, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, shareholders, and related corporate divisions, and the successors and assigns of each of the foregoing (all of the foregoing hereinafter called the "**Released Parties**"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, or in any way directly or indirectly arising out of or in any way connected to this Agreement, the Credit Agreement, the Guarantee, the Collateral Guarantee, and the other Loan Documents (the "**Released Matters**"). The Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors represent and warrant to the Lender that it has not purported to transfer, assign or otherwise convey any of its right, title or interest in any Released Matter to any other person and that the foregoing constitutes a full and complete release of all Released Matters. The foregoing release shall survive the termination of this Agreement, the Credit Agreement, the Guarantee, the Collateral Guarantee, and the other Loan Documents and the payment in full and in cash of the Obligations.

Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors (in the case of the Share Pledgors, subject to the limitation of liability in the Share Pledgors Guarantee) hereby agrees that it shall be jointly and severally obligated to indemnify and hold harmless the Released Parties with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Released Parties, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of, any person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors, or any of their respective affiliates, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Credit Agreement, the Guarantee, the Collateral Guarantee, the other Loan Documents, this Agreement or any other document executed and/or delivered in connection herewith; provided that none of the Borrower, the Guarantor, the Collateral Guarantor or the Share Pledgors shall have any obligation to indemnify or hold harmless any Released Party hereunder with respect to liabilities to the extent they result from fraud or wilful misconduct of that Released Party as finally determined by a non-appealable decision of a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors agrees to make the maximum contribution to the payment and satisfaction thereof which is permissible under applicable law. The foregoing indemnity shall survive the termination of this Agreement, the Credit Agreement, the Guarantee, the Collateral Guarantee, the other Loan Documents and the payment in full and in cash of the Obligations. For clarity, notwithstanding anything herein, the liability of the Share Pledgors is limited by the Share Pledgors Guarantee.

Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors, on behalf of itself or himself and its or his successors, assigns, and other legal representatives, hereby

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

absolutely, unconditionally and irrevocably, covenants and agrees with and in favour of each Released Party that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any Released Matter. If the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors or any of its or his successors, assigns or other legal representatives violates the foregoing covenant, the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors (in the case of the Share Pledgors, subject at all times to the limitations provided in the Share Pledge), each for itself or himself and its or his successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all reasonable solicitors costs on a full indemnity basis and costs incurred by any Released Party as a result of such violation. The foregoing covenant shall survive the termination of this Agreement, the Credit Agreement, the Guarantee, the Collateral Guarantee and the other Loan Documents and the payment in full and in cash of the Obligations.

10. Acknowledgement

Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors acknowledges and agrees that any proposed refinancing of the Obligations, or payment to be made to the Lender in satisfaction of the Obligations must be approved by the Lender in accordance with the Lender's internal processes and procedures and will be conditional on, inter alia, the written consent of the Lender, which consent may be withheld by the Lender in its sole and absolute discretion. Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors acknowledges and agrees that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws, whether within Canada or elsewhere (collectively, including an guidelines or orders thereunder, "AML Legislation"), the Lender may be required to obtain, verify and record information regarding the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors or any one of them, its respective directors, authorized signing officers, direct or indirect shareholders or other persons, and the transaction contemplated hereby. Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Lender in order to comply with any applicable AML Legislation, whether now or hereafter in existence. Each of the Borrower, the Guarantor, the Collateral Guarantor and the Share Pledgors, as to itself only, represents and warrants to the Lender that all payments made to the Lender with regard to this Agreement or the Loan Documents are and will be derived from sources which are not prohibited under applicable law and the Lender is authorized to reject any payment and/or source of payment which contravenes applicable laws or any of the Lender's policies.

11. No Waiver

For greater certainty, the Lender has not waived the Specified Events of Default or any other existing or future Event of Default, and nothing in this Agreement, and no delay on the Lender's part in exercising or enforcing any of its rights or remedies (including the Remedies) shall constitute or be deemed to constitute a waiver of the Specified Events of Default or any other existing or future Event of Default.

A waiver by the Lender of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Lender. No waiver will be inferred from or implied by any failure to act or delay in acting by the Lender in respect of any default, breach of non-observance or by anything done or omitted to be done by the Borrower. The waiver by the Lender of any default, breach or non-compliance under this Agreement will not operate as a waiver of the Lender's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

12. No Third Party Beneficiaries

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third party beneficiary hereof.

13. Time of Essence

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

14. Further Assurances

Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, understanding, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

16. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Notice

Any notice, demand, approval, consent, waiver or other communication (**"Notice"**) to be given by one party to another under this Agreement, shall be in writing and shall be sufficiently given if delivered personally, forwarded by registered mail or transmitted by facsimile transmission or other means of electronic transaction (including email) to such party at the address as set out on the signature pages to this Agreement, or to such other address, fax number or email address as may be designated by Notice given as aforesaid to the other party by the party to whom Notice is to be given. Any Notice delivered and received as aforesaid shall be deemed to have been given and received on the first business day following the date of personal delivery, the forwarding by registered mail, or facsimile transmission, as the case may be.

18. Governing Law

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors, heirs, estate trustees and assigns, and will be governed by and construed in accordance with the laws of the Province of Ontario.

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19. Counterparts

This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.

20. No Novation

This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Credit Agreement or any other Loan Documents.

21. Immediately Payable Funds

All amounts payable by the Borrower to the Lender, provided for herein, shall be paid by certified cheque, bank draft, wire transfer or other immediately payable funds.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

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

BORROWER:

250 Merton Street
Suite 409
Toronto, Ontario M4S 1B1
Attention: Michael Butler
Email: mbutler@novaridge.com

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP, by its general partner, NOVA RIDGE (MANDERLEY) GP CORP.

By: DocuSigned by: Mike Butler 8AD2A59C02DB497...

Name: Michael Butler
Title: President

I have authority to bind the Corporation

GUARANTOR:

DocuSigned by: Mike Butler 8AD2A59C02DB497...

Michael Butler

Witness:

Name:

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

LENDER:

UNITED OVERSEAS BANK LIMITED, Vancouver Branch

650 West Georgia Street
Suite 2400, PO Box 11616
Vancouver BC V6B 4N9

Attention: Operations Manager
Facsimile No.: (604) 662-3356

By: Jane Taylor

Name: Jane Taylor
Title: Country Manager

Name: David Lay
Title: VP

RESTRICTED

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

SHARE PLEDGORS:

Witness:

Name: Eamonn McConnell

Witness:

Name: Mark Woolgar

HAWK COMMUNICATIONS CORP.

By: DocuSigned by: Mike Butler 8AD2A59C02DB497...

Name: Michael Butler
Title: Authorized Signing Officer

I have authority to bind the Corporation

Address for Service for the Share Pledgors:
c/o Nova Ridge (Manderley) Limited Partnership
250 Merton Street
Suite 409
Toronto, Ontario M4S 1B1
Attention: Michael Butler
Email: mbutler@novaridge.com

Docusign Envelope ID: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F

COLLATERAL GUARANTOR:

250 Merton Street
Suite 409
Toronto, Ontario M4S 1B1
Attention: Michael Butler
Email: mbutler@novaridge.com

NOVA RIDGE (QUEENSWAY) DEVELOPMENT LP, by its general partner, NOVA RIDGE (QUEENSWAY) GP CORP.

By: DocuSigned by: Mike Butler 8AD2A59C02DB4B7...

Name: Michael Butler
Title: President

I have authority to bind the Corporation

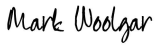
Certificate Of Completion

Envelope Id: CD11F91B-1870-4E20-848A-7FDEDDBFFC8F
Status: Completed
Subject: Complete with Docusign: Forbearance Agreement - Manderley Mezzanine Loan - executed except Shar...
Source Envelope:
Document Pages: 30
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mark Woolgar
73 Parkhurst Blvd.
73 Parkhurst Blvd.
Toronto, ON M4G 2E1
mwoolgar@woolvan.com
IP Address: 134.56.233.103

Record Tracking

Status: Original
4/6/2026 1:49:59 PM
Holder: Mark Woolgar
mwoolgar@woolvan.com
Location: DocuSign

Signer Events	Signature	Timestamp
Eamonn McConnell eamonn.mcconnell@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 66.205.13.54 Signed using mobile	Sent: 4/6/2026 1:54:36 PM Viewed: 4/6/2026 2:33:29 PM Signed: 4/6/2026 2:34:40 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2026 2:33:29 PM ID: e1d5d2f2-f017-4036-abfc-8029bd96ff38		
Mark Woolgar mwoolgar@woolvan.com Partner Woolgar VanWiechen Cosgriffe Ducoffe LLP Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 134.56.233.103	Sent: 4/6/2026 1:54:35 PM Viewed: 4/6/2026 1:54:42 PM Signed: 4/6/2026 1:55:29 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michael Butler mbutler@novaridge.com president Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/6/2026 1:54:36 PM
Electronic Record and Signature Disclosure: Accepted: 5/28/2021 10:11:01 AM ID: a75631f1-1e1d-4066-bb31-a3338bdfbed6		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2026 1:54:36 PM
Certified Delivered	Security Checked	4/6/2026 1:54:42 PM
Signing Complete	Security Checked	4/6/2026 1:55:29 PM
Completed	Security Checked	4/6/2026 2:34:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Woolgar VanWiechen Cosgriffe Ducoffe LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Woolgar VanWiechen Cosgriffe Ducoffe LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: twindsor@woolvan.com

To advise Woolgar VanWiechen Cosgriffe Ducoffe LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at twindsor@woolvan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Woolgar VanWiechen Cosgriffe Ducoffe LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to twindsor@woolvan.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Woolgar VanWiechen Cosgriffe Ducoffe LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to twindsor@woolvan.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Woolgar VanWiechen Cosgriffe Ducoffe LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Woolgar VanWiechen Cosgriffe Ducoffe LLP during the course of your relationship with Woolgar VanWiechen Cosgriffe Ducoffe LLP.

This is Exhibit “EE” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

April 21, 2026

BY EMAIL

Michael Butler
Email: mbutler@novaridge.com

Nova Ridge (Manderley) Limited Partnership
Attention: Michael Butler
Email: mbutler@novaridge.com

To Whom It May Concern:

Re: Credit agreement dated as of May 13, 2022 as amended from time to time to the date hereof (collectively, the "Credit Agreement"), between Nova Ridge (Manderley) Limited Partnership (the "Borrower"), as borrower, United Overseas Bank Limited, Vancouver Branch (the "Agent"), as administrative agent, the financial institutions party thereto from time to time (the "Lenders"), as lenders, and Michael Butler (the "Guarantor"), as guarantor

---

Capitalized terms used in this letter that are not defined herein have the meanings given to them in the Credit Agreement.

We are the solicitors for the Agent and Lenders. We are instructed to notify you that an Event of Default has occurred under the Credit Agreement by reason of, among other things, the failure by the Borrower to pay in full the payments of interest (in the amount of Cdn. $402,174.91) and principal (in the amount of Cdn. $79,584,626.00) that were due on January 31, 2026.

We hereby demand, on behalf of the Agent and the Lenders, that the Borrower pay the entire indebtedness owing under the Credit Agreement and other Loan Documents forthwith.

For purpose of repaying the indebtedness under the Credit Agreement and other Loan Documents, the amount of such indebtedness as at today's date (unless otherwise indicated) is as follows:

Principal Balance:	$24,094,046.96
Interest Outstanding (to but not including April 21 2026):	$516,132.10
Retainer for Albert Gelman Inc.	$40,000.00
Forbearance Fee	$25,000.00
Legal costs (as of March 31, 2026):	$39,048.11
Total Indebtedness:	**$24,714,227.17**

The statement of indebtedness set out above does not include (i) *per diem* interest in the amount of $3,927.66 per day to the date on which the indebtedness is paid in full; (ii) an accounting for any payments that may be received after the date of this letter; (iii) any cost, loss, claim, expense or liability of the Agent and/or Lenders in respect of the termination, variation or redeployment of any arrangements entered into with any counterparty to a hedge arrangement, or (iv) any further costs of the Agent and/or Lenders to the date of payment in full of the indebtedness, including further legal costs to such date.

Please advise us a reasonable time in advance of the expected date on which the indebtedness is to be paid so that we can arrange for the statement of indebtedness to be updated to account for the matters referred to in the preceding paragraph.

Funds to repay the indebtedness should be made payable to the Agent by wire transfer to the Agent's account in accordance with the wire instructions attached hereto as Schedule A.

If the full amount of the indebtedness is not paid within 10 days, the Agent and the Lenders may proceed to enforce any or all of the Security, take any other enforcement action and pursue any other rights and remedies available to them in connection with the Loan as they deem advisable.

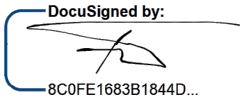
We enclose herewith a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada), subsection 244(1), and the *Bankruptcy and Insolvency General Rules* (Canada), rule 124, which is hereby served on you.

The Agent acknowledges that the Borrower has retained Albert Gelman Inc. pursuant to a forbearance agreement dated as of February 1, 2026 between, *inter alios*, the Borrower and the Agent. For clarity, notwithstanding such retainer, all decisions and steps taken in respect of the Borrower shall be made exclusively by the Borrower. The Agent and the Lenders expressly reserve any and all of their rights and remedies in respect of the Borrower and others and in respect of the Project Lands and other collateral. This notice is without prejudice to any and all other rights, powers, privileges, and remedies of the Agent and the Lenders under the Credit Agreement, Security, and/or the Loan Documents, or any applicable laws, including with respect to any defaults committed by the Borrower, Guarantors, the share pledgors, or any additional defaults that are or may be committed by the Borrower, Guarantors, and/or the share pledgors under any of the Security and/or the Loan Documents, all of which rights, powers, privileges, and remedies are expressly reserved, and nothing herein shall act as a waiver thereof.

[Remainder of page intentionally blank. Signature page follows.]

Docusign Envelope ID: 62FA32F7-BAB5-4C2C-944B-CFD37A136394

Yours very truly,



McCarthy Tétrault LLP

cc. Michael Butler (in his capacity as Guarantor)
mbutler@novaridge.com

Eamonn McConnell (in his capacity as share pledgor)
eamonn.mcconnell@gmail.com

Mark Woolgar (in his capacity as share pledgor)
mwoolgar@woolvan.com / Fax: 416-867-1434

Hawk Communications Corp. (in its capacity as share pledgor)
mbutler@novaridge.com

SCHEDULE A



United Overseas Bank Limited

Vancouver Branch
#2400 - 650 West Georgia Street
Vancouver, B.C., Canada V6B 4N9
Tel (604) 662-7055
Fax (604) 662-3356
uobgroup.com

UOB Vancouver CAD Wire Transfer Direction (SWIFT MT103)

Field 57: Account with Institution:
SWIFT BIC: *CIBCCATT*
Institution Name: *CANADIAN IMPERIAL BANK OF COMMERCE*
Institution Address: *595 BAY STREET, SUITE 700,*
TORONTO, ON M5G 2M8
CANADA
Transit: *09602*
Field 59: Beneficiary Customer:
Account Number: *6500714*
Account Name: *UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH*
Account Address: *2400-650 WEST GEORGIA STREET*
VANCOUVER, BC V6B 4N9
CANADA
SWIFT BIC: *UOVBCA8V*

Field 70: Remittance Information
(Initial Principal Repayment)

Field 71A: Details of Charges
OUR

NOTICE OF INTENTION TO ENFORCE SECURITY

Bankruptcy and Insolvency Act

(Subsection 244(1))

TO: **Nova Ridge (Manderley) Limited Partnership** (the "**Insolvent Person**")

TAKE NOTICE THAT:

1. **UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH** (the "**Mortgagee**), a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:

   (a) the property known municipally as 1478-1496 Kingston Road, Toronto, Ontario and legally described in Schedule "A" (the "**Property**");

   (b) all leases and rents in respect of the Property; and

   (c) all other present and future undertaking and property, both real and personal, of the Insolvent Person of whatever nature and wherever located in which the Mortgagee has a security interest, including, without limitation, all receivables, fixtures, equipment, securities, intangibles, contracts and other personal property, and any proceeds derived from any of the foregoing.

2. The security that is to be enforced is in the form of the following:

   (a) a credit agreement dated May 13, 2022 between the Insolvent Person, as borrower, the Mortgagee, as agent, the financial institutions party thereto, as lenders, and Michael Butler, as guarantor, as amended by amending agreements dated September 30, 2022, December 19, 2024, September 30, 2025, and December 31, 2025 (collectively the "**Commitment**");

   (b) a debenture dated May 10, 2022 granted by the Insolvent Person in favour of the Mortgagee registered against the Property on May 10, 2022 as Instrument No. AT6074624;

   (c) an assignment of material project agreements from the Insolvent Person in favour of the Mortgagee dated as of May 18, 2022;

   (d) an environmental indemnity from the Insolvent Person and Michael Butler in favour of the Mortgagee dated as of May 18, 2022;

   (e) an assignment of condominium sales agreements and deposits from the Insolvent Person and Michael Butler in favour of the Mortgagee dated as of May 18, 2022; and

   (f) a cash collateral agreement from the Insolvent Person in favour of the Mortgagee dated as of May 18, 2022.

3. The total amount of the indebtedness secured by the security as at the date hereof is $24,714,227.17, plus continuing interest and other costs.

4. The Mortgagee will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the Insolvent Person consent to an earlier enforcement.

[Remainder of page intentionally blank. Signature page follows.]

DATED at Toronto, this 21 day of April, 2026.

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

Per: _____

Name: Jane Taylor

Title: Country Manager

Per: _____

Name: David Lay

Title: VP

#00001

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

All parcels owned by Nova Ridge (Manderley) GP Corp. as general partner for and on behalf of Nova Ridge (Manderley) Limited Partnership in Toronto Standard Condominium Plan No. 3159

April 21, 2026

BY EMAIL

Michael Butler
Email: mbutler@novaridge.com

Nova Ridge (Manderley) Limited Partnership
Attention: Michael Butler
Email: mbutler@novaridge.com

To Whom It May Concern:

Re: Credit agreement dated as of May 13, 2022 as amended from time to time to the date hereof (collectively, the "Credit Agreement"), between Nova Ridge (Manderley) Limited Partnership (the "Borrower"), as borrower, United Overseas Bank Limited, Vancouver Branch (the "Lender"), as lender, and Michael Butler (the "Guarantor"), as guarantor

---

Capitalized terms used in this letter that are not defined herein have the meanings given to them in the Credit Agreement.

We are the solicitors for the Lender. We are instructed to notify you that an Event of Default has occurred under the Credit Agreement by reason of, among other things, the failure by the Borrower to pay in full the payments of interest (in the amount of Cdn. $68,969.09) and principal (in the amount of Cdn. $8,593,801.88) that were due on February 28, 2026.

We hereby demand, on behalf of the Lender, that the Borrower pay the entire indebtedness owing under the Credit Agreement and other Loan Documents forthwith.

For purpose of repaying the indebtedness under the Credit Agreement and other Loan Documents, the amount of such indebtedness as at today's date (unless otherwise indicated) is as follows:

Principal Balance:	$8,739,408.85
Interest Outstanding (to but not including April 21, 2026):	$50,281.53
Forbearance Fee	$6,500.00
Legal costs (as of March 31, 2026):	$27,054.78
Total Indebtedness:	**$8,823,245.16**

The statement of indebtedness set out above does not include (i) *per diem* interest in the amount of $2,514.08 per day to the date on which the indebtedness is paid in full; (ii) an accounting for any payments that may be received after the date of this letter; (iii) any cost, loss, claim, expense or liability of the Lender in respect of the termination, variation or redeployment of any arrangements entered into with any

counterparty to a hedge arrangement, or (iv) any further costs of the Lender to the date of payment in full of the indebtedness, including further legal costs to such date.

Please advise us a reasonable time in advance of the expected date on which the indebtedness is to be paid so that we can arrange for the statement of indebtedness to be updated to account for the matters referred to in the preceding paragraph.

Funds to repay the indebtedness should be made payable to the Lender by wire transfer to the Lender's account in accordance with the wire instructions attached hereto as Schedule A.

If the full amount of the indebtedness is not paid within 10 days, the Lender may proceed to enforce any or all of the Security, take any other enforcement action and pursue any other rights and remedies available to it in connection with the Loan as it deems advisable.

We enclose herewith a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada), subsection 244(1), and the *Bankruptcy and Insolvency General Rules* (Canada), rule 124, which is hereby served on you.

The Lender acknowledges that the Borrower has retained Albert Gelman Inc. pursuant to a forbearance agreement dated as of February 1, 2026 between, *inter alios*, the Borrower and the Lender. For clarity, notwithstanding such retainer, all decisions and steps taken in respect of the Borrower shall be made exclusively by the Borrower. The Lender expressly reserves any and all of its rights and remedies in respect of the Borrower and others and in respect of the Project Lands and other collateral. This notice is without prejudice to any and all other rights, powers, privileges, and remedies of the Lender under the Credit Agreement, Security, and/or the Loan Documents, or any applicable laws, including with respect to any defaults committed by the Borrower, Guarantors, the share pledgors, or any additional defaults that are or may be committed by the Borrower, Guarantors, and/or the share pledgors under any of the Security and/or the Loan Documents, all of which rights, powers, privileges, and remedies are expressly reserved, and nothing herein shall act as a waiver thereof.

[Remainder of page intentionally blank. Signature page follows.]

Docusign Envelope ID: 62FA32F7-BAB5-4C2C-944B-CFD37A136394

Yours very truly,



McCarthy Tétrault LLP

cc. Michael Butler (in his capacity as Guarantor)
mbutler@novaridge.com

Nova Ridge (Queensway) Development LP, as collateral guarantor
c/o Nova Ridge Development
mbutler@novaridge.com

Eamonn McConnell (in his capacity as share pledgor)
eamonn.mcconnell@gmail.com

Mark Woolgar (in his capacity as share pledgor)
mwoolgar@woolvan.com / Fax: 416-867-1434

Hawk Communications Corp. (in its capacity as share pledgor)
mbutler@novaridge.com

SCHEDULE A



United Overseas Bank Limited

Vancouver Branch
#2400 - 650 West Georgia Street
Vancouver, B.C., Canada V6B 4N9
Tel (604) 662-7055
Fax (604) 662-3356
uobgroup.com

UOB Vancouver CAD Wire Transfer Direction (SWIFT MT103)

Field 57: Account with Institution:
SWIFT BIC: *CIBCCATT*
Institution Name: *CANADIAN IMPERIAL BANK OF COMMERCE*
Institution Address: *595 BAY STREET, SUITE 700,*
TORONTO, ON M5G 2M8
CANADA
Transit: *09602*
Field 59: Beneficiary Customer:
Account Number: *6500714*
Account Name: *UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH*
Account Address: *2400-650 WEST GEORGIA STREET*
VANCOUVER, BC V6B 4N9
CANADA
SWIFT BIC: *UOVBCA8V*

Field 70: Remittance Information
(Initial Principal Repayment)

Field 71A: Details of Charges
OUR

NOTICE OF INTENTION TO ENFORCE SECURITY

Bankruptcy and Insolvency Act

(Subsection 244(1))

TO: **Nova Ridge (Manderley) Limited Partnership** (the "**Insolvent Person**")

TAKE NOTICE THAT:

1. **UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH** (the "**Mortgagee**), a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:

   (a) the property known municipally as 1478-1496 Kingston Road, Toronto, Ontario and legally described in Schedule "A" (the "**Property**");

   (b) all leases and rents in respect of the Property; and

   (c) all other present and future undertaking and property, both real and personal, of the Insolvent Person of whatever nature and wherever located in which the Mortgagee has a security interest, including, without limitation, all receivables, fixtures, equipment, securities, intangibles, contracts and other personal property, and any proceeds derived from any of the foregoing.

2. The security that is to be enforced is in the form of the following:

   (a) a credit agreement dated May 13, 2022 between the Insolvent Person, as borrower, the Mortgagee, as lender, and Michael Butler, as guarantor, as amended by amending agreements dated September 30, 2022, December 19, 2024, September 30, 2025, and December 31, 2025 (collectively the "**Commitment**");

   (b) a debenture dated May 10, 2022 granted by the Insolvent Person in favour of the Mortgagee registered against the Property on May 10, 2022 as Instrument No. AT6074624;

   (c) an assignment of material project agreements from the Insolvent Person in favour of the Mortgagee dated as of May 18, 2022;

   (d) an environmental indemnity from the Insolvent Person and Michael Butler in favour of the Mortgagee dated as of May 18, 2022; and

   (e) an assignment of condominium sales agreements and deposits from the Insolvent Person and Michael Butler in favour of the Mortgagee dated as of May 18, 2022.

3. The total amount of the indebtedness secured by the security as at the date hereof is $8,823,245.16, plus continuing interest and other costs.

4. The Mortgagee will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the Insolvent Person consent to an earlier enforcement.

[Remainder of page intentionally blank. Signature page follows.]

DATED at Toronto, this 21 day of April, 2026.

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH

Per: _____
Name: Jane Taylor
Title: Country Manager

Per: _____
Name: David Lay
Title: VP

#00003

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

All parcels owned by Nova Ridge (Manderley) GP Corp. as general partner for and on behalf of Nova Ridge (Manderley) Limited Partnership in Toronto Standard Condominium Plan No. 3159

This is Exhibit “FF” referred to in the Affidavit of Jane Taylor sworn by Jane Taylor of the City of Vancouver, in the Province of British Columbia, before me at the City of Toronto, in the Province of Ontario, on June 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

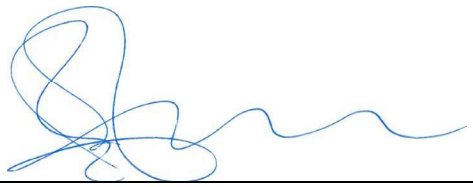
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

CONSENT

ALIXPARTNERS RESTRUCTURING, INC. hereby agrees to act as Receiver and Manager in the above-noted matter.

DATED AT Toronto, this 16th day of June, 2026.

ALIXPARTNERS RESTRUCTURING, INC.

Per: 

Name: Bobby Kofman
Title: ASO and Director

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.	Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

CONSENT

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100 King Street West, Suite 1600
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Lawyers for the Applicant

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.	Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AFFIDAVIT OF JANE TAYLOR

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Lawyers for the Applicant

TAB 3

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 23RD
	)	
JUSTICE MYERS	)	DAY OF JUNE, 2026

UNITED OVERSEAS BANK LIMITED

Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

Respondents

ORDER
(appointing Receiver)

THIS APPLICATION 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 AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day by judicial videoconference.

ON READING the affidavit of Jane Taylor sworn June 16, 2026 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Receiver and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the Lawyer's Certificate of Service of ● dated ●, 2026, filed, and on reading the consent of AlixPartners to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record 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, AlixPartners is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of any of the Debtors acquired for, or used in relation to a business carried on by any of the Debtors, including all proceeds thereof (the "**Property**"), including, without limitation, the following real property (the "**Lands**"):

> **Municipal Address**: 1478-1496 Kingston Road, Toronto
> **PINs**: 77159-0001 (LT) to 77159-0387 (LT) (excluding any units owned by third-party purchasers)
> **Legal Description**: PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO

and all personal property of any of the Debtors of any nature whatsoever located in, on or at, acquired or used in connection with, arising from, or otherwise relating to the Lands.

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, protect and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocation 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 any of the Debtors, including the powers to enter into any agreements (including any amendments and modifications thereto), incur and pay any obligations in the ordinary course of business (including, without limitation, leasing individual residential units and commercial spaces in the ordinary course of business), cease to carry on all or any part of the business, or cease to perform any contracts of any of the Debtors or in respect of the Property;

(d) to engage property managers, consultants, contractors, brokers, appraisers, agents, tradespersons, development managers, experts, auditors, accountants, managers, counsel and such other persons (each, an "**Advisor**") 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 pay the retainer, fees and disbursements of any Advisor retained by the Receiver in connection with or in relation to these proceedings, whether incurred prior to or after the date of this Order, in each case not to exceed their standard rates and charges;

(f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of any of the Debtors or any part or parts thereof;

(g) to receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors**,** including any rent derived from the Property, and to exercise all remedies of any of the Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the Debtors;

(h) to settle, extend or compromise any indebtedness owing to any of the Debtors;

(i) 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 any of the Debtors, for any purpose pursuant to this Order;

(j) to make payments of interest to the Applicant as required by the Credit Agreement between the Applicant and the Borrower, among others, dated May 13, 2022 (as amended);

(k) 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 any of the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings;

(l) 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/or soliciting and entering into engagement proposals by brokers or listing agents, and negotiating such terms and conditions of sale or engagement as the Receiver in its discretion may deem appropriate, subject to the consent of the Applicant;

(m) 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 $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or Section 31 of the Ontario *Mortgages Act* , as the case may be, shall not be required;

(n) 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;

(o) 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;

(p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(q) 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 any of the Debtors;

(r) to enter into agreements with any trustee in bankruptcy appointed in respect of any 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 any of the Debtors;

(s) to exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have; and

(t) 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 the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on the Debtors' 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 and cloud-based data of any kind related to the business or affairs of any of the Debtors, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the 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, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may

not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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, cloud or other system and providing the Receiver with any and all access codes, account names and 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 any 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 any 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 any of 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 any of the Debtors to carry on any business which the Debtors are 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 any of the Debtors, 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 any of 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, property maintenance or management services, utility or other services to any of 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, 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 any of the Debtors shall remain the employees of the applicable Debtor until such time as the Receiver, on the applicable Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. The Receiver is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by any of the Debtors, in matters relating to safety, access and use of the Property.

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 (including, without limitation, deemed 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 $500,000 (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 and charges thereon, in priority to all security interests, trusts, liens (including construction liens registered as of the date of this Order), 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 "A" 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.

BANKRUPTCY

24. **THIS COURT ORDERS** that the Receiver shall cause the Debtors to be assigned into bankruptcy, with the timing of such assignment to be determined in consultation with, and with the consent of, the Applicant. The Receiver may act as a trustee in bankruptcy of the Debtors in any such bankruptcy.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/) shall be

valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol (the "**Case Website**").

26. **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.

27. **THIS COURT ORDERS** that the Receiver shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Receiver shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Receiver shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **THIS COURT ORDERS** that this order is effective as of today's date at 12:01a.m. and is enforceable without the need for entry and filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. **THIS IS TO CERTIFY** that AlixPartners Restructuring, Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Nova Ridge (Manderley) Limited Partnership (and Nova Ridge (Manderley) GP Corp. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 23rd day of June, 2026 (the "**Order**") made in an action having Court file number CL-26-00000276-0000, 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 including liens registered as of the date of this Order, 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.

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 _____, 20__.

AlixPartners Restructuring, Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.	Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

RECEIVERSHIP ORDER

GOWLING WLG (CANADA) LLP
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Lawyers for the Applicant

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No. ——~~

Court File No. CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	~~WEEKDAY~~TUESDAY, THE ~~#~~ 23RD
	)	
JUSTICE ~~—~~MYERS	)	DAY OF ~~MONTH~~JUNE, ~~20YR~~2026

~~**PLAINTIFF**~~[1]

UNITED OVERSEAS BANK LIMITED

~~Plaintiff~~Applicant

- and -

NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

~~**DEFENDANT**~~Respondents

~~Defendant~~

ORDER
(appointing Receiver)

THIS ~~MOTION~~**APPLICATION** made by the ~~Plaintiff~~[2]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

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

"**CJA**") appointing ~~[RECEIVER'S NAME]~~AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver ~~[~~and manager~~]~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor~~Nova Ridge (Manderley) Limited Partnership (the "**Borrower**") and Nova Ridge (Manderley) GP Corp. (the "**Borrower GP**" and collectively with the Borrower, the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference.

ON READING the affidavit of ~~[NAME]~~Jane Taylor sworn ~~[DATE]~~June 16, 2026 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES],~~the Applicant and the Receiver and such other parties as listed on the Participant Information Form, with no one appearing for ~~[NAME]~~any other person although duly served as appears from the ~~affidavit of service of [NAME] sworn [DATE]~~Lawyer's Certificate of Service of ● dated ●, 2026, filed, and on reading the consent of ~~[RECEIVER'S NAME]~~AlixPartners to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated[3] so that this ~~motion~~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, ~~[RECEIVER'S NAME]~~AlixPartners is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of any of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by any of the ~~Debtor~~Debtors, including all proceeds thereof (the "**Property**")~~.~~, including, without limitation, the following real property (the "**Lands**"):

~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

Municipal Address: 1478-1496 Kingston Road, Toronto

PINs: 77159-0001 (LT) to 77159-0387 (LT) (excluding any units owned by third-party purchasers)

Legal Description: PCL 7-1, SEC M588; LTS 7, 8 & 9, PL M588, T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO IN FAVOUR OF THE GRANTOR, HIS EXECUTORS & ASSIGNS, HIS SERVANTS, WORKMEN, AGENTS, THE TENANTS & OCCUPANTS OF THE SAID PROPERTY & ALL OTHERS DOING BUSINESS WITH HIM OVER, ALONG & UPON BLK A ON SAID PL M588 T/W A RIGHT IN COMMON WITH ALL OTHERS ENTITLED THERETO TO THE USE OF SAID BLK A FOR THE PURPOSE OF PARKING MOTOR VEHICLES THEREON; SCARBOROUGH, CITY OF TORONTO

and all personal property of any of the Debtors of any nature whatsoever located in, on or at, acquired or used in connection with, arising from, or otherwise relating to the Lands.

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 and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the ~~relocating~~relocation 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 any of the ~~Debtor~~Debtors, including the powers to enter into any agreements (including any amendments and modifications thereto), incur and pay any obligations in the ordinary course of business (including, without limitation, leasing individual residential units and commercial spaces in the ordinary course of business), cease to carry on all or any part of the business, or cease to perform any contracts of ~~the Debtor~~any of the Debtors or in respect of the Property;

(d) to engage property managers, consultants, contractors, brokers, appraisers, agents, tradespersons, development managers, experts, auditors, accountants, managers, counsel and such other persons (each, an "**Advisor**") 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 pay the retainer, fees and disbursements of any Advisor retained by the Receiver in connection with or in relation to these proceedings, whether incurred prior to or after the date of this Order, in each case not to exceed their standard rates and charges;

(f) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of any of the ~~Debtor~~Debtors or any part or parts thereof;

(g) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to ~~the Debtor~~any of the Debtors, including any rent derived from the Property, and to exercise all remedies of any of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the ~~Debtor~~Debtors;

(h) ~~(g)~~ to settle, extend or compromise any indebtedness owing to any of the ~~Debtor~~Debtors;

(i) ~~(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 any of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(j) to make payments of interest to the Applicant as required by the Credit Agreement between the Applicant and the Borrower, among others, dated May 13, 2022 (as amended);

(k) ~~(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 any of the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings~~.[4]The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding~~;

(l) ~~(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/or soliciting and entering into engagement proposals by brokers or listing agents, and negotiating such terms and conditions of sale or engagement as the Receiver in its discretion may deem appropriate, subject to the consent of the Applicant;

~~[4] This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(m) ~~(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 $~~_____~~250,000, provided that the aggregate consideration for all such transactions does not exceed $~~_____~~1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*~~, [~~ or ~~section~~Section 31 of the Ontario *Mortgages Act* , as the case may be,~~]~~[5] shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~;

(n) ~~(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;

(o) ~~(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;

(p) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

~~[5] If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

(q) ~~(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 any of the ~~Debtor~~Debtors;

(r) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of any of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the ~~Debtor~~Debtors;

(s) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which any of the ~~Debtor~~Debtors may have; and

(t) ~~(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 ~~Debtor~~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 ~~Debtor~~Debtors, (ii) all of ~~its~~the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~the Debtors' 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 ~~and~~, information and cloud-based data of any kind related

to the business or affairs of any of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the 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, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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, cloud or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court~~

~~upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

7. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

8. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of any of the ~~Debtor~~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 any of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against any of the ~~Debtor~~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 any of the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~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. ~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by any of the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with any of the ~~Debtor~~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, property maintenance or management services, utility or other services to any of the ~~Debtor~~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 ~~Debtor's~~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 ~~Debtor~~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. ~~13.~~ **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, 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. ~~14.~~ **THIS COURT ORDERS** that all employees of any of the ~~Debtor~~Debtors shall remain the employees of the applicable Debtor until such time as the Receiver, on the ~~Debtor's~~applicable Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. The Receiver is empowered but not obligated to interact with, and provide direction to, individuals who are on the Property, but are not employed by any of the Debtors, in matters relating to safety, access and use of the Property.

PIPEDA

14. ~~15.~~ **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 ~~Debtor~~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. ~~16.~~ **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. ~~17.~~ **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. ~~18.~~ **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~~,~~ (including, without limitation,

deemed 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.[6]

18. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~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. ~~20.~~ **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. ~~21.~~ **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 $~~———~~500,000 (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 and charges thereon, in priority to all security interests, trusts, liens~~,~~ (including construction liens registered as of the date of this Order), 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.

~~[6] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

21. ~~22.~~ **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. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. ~~24.~~ **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.

BANKRUPTCY

24. **THIS COURT ORDERS** that the Receiver shall cause the Debtors to be assigned into bankruptcy, with the timing of such assignment to be determined in consultation with, and with the consent of, the Applicant. The Receiver may act as a trustee in bankruptcy of the Debtors in any such bankruptcy.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the ~~E-Service Protocol of the~~Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf~~https://www.ontariocourts.ca/scj/commercial-list-forms-and-model-orders/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules ~~of Civil Procedure~~. Subject to Rule 3.01(d) of the Rules ~~of Civil Procedure~~ and paragraph ~~21~~13 of the Protocol, service of documents in accordance with the Protocol will be effective on

transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol ~~with~~ (the ~~following URL '<@>'~~"**Case Website**").

26. **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 ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~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.

27. **THIS COURT ORDERS** that the Receiver shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Receiver shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Receiver shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

29. ~~27.~~ **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.

~~28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.~~

30. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the 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.

31. ~~30.~~ **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.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Applicant's security or, if not so provided by the ~~Plaintiff's~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~Debtors' estates with such priority and at such time as this Court may determine.

33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the 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.

34. **THIS COURT ORDERS** that this order is effective as of today's date at 12:01a.m. and is enforceable without the need for entry and filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. **THIS IS TO CERTIFY** that [RECEIVER'S NAME]AlixPartners Restructuring, Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME]Nova Ridge (Manderley) Limited Partnership (and Nova Ridge (Manderley) GP Corp. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the DebtorDebtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___23rd day of _____June, 20__2026 (the "**Order**") made in an action having Court file number ___CL-_____26-00000276-0000, 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 including liens registered as of the date of this Order, 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.

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 _____, 20__.

~~[RECEIVER'S NAME]~~AlixPartners Restructuring, Inc., solely in its capacity ~~-~~ as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.	Court File No.: CL-26-00000276-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

RECEIVERSHIP ORDER

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Summary report: Litera Compare for Word 11.13.0.54 Document comparison done on 2026-06-16 7:12:32 PM	
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Intelligent Table Comparison: Active	
Original filename: \\gowlings.corp\PersonalDrives\TOR\tandonn\Desktop\receivership-order-en (10).doc	
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Move To	3
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Embedded Excel	0
Format changes	0
Total Changes:	383

UNITED OVERSEAS BANK LIMITED, VANCOUVER BRANCH v. NOVA RIDGE (MANDERLEY) LIMITED PARTNERSHIP and NOVA RIDGE (MANDERLEY) GP CORP.

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ONTARIO
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APPLICATION RECORD

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