

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

PORTAGE CAPITAL NOMINEE CORP.

Applicant

- and -

R & B PROPERTIES (2011) INC.

Respondent

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,
R.S.O. 1990, c. C.43, as amended**

**MOTION RECORD
(Appointing Receiver)
Returnable January 13, 2026**

December 12, 2025

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TO SERVICE LIST

**ONTARIO
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SERVICE LIST
(as at December 12, 2025)

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Ministries / Government

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MOTION RECORD

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TAB 1



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

PORTAGE CAPITAL NOMINEE CORP.

Applicant

- and -

R & B PROPERTIES (2011) INC.

Respondent

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,
R.S.O. 1990, c C.43, as amended**

**NOTICE OF APPLICATION
(Appointing Receiver)**

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

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

at the following location

via Zoom video conference before a judge presiding over the Commercial List, the Zoom details for which will be posted to Case Center by court staff

on **Tuesday, January 13, 2026, at 11:00 a.m.**

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

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

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

Date: _____

Issued by: _____
Local Registrar

Address of Court Office: 330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: R & B PROPERTIES (2011) INC.
1867 Yonge Street
Suite 501
Toronto, ON M5S 1Y5

Respondent

AND TO: THE SERVICE LIST

APPLICATION

1. The Applicant, Portage Capital Nominee Corp. (the “**Nominee**”), makes an application for an order substantially in the form as the draft order included at Tab 3 of the application record served herewith (the “**Appointment Order**”)¹, among other things:
 - (a) if necessary, abridging the time for service of the notice of application and the application record and validating service thereof;
 - (b) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of (i) the real property with legal descriptions set out in **Schedule “A”** hereto (the “**Real Property**”), (ii) all of the personal property of R & B Properties (2011) Inc. (the “**Respondent**” or the “**Debtor**”) acquired for, from, or used in relation to the business carried on by the Debtor relating only to, located upon or used only in connection with the Real Property (c) all proceeds and renewals thereof (collectively, the “**Property**”), in each case pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”).
 - (c) granting a stay of proceedings against the Debtors in connection with or related to the Property;

¹ A blackline of the Receivership Order against the Commercial List User’s Committee Model Order is included at Tab 4 of the Applicant’s application record.

- (d) granting a charge over the Property for the purpose of funding the Receivership (the "**Receiver's Charge**"); and
- (e) such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THIS APPLICATION ARE:

The Parties

- 2. Portage Capital Nominee Corp. (the Nominee and Applicant), is a wholly owned subsidiary of Portage Capital Corporation ("**Portage**") and a special purpose vehicle used by Portage for providing and securing loans. Portage is a boutique real estate finance company specializing in mortgage lending, mezzanine debt, preferred equity and equity.
- 3. The Debtor is a special purpose vehicle with no known employees, incorporated to purchase and manage the Real Property and administer the leases with the Retail Establishments (defined below). The Debtor's shares are solely owned and controlled by its principal and guarantor, Daniel Rumack (the "**Guarantor**"). The only current business of the Debtor is acting as landlord and property manager of the Real Property.
- 4. The Real Property consists of approximately 23,865 square feet of mixed-use retail and office space on a 0.25-acre site, which is located at 761 Queen Street West, Toronto, Ontario Toronto, Ontario.

Loan and Security Documents

5. The Loan was originally structured with Portage's affiliate, Community Trust Company ("**Community**"), as the lender, and subsequently assigned by Community to the Nominee.
6. By commitment letter dated August 10, 2021, Portage (on behalf of the Nominee) (the "**Commitment Letter**") agreed to provide a \$15,500,000 loan (the "**Loan**") to refinance the existing first mortgage on the Real Property.
7. As security for the Loan, the Debtor granted to the Nominee, among other things (collectively, the "**Security**"):
 - (a) a first charge/mortgage over the Real Property registered on title for the Real Property as Instrument No. AT5195577 on July 26, 2019, as transferred to the Nominee by Community pursuant to Instrument No. AT5845288 on August 31, 2021, as amended by Instrument No. AT5873590 on October 1, 2021 and as further amended by and among the Nominee, Debtor and Guarantor to extend the maturity to April 1, 2025 by Instrument No. AT6724404 on December 20, 2024, in the original principal amount of \$15,500,000 as of July 26, 2019;
 - (b) a general security agreement dated as of July 26, 2019 as assigned to the Nominee on July 15, 2021;
 - (c) general assignment of rents and leases dated July 26, 2019 as assigned to the Nominee on July 15, 2021;

- (d) a notice of assignment of lessor interest in lease dated July 26, 2019 as assigned to the Nominee on July 15, 2021;
 - (e) an assignment of material contracts dated as of September 13, 2021; and
 - (f) an assignment of monies which may become payable under insurance policies dated as of October 1, 2021.
8. The Nominee has also taken an assignment effective as of September 2, 2021 of a first in time *Personal Property Security Act* (Ontario) financing statement against the Debtor by Community.

Defaults and Demands

9. The Commitment Letter is a term loan facility, which required that the principal be paid in full 24 months following the Interest Adjustment Date, which occurred on October 1, 2021. Accordingly, the Debtor was required to repay the Loan in full on October 1, 2023. The Debtor failed to repay the Loan on October 1, 2023 (the “**Payment Default**”).
10. On November 2, 2023, Portage sent a demand letter to the Debtor demanding repayment of all the Indebtedness (as then owing) by November 6, 2023 (the “**November 2023 Demand Letter**”). No such repayment was made.
11. On November 20, 2023 the Nominee entered into a forbearance agreement with the Debtor and the Guarantor, which was subsequently extended by a series of agreements of the Nominee (collectively, the “**Forbearance Agreement**”). The cumulative forbearance period ended on October 1, 2025.

12. In addition to the Payment Default, the following Events of Default (as defined in the Commitment Letter, Security documents and Forbearance Agreement (as defined below)) have occurred:
- (a) failure to pay the Loan in full on or before the end of the Forbearance Period (as defined in the Forbearance Agreement);
 - (b) failure to pay Interest to Portage on September 1, 2025 and October 1, 2025 in accordance with s. 4.01 of the Forbearance Agreement, or subsequently following its expiry;
 - (c) failure to pay arrears on municipal property taxes in accordance with s. 18 of the Commitment Letter, s. 3.1(n) of the Mortgage and s. 3.01(f) of the Forbearance Agreement; and
 - (d) failure to pay the Forbearance Fee (as defined in the Forbearance Agreement) on October 1, 2025 in accordance with s. 3.02 of the Forbearance Agreement.
13. Despite Portage's long forbearance and significant patience and accommodation of the Debtor, the Indebtedness was not repaid when the forbearance period ended on October 1, 2025.
14. On October 21, 2025, Portage's counsel sent a demand letter to the Debtor, noting the Debtor Defaults amounted to Events of Default under the Forbearance Agreement, declaring the Indebtedness due and payable, and demanded repayment of the Indebtedness in full within 10 days (the "**October 21 Demand Letter**"). A Notice of Intention to Enforce a Security pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**244**

Notice”) was delivered in conjunction with the October 21 Demand Letter. The notice period under the 244 Notice has expired.

15. The Debtor has not made any further payments to Portage since October 21 and the issuance of the October 21 Demand Letter.

It is Just and Convenient to Appoint the Receiver

16. The Nominee is explicitly entitled to seek the appointment of a receiver in the current circumstances pursuant to subsections 7.3(c) and 7.2(d) of the Mortgage, section 15 of the GSA and subsection 10.01(b) of the Forbearance agreement.
17. In addition to the Nominee’s contractual entitlement to the appointment by the Court of a receiver under the current circumstances, in Portage’s view it is just, convenient, and necessary for a receiver to be appointed, including because:
 - (a) the loan matured over two years ago and the Debtor has shown neither the ability nor the willingness to pay down the outstanding principal and accrued interest;
 - (b) the Debtor’s significant municipal tax arrears supersede the Nominee’s first lien indebtedness, exacerbating the risk that the Debtor’s collateral will not ultimately be sufficient to repay same;
 - (c) the Debtor has a liquidity crisis and has demonstrated it cannot reliably make regularly scheduled interest payments to Portage;

- (d) there is minimal prejudice to the Debtor created by the appointment of a Receiver given, among other things, the lack of material employees or economic stakeholders and the fact that the Debtor is attempting to liquidate its Real Property;
- (e) the Debtor's only option to meet financial obligations connected to the Real Property is to sell the Real Property, and a receivership process will be used to obtain the highest and best value for the Property; and
- (f) the Real Property has been listed for sale for approximately 14 months and the debtor has been unsuccessful in securing a long-term tenant for a material portion of the building, demonstrating an absence of alternatives.

Other Grounds

- 18. Section 243 of the BIA, and the BIA generally;
- 19. Sections 11, 96 and 101 of the CJA, and the CJA generally;
- 20. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3)(g), 16, 17.02 (a) and (f), 38, 40.01 and 45.01 of the Rules of Civil Procedure; and
- 21. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the affidavit of Andrew Jones, sworn December 9, 2025 included at Tab 2 of the application record served herewith;

- (b) the consent of KSV to act as Receiver, to be filed; and
- (c) such other material as counsel may advise and this Honourable Court may permit.

December 11, 2025

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Lawyers for the Applicant

SCHEDULE "A"**DESCRIPTION OF THE REAL PROPERTY****Municipal Address**

761 Queen Street West, Toronto, ON

Legal Description of the Real Property

PIN 21243-0007 (LT) being Part of PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120, Toronto, City of Toronto

Court File No.:

PORTAGE CAPITAL NOMINEE CORP.
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

**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.

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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R.S.O. 1990, c. C.43, as amended**

AFFIDAVIT OF ANDREW JONES
(Sworn December 9, 2025)

I, Andrew Jones, of the City of Toronto, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am the Managing Partner at Portage Capital Corporation (“**Portage**”), the shareholder of the Applicant, Portage Capital Nominee Corp. (the “**Applicant**” or the “**Nominee**”). As such, I have knowledge of the matters deposed to in this affidavit. Where this affidavit is not based on my direct personal knowledge, it is based on information and belief and I verily believe such information to be true.
2. This affidavit is sworn in support of an application by the Nominee for an Order (the “**Appointment Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in

such capacities, the “**Receiver**”) without security, of: (i) the real property with legal descriptions set out in **Exhibit “A”** hereto (the “**Real Property**”), and (ii) all of the personal property of R & B Properties (2011) Inc. (the “**Respondent**” or the “**Debtor**”) which is located at or related to or used or acquired in connection with or arising from or out of the Real Property ((i) and (ii), collectively, the “**Property**”), in each case pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”).

Overview

3. Portage is a boutique real estate finance company specializing in mortgage lending, mezzanine debt, preferred equity and equity. As a result of multiple events of default under the Loan and Security Documents (as defined below), which have been continuing uncured since October 1, 2023, the Applicant is seeking the appointment of the Receiver pursuant to the proposed Appointment Order.

4. On August 10, 2021, Portage (on behalf of the Nominee) entered into a commitment letter (the “**Commitment Letter**”) with the Debtor whereby it committed to advance a loan (the “**Loan**”) in the principal amount of \$15,500,000 to refinance the existing first mortgage of real property located at 761 Queen Street West, Toronto, Ontario, being approximately 23,865 square feet of mixed use retail and office space situated on a 0.25-acre site, which included several Retail Establishments (as defined below) that comprise the Real Property.

5. The Loan is secured by Loan and Security Documents (as defined below), which include a first charge/mortgage (the “**Mortgage**”) over the Real Property and a general security agreement over the Debtor’s personal property used in connection with or related to the Real Property.

6. As at December 1, 2025, the total amount of principal and interest outstanding under the Loan was 16,066,777.98, as further particularized below (together with all costs, fees, expenses, interest and other amounts payable pursuant to the Loan and Security Documents that shall continue to accrue after December 1, 2025, the “**Indebtedness**”).

7. The Commitment Letter provides for a term facility, which required interest payments to be made on the first of every month throughout the duration of the facility and the principal to be repaid twenty-four months following the Interest Adjustment Date (as defined therein). The Interest Adjustment Date occurred on October 1, 2021, and as a result, the Loan matured on October 1, 2023. Notwithstanding that the Loan matured over two years ago, the Debtor is also in default under the Loan and Security Documents as a result of a failure to pay interest and fees owing on the Loan, as well as arrears on municipal property taxes and other obligations to the municipality.

8. Upon maturity of the Loan on October 1, 2023, and failure by the Debtor to pay the principal owing, Portage sent a demand letter to the Debtor dated November 2, 2023, whereby Portage demanded repayment of all the Indebtedness (as then owing) by November 6, 2023 (the **“November 2023 Demand Letter”**). The November 2023 Demand Letter is attached hereto as **Exhibit “B”**.

9. Following issuance of the November 2023 Demand Letter, the Nominee entered into a forbearance agreement with the Debtor and the Guarantor, dated November 20, 2023 (the **“Original Forbearance Agreement”**), pursuant to which the Nominee agreed to, among other things, forbear from exercising rights and remedies against the Debtor and the Guarantor until the earlier of (i) June 30, 2024, and (ii) the Occurrence of a Forbearance Default (as defined therein) (the **“Initial Forbearance Period”**), in exchange for an increase in interest owing on the Loan and a commitment to make certain scheduled paydowns on principal. The Initial Forbearance Period was subsequently extended by a series of agreements of the Nominee, pursuant to letter agreements dated July 10, 2024, November 7, 2024 and May 1, 2025 (together with the Original Forbearance Agreement, collectively the **“Forbearance Agreement”**), resulting in a cumulative forbearance period that ended on October 1, 2025 (the **“Final Forbearance Period”**).

10. The Real Property was listed for sale in or about September 2024 with CBRE Ltd. (**“CBRE”**) acting as broker. There is no listing price in the CBRE listing.

11. As further detailed below, the Real Property is partially occupied by tenants, however two of the property’s four tenants have terminated their leases. Retailer Anthropologie vacated approximately 7000 square feet of space on the first and second floors of the Real Property in

January 2025, which I understand was the end of the term of its lease. Later in 2025, the Beer Store operating out of the ground floor of the Real Property vacated and permanently closed its operations there, and has since been in negotiations to terminate its lease.

12. Following the exit of Anthropologie and the Beer Store, the Real Property's tenants are limited to Behaviour Inc., which operates a marketing agency out of the upper floors of the Real Property, and b-Stretched, which operates a stretching and wellness studio. I understand that the Debtor has also been generating some revenues from pop-up markets and other short-term solutions, as discussed below. This elimination of regular revenues from the Real Property will serve to increase the already significant financial strain on the Debtor.

13. In addition to the Debtor's failure to pay the Indebtedness on the October 2022 maturity date, and the tenants vacating the premises, the Debtor is also significantly in arrears on its municipal taxes. The City of Toronto has confirmed that as of December 8, 2025, the municipal tax arrears are \$450,305.81, as discussed in further detail herein. I understand that municipal tax debt has a *de facto* priority to pre-existing secured debt, and accordingly Portage is very concerned that this material tax arrears is eroding its security position.

14. Following the end of the Final Forbearance Period, counsel for Portage sent a letter to the Debtor on October 21, 2025, declaring all amounts owing under the Commitment Letter and Forbearance Agreement and demanding payment of the Indebtedness by no later than October 31, 2025 (the "**October 21 Demand Letter**"). The October 21 Demand Letter advised that, if payment was not made on or before October 31, 2025, Portage would take steps to enforce its security against the Debtor. A Notice of Intention to Enforce a Security pursuant to Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**244 Notice**") was delivered in conjunction with the October 21 Demand Letter.

15. The Final Forbearance Period in the Forbearance Agreement has expired, the deadline to pay the Indebtedness in full as set out in the October 21 Demand Letter has passed and the notice period in the 244 Notice has lapsed. The Real Property is listed for sale, and two of the four tenants have left. Portage now desires to enforce its security through the appointment of a receiver over all the Property.

16. Portage has lost all confidence in the management of the Debtor and the ability of the Debtor to pay back the Indebtedness. This loss of confidence is based not only on the failure of the Debtor to make payments on the Indebtedness, but also on the inability to procure long-term tenants or sell the building, and on the prejudicial actions of the Debtor for failure to repay municipal tax obligations to the City of Toronto on the schedule agreed to in the Forbearance Agreement.

17. In Portage's view, the only commercially reasonable resolution to the untenable *status quo* is for a receiver to be appointed to sell the Property.

The Real Property

18. The Real Property consists of approximately 23,865 square feet of mixed-use retail and office space on a 0.25-acre site, which is located in Toronto, Ontario. A legal description of the Real Property is set out in **Exhibit "A"** hereto. Real property search results against the legal description of the Real Property are attached as **Exhibit "C"** hereto (the "**PIN Search Results**").

19. The Real Property was historically occupied by, among others, an affiliate of URBN US Retail LLC ("**Anthropologie**"), Behaviour Inc. ("**Behaviour**"), Brewers Retail Inc. ("**Brewers**") and b-Stretched ("**b-Stretched**") which operated an Anthropologie store, a marketing agency, a Beer Store, and a stretching and wellness studio, respectively (collectively, the "**Retail Establishments**").

20. Behaviour and b-Stretched are occupying their respective areas of the Real Property, and to the best of my knowledge are paying rent as and when due.

21. Anthropologie's lease expired in January 2025, and it vacated the Real Property in early January 2025.

22. Brewers has vacated the premises and permanently closed its operations there. I understand from counsel for the Debtor that Brewers will pay a termination fee and that negotiations for same are ongoing – however, any termination fee is expected to be *significantly* less than the secured indebtedness owing to Portage.

23. Portage has been provided with the rent rolls for the Real Property by the Debtor, including the annual rents paid by the Retail Establishments. Given that there is an ongoing effort to lease the Real Property to new tenants, the rental amounts are not included in this affidavit, however the lost annual rent from Anthropologie and the Beer Store is material.

24. Upon Brewers vacating the Real Property, a material portion of the Real Property is vacant, including the large converted church space on the first and second floor of the building that was formerly occupied by Anthropologie. I understand that the Debtor is leasing the former Anthropologie space to a pop-up market variously referred to as “The Hippie Market” and the “Toronto Vintage Market” on certain weekends. Portage has not been provided with details from the Debtor about the revenues generated from pop-up, short-term rentals, however I understand that while they may be material for 2-day pop-up periods, they are not consistent, and leasing the vacant Anthropologie space for weekend rentals is not a long term sustainable solution.

25. Based on the failure by the Debtor to make debt service payments and the material tax arrears, I do not believe that the pop-up revenues are sufficient to make the Debtor cashflow solvent. Moreover, it bears repeating that the Debtor failed to repay the Indebtedness over the two years of Portage forbearance, when the Real Property was fully tenanted, and so even a new tenant in the former Anthropologie space would not appear to be sufficient to enable the Debtor to pay its obligations.

The Applicant

26. Portage is a boutique real estate finance company specializing in mortgage lending, mezzanine debt, preferred equity and equity. The Applicant and Nominee, Portage Capital Nominee Corp., is a wholly owned subsidiary of Portage and a special purpose vehicle used for providing and securing loans. The Nominee holds the security of the Debtor in this case.

The Debtor

27. The Debtor is a special purpose vehicle which was incorporated to purchase and manage the Real Property and administer the leases with the Retail Establishments. A copy of the corporate profile report for the Debtor is attached hereto as **Exhibit “D”**.

Business Operations

28. I understand that the Debtor is a corporation set up as a special-purpose vehicle to own and manage the Real Property, the shares of which are solely owned and controlled by the Guarantor (as defined below).

29. To the best of my knowledge, the only current business of the Debtor is acting as landlord and property manager for the remaining Retail Establishments, Behaviour and b-Stretched. The leases in respect of these Retail Establishments were pledged to the Nominee as part of the security for the Loan, which the Nominee could independently enforce against. However, Portage prefers a coordinated strategy for enforcing the Indebtedness, in the form of the requested receivership.

30. As set out in further detail below, the Debtor has missed several interest payments due to Portage and is in significant arrears on its municipal tax obligations. In addition to the several actionable payment defaults under the Commitment Letter, Portage is concerned that the Debtor's dire financial situation could result in disruptions to or negatively impact the operations of the Real Property and potentially imperil its collateral value.

Employees

31. I do not believe that the Debtor has any employees. The Debtor may have a small number of administrative personnel on staff, but I do not know if they are technically employed by the Debtor, an affiliate of the Debtor, or a third party service provider.

Loan and Security Documents

32. The Loan was originally structured with Community Trust Company ("**Community**") as the lender. Community is an affiliate of Portage. Following the closing of the financing, the debt and security was assigned by Community to the Nominee.

33. The Loan was made in two advances. The first advance in the principal amount of \$15,400,000 (the "**Initial Advance**") was made on or about the closing of the Loan on October 1, 2021. The second advance in the principal amount of \$100,000 was primarily used to pay for fees

and title insurance on the Initial Advance in the amount of \$91,700.02 (the “**Subsequent Advance**”). The Statement of Advance dated October 1, 2021 is attached hereto as **Exhibit “E”**.

34. The Loan was advanced to the Debtor pursuant to the Commitment Letter, which is a term facility with a 5.0% interest rate, with interest payable monthly on the first calendar day of each month. Attached hereto as **Exhibit “F”** is a copy of the Commitment Letter.

35. The Loan is secured by the Mortgage, which is registered on title for the Real Property as Instrument No. AT5195577 on July 26, 2019, as transferred to the Nominee by Community pursuant to Instrument No. AT5845288 on August 31, 2021, and as amended by Instrument No. AT5873590 on October 1, 2021 in the original principal amount of \$15,500,000 as of July 26, 2019. By way of an agreement amending charge dated October 31, 2024, by and among the Nominee, the Debtor and the Guarantor, the Mortgage was further amended to extend the maturity to April 1, 2025, increase the interest rate to 8.0% and require certain monthly principal payments be made (the “**Agreement Amending Charge**”). The Agreement Amending Charge was registered on title for the Real Property as Instrument No. AT6724404 on December 20, 2024. Attached hereto as **Exhibit “G”** is a copy of the Mortgage and all amendments thereto.

36. To further secure the Loan, the Debtor granted the Nominee, among other things: (i) a security interest over all of its present and after acquired property that is located at or related to or used or acquired in connection with or arising from or out of the Real Property, pursuant to:

- (a) a general security agreement dated as of July 26, 2019 granted by the Debtor to Community (the “**GSA**”), as assigned by Community to the Nominee pursuant to an assignment of general security agreement dated July 15, 2021,
- (b) a general assignment of rents and leases dated July 26, 2019 granted by the Debtor to Community (the “**Community GAR**”), as assigned by Community to the Nominee pursuant to an assignment of general assignments of rents dated July 15, 2021,

- (c) notices of assignment of lessor interest in lease dated July 26, 2019 granted by the Debtor to Community (the “**SAR**”), as assigned by Community to the Nominee pursuant to an assignment of specific assignment of leases dated July 15, 2021,
- (d) an assignment of all leases and rents related to the Real Property, pursuant to a general assignment of leases and rents dated as of October 1, 2021 (the “**2021 GAR**”),
- (e) an assignment of material contracts dated as of September 13, 2021 (the “**Assignment of Material Contracts**”), and
- (f) an assignment of monies which may become payable under insurance policies dated as of October 1, 2021 (the “**Assignment of Insurance**” and together with the Commitment Letter, Mortgage, GSA, General Assignment of Leases and Rents, the Assignment of Material Contracts, and all ancillary, supplemental and additional documents or instruments to each of the foregoing entered into with the Debtor in connection with the Loan, the “**Loan and Security Documents**”).

Copies of the GSA, the Community GAR, the SAR, the 2021 GAR, the Assignment of Material Contracts and the Assignment of Insurance Monies, each with its corresponding assignment agreement with Community where applicable, are attached hereto as **Exhibits “H”, “I”, “J”, “K”, “L” and “M”**, respectively.

37. The Mortgage and GAR have been registered as a first charge against title of the Real Property and are reflected in the PIN Search Results attached hereto as **Exhibit “C”**.

38. The Applicant has also taken an assignment effective as of September 2, 2021 of a *Personal Property Security Act* (Ontario) (the “**PPSA**”) financing statement against the Debtor by Community. A copy of the PPSA search results, indicating the Nominee’s first in time registrations against the Debtor (the “**PPSA Search Results**”) is attached hereto as **Exhibit “N”**.

Guarantee

39. The principal of the Debtor, Daniel Rumack (the “**Guarantor**”), has guaranteed the Indebtedness, pursuant to an amended and restated guarantee and indemnity dated as of October 1, 2021 (the “**Guarantee**”). A copy of the Guarantee is attached hereto as **Exhibit “O”**.

The Indebtedness

40. As at December 1, 2025, the total amount outstanding under the Loan was \$16,066,777.98. A breakdown of the Indebtedness is as follows:

Principal Balance	\$15,260,000.00
Accrued Interest from December 1 to December 1, 2025	\$3,344.66
Past Due Payment: September 1, 2025	\$101,733.33
Past Due Payment: October 1, 2025	\$101,733.33
Past Due Payment: November 1, 2025	\$101,733.33
Past Due Payment: December 1, 2025	\$101,733.33
Forbearance Fee	\$390,000.00
Prepayment Interest	\$0.00
Administration Fee	\$500.00
Legal Fee (Includes HST and Disbursement)	\$6,000.00
Total	\$16,066,777.98

Other Material Creditors

41. Based upon the PIN Search Results, the only parties with active registrations against the Real Property besides the Applicant are lessors:

- (a) Brewers Retail Inc. registered a notice of lease on June 18, 2015 as Instrument No. AT3918273; and

- (b) Behaviour Inc. registered a notice of lease on March 23, 2018 as Instrument No. AT4826974.

42. Based upon the PPSA Search Results, there are no other registrations against the Debtor besides the Nominee's PPSA registration.

43. Based upon a tax certificate with respect to the Real Property obtained from the City of Toronto on November 6, 2025 (the "**November Tax Certificate**"), the Debtor was in arrears on its obligations to the City of Toronto in an amount totaling \$494,342.78. The November Tax Certificate is attached hereto as **Exhibit "P"**.

44. Based upon a tax certificate with respect to the Real Property obtained from the City of Toronto on December 8, 2025 (the "**December Tax Certificate**"), the Debtor is currently in arrears on its obligations to the City of Toronto in an amount totaling \$450,305.81 (the "**Municipal Debt**"). The Municipal Debt includes amounts owing for municipal tax, fire safety service charges and water usage charges. The December Tax Certificate is attached hereto as **Exhibit "Q"**.

45. The November Tax Certificate showed that as of November 6, 2025 the tax arrears were \$494,342.78, which would indicate that based on the December Tax Certificate, the Debtor is paying approximately \$44,000 of tax and arrears per month. Even if these payments were to be maintained consistently going forward, it would take the Debtor approximately another year to repay the Municipal Debt, which means the subordination of the Portage security will continue unremedied for another year.

Defaults and Demands

46. The Commitment Letter is a term loan facility, which required that the principal be paid in full 24 months following the Interest Adjustment Date, which occurred on October 1, 2021. Accordingly, the Debtor was required to repay the Loan in full on October 1, 2023. The Debtor failed to repay the Loan on October 1, 2023 (the "**Payment Default**").

47. Following the maturity of the Loan, multiple Events of Default have also occurred and are continuing under the Commitment Letter and the Security, including, without limitation, Events of Default as a result of (collectively, with the Payment Default, the "**Debtor Defaults**"):

- (a) the failure to pay the Loan in full on or before the end of the Final Forbearance Period;
- (b) failure to pay Interest on September 1, 2025 and October 1, 2025 in accordance with s. 4.01 of the Forbearance Agreement (no interest has been paid subsequent to October 1, 2025 either, following the expiry of the Forbearance Agreement);
- (c) failure to pay arrears on municipal property taxes in accordance with s. 18 of the Commitment Letter, s. 3.1(n) of the Mortgage and s. 3.01(f) of the Forbearance Agreement as a result of the Municipal Debt; and
- (d) failure to pay the Forbearance Fee (as defined in the Forbearance Agreement) on October 1, 2025 in accordance with s. 3.02 of the Forbearance Agreement.

All these defaults constitute Events of Default under s. 9.01 of the Forbearance Agreement.

48. On October 21, 2025, Portage's counsel sent the October 21 Demand Letter to the Debtor and noted that the Debtor Defaults amounted to Events of Default under the Forbearance Agreement. Portage also declared the entire amount of the Indebtedness due and payable (notwithstanding that as a result of the maturity of the Commitment Letter and expiry of the Forbearance Agreement, the Indebtedness was already owing in full) and demanded repayment of the Indebtedness in full within 10 days. A 244 Notice was attached to the October 21 Demand Letter. The October 21 Demand Letter is attached hereto as **Exhibit "R"**.

49. On October 31, 2025, counsel for the Debtor sent Portage's counsel a response to the October 21 Demand Letter (the "**October 31 Letter**"). The October 31 Letter denies the default related to Municipal Debt, claiming that the Debtor "has entered into an arrangement with the City [of Toronto] to manage the taxes, which are not in default". Even if this statement is true that there is a payment arrangement agreed to by the City, failure to pay property tax remains an independently actionable default under the Commitment Letter and Mortgage, and further, it was an obligation under the Forbearance Agreement to make monthly "catch up" payments to the City of Toronto that should have significantly mitigated the Municipal Debt. Whether or not the City of Toronto is actively enforcing the Municipal Debt is irrelevant to the analysis of whether a default

exists as a result of the arrears, and irrelevant to the issue of whether the Municipal Debt forms a priority charge above the Nominee's security.

50. The October 31 Letter fails to address the fact that the Loan matured over two years ago and continues to remain outstanding (besides incorrectly stating that "stated defaults have been remedied," which is impossible; only the payment of the Indebtedness in full would cure the Payment Default), and fails to propose any path forward to remedy the unsustainable *status quo*. The October 31 Letter is attached hereto as **Exhibit "S"**.

51. Despite the Payment Default and Interest Defaults noted in the October 21 Demand Letter, no further payments have been made by the Debtor to the Nominee or Portage since October 21 and the issuance of the October 21 Demand Letter.

52. As noted above, the Forbearance Period in the Forbearance Agreement has expired, the deadline to pay the Indebtedness in full as set out in the October 21 Demand Letter has passed and the notice period in the 244 Notice has now lapsed.

Need for a Receiver

53. The Mortgage, the GSA and the Forbearance Agreement explicitly entitle the Nominee to seek the appointment of a receiver in the current circumstances:

- (a) Subsection 7.3(c) of the Mortgage provides:

Upon the occurrence of an Event of Default that is continuing beyond applicable cure periods the Chargee may, in its discretion [*emphasis added*]:

(c) **apply to a Court of competent jurisdiction for the appointment of a receiver** or receiver and manager to take possession of all or such part or parts of the Charged Premises as the Chargee shall designate, with such duties, powers and obligations as the Court making the appointment shall confer; and the Chargor hereby consents to the appointment of such receiver or receiver and manager; ...

- (b) Subsection 7.2(d) of the Mortgage provides for the appointment of a private receiver by the Nominee.

- (c) Section 15 of the GSA explicitly provides for the appointment of a receiver in writing:

Upon default, Creditor may appoint or re-appoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Creditor or not, to be a receiver or receivers (called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom)...

- (d) Section 10.01(b) of the Forbearance Agreement also explicitly sets out the Nominee's right to seek the appointment of a receiver *[emphasis added]*:

The Lender shall be entitled to exercise any or all of their rights and remedies under the Mortgage Documents, this Agreement or any stipulations or other documents executed in connection with or related to this Agreement or any of the Mortgage Documents, or applicable law, **including, without limitation, the appointment of a receiver.**

54. In addition to the Nominee's contractual entitlement to the appointment by the Court of a receiver under the current circumstances, in Portage's view it is just, convenient, and necessary for a receiver to be appointed, including because:

- (a) **Loan Maturity and Default:** the Loan, which was only for an original term of two years, matured more than two years ago, doubling the original temporal commitment of the Nominee, and the Debtor has shown neither the ability nor the willingness to pay down the outstanding principal and accrued interest. The Nominee's patience to be repaid, which it has exhibited for two years, is exhausted.
- (b) **Municipal Tax Arrears:** the Debtor is now in significant arrears with respect to municipal property tax, an obligation that will supersede the Nominee's first lien indebtedness, exacerbating the risk that the Debtor's collateral will not ultimately be sufficient to repay the Indebtedness;
- (c) **Liquidity Crisis:** the Debtor has demonstrated that it cannot reliably make regularly scheduled interest payments, and as described herein, its sources of

revenue have either been eliminated or are materially insufficient to service the Debtor's obligations. This is demonstrated by the Debtor's missed interest payments for the last several months, its failure to repay the Loan in full (notwithstanding that it matured 2 years ago), and its failure to make cure the Municipal Debt arrears. This liquidity crisis means that not only can the Debtor not repay the Loan, but it also creates significant concerns for Portage that there are insufficient funds to properly maintain the Real Property (which would both make securing new tenants difficult, and imperil the Nominee's collateral value);

- (d) **Balance of Prejudice**: the prejudice to the Debtor created by the appointment of a receiver is minimal:
- (i) The Debtor does not have material employees or other economic stakeholders who would be impacted by the Real Property being sold.
 - (ii) A receiver, being an independent court officer, is best positioned to deal with the two remaining Retail Establishments in a fair and transparent way, relative to all other enforcement options available to Portage.
 - (iii) The Real Property is already listed for sale: the Debtor is not attempting to hold on to the assets to turn-around or restructure its business, it is actively trying to liquidate the Real Property. However, it is not doing so efficiently, and a Receiver is necessary to facilitate a sale in a reasonable time period.
 - (iv) The Debtor only exists to manage the Real Property, it is not otherwise a going concern with business activities outside of the Real Property (to my knowledge): the Debtor has become unable to meet the obligations to Portage that arise from managing the Real Property, and so the appropriate result is that the Real Property be sold, in accordance with the rights and remedies set out in the Loan and Security Documents to which the Debtor agreed as a condition of receiving the Loan and the Forbearance.

- (v) To the extent that there are prospects to enter into long term leases of the Real Property, the Receiver would be entirely capable of negotiating and entering into such leases.
- (e) **Control:** Because the Debtor and the Guarantor are unwilling or unable to meet the financial obligations connected to managing the Real Property, their only option is to sell the Real Property. Portage has given the Debtor significant leeway to market and sell the Real Property as it sees fit, however it is not willing to allow the Debtor to control the marketing, timing or terms of such a disposition any longer. Instead, Portage has elected to use a receivership process to obtain the highest and best value for the Property.
- (f) **Absence of Alternatives**. The Real Property has been listed for sale for approximately 14 months, and as set out in the October 31 Letter, the Debtor has been trying to secure a long-term tenant for a material portion of the building. These efforts by the Debtor have been unsuccessful to date. Portage has given the Debtor ample time to find a solution to the untenable *status quo*: no long-term solution has been achieved. Portage has been provided with no comfort that these efforts will lead to a positive result in the short- or medium-term, and so for lack of any viable alternative, the appointment of the receiver is necessary at this time.

The Receiver

55. For all of the reasons set out above, the Nominee brings this application for the appointment of KSV as Receiver. I understand from KSV that it is a licenced trustee, as defined in the BIA, with extensive experience in Canadian insolvency proceedings, including receiverships.

56. The scope of the Receiver's appointment pursuant to the proposed Appointment Order extends to all of the Debtor's Property, including the Real Property, the remaining Retail Establishment leases, and all proceeds thereof.

57. It is anticipated that the Receiver, if appointed, will take control of and safeguard the Real Property, arrange for the Real Property to be managed in a transparent and Court-supervised

manner, and return to the Court in due course to seek approval of a proposed sale process that will be intended to thoroughly expose the Real Property to the market. The Receiver will also be well positioned to administer and service the leases of the Retail Establishments.

58. A Court-supervised receivership is the optimal resolution to the Debtor's multiple defaults, as the Receiver is best positioned to (i) maximize the value of the Real Property, in the interests of all creditors, and (ii) coordinate with and manage the relationships with the existing and potential new tenants of the Real Property, in a manner that will be least disruptive to their business.

Financing During the Receivership

59. Given the unknown resources and inconsistent cashflow of the Debtor, the Receiver (if appointed) may require additional funding. In that regard, it is contemplated that, if appointed, the Receiver will be empowered pursuant to the terms of the proposed Appointment Order to borrow funds, including from the Applicant, pursuant to Receiver's Certificates for the purposes of, among other things, funding operations and the professional costs and disbursements of the receivership (including paying the Receiver's fees and the fees of its counsel) for a period of time sufficient to permit the Receiver to devise, seek Court approval of and implement a robust sale process for the Real Property which thoroughly canvasses the market.

60. Receiver's borrowings would be made at the discretion of the Receiver, a Court officer, subject to the demonstrated cash need of the Debtor and the underlying receivership process.

61. If the Receiver requires funding for the process pursuant to Receiver's Certificate, Portage is prepared to make the necessary advances.

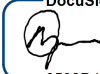
62. Accordingly, the Applicant is requesting the approval of the Receiver's ability to borrow from the Applicant pursuant to Receiver Certificates.

Conclusion

63. For the reasons set out above, I believe that it is just and convenient and in the interest of the Applicant and other stakeholders that KSV is appointed as Receiver on the terms set out in the proposed Appointment Order.

SWORN BEFORE ME)
)
☐ in person OR ☒ by video conference)
by Andrew Jones of the City of Toronto, in the)
Province of Ontario, before me at the City of)
Toronto, in the Province of Ontario, on)
December 9, 2025, in accordance with)
O.Reg.431/20, Administering Oath or)
Declaration Remotely)

Kyla Morreau

DocuSigned by:


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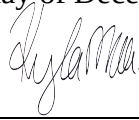
A Commissioner for Taking Affidavits, etc.
Kyla Morreau, LSO #937030

Andrew Jones

This is **Exhibit "A"** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

DESCRIPTION OF THE REAL PROPERTY

Municipal Address

761 Queen Street West, Toronto, ON

Legal Description of the Real Property

PIN 21243-0007 (LT) being Part of PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120, Toronto, City of Toronto

This is **Exhibit “B”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read "Kyla Morreau", is written above a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



November 2, 2023

by e-mail

jfreeman@cassels.com
tel 416-860-2927
file # 53481-31

R & B Properties (2011) Inc.
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

Attention: Daniel Rumack

Dear Sirs / Mesdames:

Re: Portage Capital Nominee Corp. (the "**Lender**") first mortgage loan (the "**Loan**") to R & B Properties (2011) Inc. (the "**Borrower**") on the security of property municipally known as 765 Queen Street West, Toronto, ON (the "**Property**") and as guaranteed by Daniel Rumack (the "**Guarantor**")

Loan No. 21-034

As you know, we represent the Lender in connection with the above-noted matter.

The Lender has advised us that the Borrower has not repaid the Loan which matured on October 1, 2023.

The purpose of this letter is to provide you with notice that the Borrower is in default of its obligations under Subsections 3.1(b) and 6.1(a) of the mortgage/charge granted by the Borrower in favour of the Lender registered as Instrument No. AT5195577, as assigned and amended from time to time (collectively, the "**Charge**").

The Lender has not and will not waive its rights arising from the aforesaid default or any default that may have occurred prior to or which may occur following the date of this letter and which are or are not currently known to the Lender.

The Lender requires the Borrower to repay the Loan, including all interest costs and expenses associated therewith on or before 5:00 pm on November 6, 2023. Should you fail to do so,

t: 416 869 5300
f: 416 360 8877
cassels.com

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza, 40 King Street West
Toronto, ON M5H 3C2 Canada

the Lender intends to enforce its security, including by way of receivership, power of sale or foreclosure proceeding or otherwise.

Not taking steps to immediately enforce the Lender's rights or remedies shall not constitute an agreement by the Lender to waive or forebear in enforcing such rights and remedies. The Lender expressly reserves its rights to exercise at any time any and all rights and remedies available to it by reason of any existing or subsequent breach, default or event of default under the Charge or other loan security in favour of the Lender.

We look forward to your immediate response to this letter.

Yours truly,

Cassels Brock & Blackwell LLP

A handwritten signature in blue ink, appearing to read 'Jonathan Freeman', with a long horizontal flourish extending to the right.

Jonathan Freeman Professional Corporation
Partner

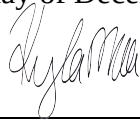
JF/

Cc: Andrew Jones, Portage Capital Corporation
Paul Jones, Portage Capital Corporation
Jeremy Mandell, Kadish Law

This is **Exhibit "C"** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read "Kyla Morreau", is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



LAND
REGISTRY
OFFICE #66

21243-0007 (LT)

PAGE 1 OF 4
PREPARED FOR Ngina001
ON 2025/12/04 AT 15:16:23

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

PROPERTY DESCRIPTION: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/11/14

OWNERS' NAMES

R & B PROPERTIES (2011) INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/11/10 **						
LT269786	1929/10/10	TRANSFER		*** COMPLETELY DELETED ***	THE TORONTO CHURCH EXTENSION AND MISSION UNION OF THE UNITED CHURCH OF CANADA	
REMARKS: AMENDED UNDER C790151						
C992424	1996/02/28	NOTICE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF TORONTO	
E140060	1997/12/31	NOTICE		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF TORONTO	
REMARKS: C992424						
E178334	1998/06/29	NOTICE OF LEASE		*** COMPLETELY DELETED ***	CONSUMER/SURVIVOR BUSINESS COUNCIL OF ONTARIO	
AT2806421	2011/09/07	APL (GENERAL)		*** COMPLETELY DELETED *** THE TORONTO UNITED CHURCH COUNCIL		
REMARKS: DELETE E140060						
AT2806422	2011/09/07	APL (GENERAL)		*** COMPLETELY DELETED *** THE TORONTO UNITED CHURCH COUNCIL		
REMARKS: DELETE C992424						
AT2821163	2011/09/23	TRANSFER	\$5,000,000	THE TORONTO UNITED CHURCH COUNCIL	R & B PROPERTIES (2011) INC.	C
AT2821164	2011/09/23	CHARGE		*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.	THE TORONTO UNITED CHURCH COUNCIL	
AT2821169	2011/09/23	CHARGE		*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.	RADIAL INVESTMENTS LIMITED	
AT3185604	2012/11/29	NO DET/SURR LEASE		*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.	R & B PROPERTIES (2011) INC.	

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



LAND
REGISTRY
OFFICE #66

21243-0007 (LT)

PAGE 2 OF 4
PREPARED FOR Ngina001
ON 2025/12/04 AT 15:16:23

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
~~REMARKS:- E178334-~~ AT3190351	2012/12/04	CHARGE		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
AT3190352	2012/12/04	NO ASSGN RENT GEN		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
~~REMARKS:- AT3190351~~ AT3190369	2012/12/04	DISCH OF CHARGE		~~*** COMPLETELY DELETED *** RADIAL INVESTMENTS LIMITED~~		
~~REMARKS:- AT2821169-~~ AT3202213	2012/12/19	CHARGE		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	RUMACK, DANIEL	
AT3477549	2013/12/12	DISCH OF CHARGE		~~*** COMPLETELY DELETED *** RUMACK, DANIEL~~		
~~REMARKS:- AT3202213-~~ AT3477652	2013/12/12	DISCH OF CHARGE		~~*** COMPLETELY DELETED *** THE TORONTO UNITED CHURCH COUNCIL~~		
~~REMARKS:- AT2821164-~~ AT3477653	2013/12/12	CHARGE		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
AT3477654	2013/12/12	NO ASSGN RENT GEN		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
~~REMARKS:- AT3477653-~~ AT3477655	2013/12/12	DISCH OF CHARGE		~~*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA~~		
~~REMARKS:- AT3190351-~~ AT3918273	2015/06/18	NOTICE OF LEASE	\$2	BREWERS RETAIL INC.	BREWERS RETAIL INC.	C
AT4009846	2015/09/16	NOTICE		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
~~REMARKS:- AT3477653~~ AT4148786	2016/02/19	NOTICE		~~*** COMPLETELY DELETED *** R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
~~REMARKS:- AT3477653~~						

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



LAND
REGISTRY
OFFICE #66

21243-0007 (LT)

PAGE 3 OF 4
PREPARED FOR Ngina001
ON 2025/12/04 AT 15:16:23

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
~~AT4591814~~	~~2017/06/08~~	~~NOTICE~~		~~*** COMPLETELY DELETED ***~~ ~~R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
	~~REMARKS: - AT3477653~~					
~~AT4821721~~	~~2018/03/15~~	~~NOTICE~~		~~*** COMPLETELY DELETED ***~~ ~~R & B PROPERTIES (2011) INC.~~	~~COMPUTERSHARE TRUST COMPANY OF CANADA~~	
	~~REMARKS: - AT3477653~~					
AT4826974	2018/03/23	NOTICE OF LEASE		BEHAVIOUR INC.	R & B PROPERTIES (2011) INC.	C
AT5195577	2019/07/26	CHARGE	\$15,400,000	R & B PROPERTIES (2011) INC.	COMMUNITY TRUST COMPANY	C
AT5195578	2019/07/26	NO ASSGN RENT GEN		R & B PROPERTIES (2011) INC.	COMMUNITY TRUST COMPANY	C
	~~REMARKS: AT5195577~~					
AT5195581	2019/07/26	NO ASSG LESSOR INT		R & B PROPERTIES (2011) INC.	COMMUNITY TRUST COMPANY	C
	~~REMARKS: AT3918273. AT5195577~~					
AT5195582	2019/07/26	NO ASSG LESSOR INT		R & B PROPERTIES (2011) INC.	COMMUNITY TRUST COMPANY	C
	~~REMARKS: AT4826974. AT5195577~~					
~~AT5199771~~	~~2019/07/31~~	~~DISCH OF CHARGE~~		~~*** COMPLETELY DELETED ***~~ ~~COMPUTERSHARE TRUST COMPANY OF CANADA~~		
	~~REMARKS: - AT3477653.~~					
AT5845288	2021/08/31	TRANSFER OF CHARGE		COMMUNITY TRUST COMPANY	PORTAGE CAPITAL NOMINEE CORP.	C
	~~REMARKS: AT5195577.~~					
AT5845289	2021/08/31	NO ASSGN RENT GEN		COMMUNITY TRUST COMPANY	PORTAGE CAPITAL NOMINEE CORP.	C
	~~REMARKS: AT5195577.~~					
AT5845299	2021/08/31	NOTICE		COMMUNITY TRUST COMPANY	PORTAGE CAPITAL NOMINEE CORP.	C
	~~REMARKS: AT5195577, AT5195578, AT5195581, AT5845288 AND AT5845289~~					
AT5845300	2021/08/31	NOTICE		COMMUNITY TRUST COMPANY	PORTAGE CAPITAL NOMINEE CORP.	C
	~~REMARKS: AT5195577, AT5195578, AT5195582, AT5845288 AND AT5845289~~					
AT5873590	2021/10/01	NOTICE		R & B PROPERTIES (2011) INC.	PORTAGE CAPITAL NOMINEE CORP.	C
	~~REMARKS: AT5195577~~					
AT5873591	2021/10/01	NO ASSGN RENT GEN		R & B PROPERTIES (2011) INC.	PORTAGE CAPITAL NOMINEE CORP.	C

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PAGE 4 OF 4
PREPARED FOR Ngina001
ON 2025/12/04 AT 15:16:23

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
~~AT6141810~~	~~2022/07/27~~	~~LIEN~~		~~*** COMPLETELY DELETED ***~~ ~~HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY~~ ~~THE MINISTER OF NATIONAL REVENUE~~		
~~AT6493695~~	~~2024/01/11~~	~~DISCHARGE INTEREST~~		~~*** COMPLETELY DELETED ***~~ ~~HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY~~ ~~THE MINISTER OF NATIONAL REVENUE~~		
AT6724404	2024/12/20	NOTICE	\$2	R & B PROPERTIES (2011) INC.	PORTAGE CAPITAL NOMINEE CORP.	C

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

This is **Exhibit “D”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



Ministry of Public and
Business Service Delivery

Profile Report

R & B PROPERTIES (2011) INC. as of December 04, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	R & B PROPERTIES (2011) INC.
Ontario Corporation Number (OCN)	2298417
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 12, 2011
Registered or Head Office Address	1867 Yonge Street, C/o Morgan Wilshire 900, Toronto, Ontario, M4S 1Y5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)
Name DANIEL RUMACK
Address for Service 1867 Yonge Street, 900, Toronto, Ontario, M4S 1Y5, Canada
Resident Canadian Yes
Date Began September 12, 2011

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Director/Registrar

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Active Officer(s)

Name

DANIEL RUMACK

Position

President

Address for Service

1867 Yonge Street, 900, Toronto, Ontario, M4S 1Y5, Canada

Date Began

September 12, 2011

Name

DANIEL RUMACK

Position

Secretary

Address for Service

1867 Yonge Street, 900, Toronto, Ontario, M4S 1Y5, Canada

Date Began

September 12, 2011

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Corporate Name History

Name

Effective Date

R & B PROPERTIES (2011) INC.
September 12, 2011

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2012 PAF: DANIEL RUMACK - DIRECTOR	February 07, 2015
Annual Return - 2011 PAF: DANIEL RUMACK - DIRECTOR	February 07, 2015
CIA - Initial Return PAF: LOUIS M. CYTRYNBAUM - OTHER	September 15, 2011
BCA - Articles of Incorporation	September 12, 2011

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

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

V. Quintanilla W.
Director/Registrar

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This is **Exhibit “E”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read "Kyla Morreau", is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

STATEMENT OF ADVANCE

Re: Portage Capital Corporation loan to R & B Properties (2011) Inc.
on the security of 761 Queen Street West, Toronto, Ontario
Loan No. 21-034
Closing: October 1, 2021

Original Loan Amount	15,400,000.00
Add: Increase	100,000.00
Less: Initial Advance	-15,400,000.00
Increase - Advance	-100,000.00
Remaining Loan Amount to be Advanced	0.00

Mortgage Advance 100,000.00

ADD: Good Faith Deposit Refund n/a

LESS: Estimated Legal Fees, Disbursements, HST (Legal Fees \$8,500.00) (12,215.00)
Interest Adjustment n/a
* Commitment Fee (77,500.00)
* Insurance Review (857.50)
* Wire Fee (17.50)
* Title Insurance Premium (Amendment) (1,110.02)

NET FUNDS AVAILABLE 8,299.98

Anticipated disbursement of Net Funds as follows:

i) *Garfinkle Biderman LLP, in Trust (8,299.98)
ii) Balance 0.00

NOTE: n/a

e. & o. e.
File No. 53481-31



This is **Exhibit “F”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



25 Montgomery Avenue, Suite 202
Toronto, Ontario M4R 0A1
T (416) 431-7321
portagecapital.ca

August 10, 2021

R&B Properties (2011) Inc.
1867 Yonge Street, Suite 900
Toronto, ON M5S 1Y5

Dear Sirs/Mesdames:

Re: First Mortgage Financing: 761 Queen Street West, Toronto, ON

The terms for a first mortgage loan from Portage Capital Corporation or its assignee(s) and/or investor(s) (the "Lender", "we" or "us") are outlined in this commitment letter (the "Commitment") and are subject to the terms and conditions set forth in this Commitment and to the Lender's standard due diligence procedures.

1. **PURPOSE**

To provide financing in the amount of \$15,500,000.00 (the "Loan") secured by a first mortgage over the Property (as defined below). The purpose of the Loan is to refinance the existing first mortgage of the Property in favour of Portage Capital Nominee Corp. in the amount of \$15,400,000.00. The Property and facts are to be as represented by you to the Lender. Material discrepancy or inaccuracy in any written information, statements or representations made or furnished to us by or on behalf of you shall entitle the Lender to cancel this Commitment.

2. **BORROWER**

R & B Properties (2011) Inc. (the "Borrower" or "you")

The Borrower covenants and agrees to satisfy all the terms, conditions and requirements herein contained before any advances are made. If the Borrower comprises more than one person, the liability of the Borrower to make payment under the Mortgage and other Security and perform all other obligations hereunder shall be joint and several.

3. **GUARANTOR**

Daniel Rumack (the "Guarantor")

The Guarantor covenants to satisfy all the terms, conditions and requirements herein contained before any advances are made. If the Guarantor comprises more than one person, the liability of the Guarantor to make payment under its guarantee and other security and perform all other obligations hereunder shall be joint and several.

4. **LENDER**

On closing, this Commitment will be assigned by the Lender to Portage Capital Nominee Corp. ("PCNC"). All loan documents will be drafted in favour of PCNC, as agent, nominee, and bare trustee for and on behalf of the Lender. Upon completion of this Loan transaction, the Loan and applicable documents will be serviced by the Lender.

A handwritten signature in blue ink, located in the bottom right corner of the page.

5. **MUNICIPAL ADDRESS AND DESCRIPTION OF PROPERTY**



23,865
~~28,365~~

A ~~28,365~~ square foot mixed use retail and office property situated on a 0.25-acre site in the heart of Queen West shopping district, located at 761 Queen Street West, Toronto, ON (the "Property"). The Property is fully occupied with Anthropologie, Beer Store, B-Stretched and Behaviour Inc.

6. **LEGAL DESCRIPTION**

PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO.

PIN: 21243-0007 LT

To be confirmed by Lender's solicitor.

7. **TYPE OF LOAN**

First-ranking mortgage on the Property.

8. **PRINCIPAL AMOUNT**

\$15,500,000.00

The first advance under the Loan will be in the amount of \$15,400,000.00 and defined as the "Initial Advance". The Initial Advance will be utilized to payout the existing first mortgage of the Property in favour of Portage Capital Nominee Corp.

The remaining advance under the Loan will be in the amount of \$100,000.00 and defined as the "Subsequent Advance".

The Subsequent Advance shall be subject to the following conditions and subject to the Lender receiving, reviewing, and approving the following documentation, which must be to the Lender's satisfaction:

- a) The Lender shall be provided with not less than ten (10) days written notice of the request for an advance following delivery of the items listed herein.
- b) Receipt of the written request from Behaviour Inc., exercising the renewal option as per the lease agreement.

9. **TERM, INTEREST RATE & FEES**

The term of the Loan (the "Term") will be twenty-four (24) months after the Interest Adjustment Date.

The Loan will bear interest at a rate of 5.0% per annum, calculated and compounded monthly and payable monthly, not in advance.

A commitment fee of 0.50% of the total Principal Amount will be due on closing and will be deducted from the Loan proceeds at the time the Loan is advanced.

10. **MONTHLY PAYMENTS**

Interest from the Funding Date to the Interest Adjustment will be paid from the Loan advance.

Thereafter, interest only payments shall be calculated, and payable monthly on the first business day of each and every month (each, a "Payment Date") that the Loan remains unpaid. The initial payment shall be due and payable on the first day of the first month following the Interest Adjustment Date.

11. **FUNDING DATE AND COMMITMENT EXPIRY DATE**

The Loan must be advanced on September 1, 2021 (the "Commitment Expiry Date").

12. **INTEREST ADJUSTMENT DATE**

The interest adjustment date (the "Interest Adjustment Date") shall be the first day of the month following the Funding Date, unless the Funding Date is the first day of a calendar month, in which case the Interest Adjust Date is the Funding Date.

13. **AMORTIZATION**

Interest Only

14. **PREPAYMENT**

Provided the Loan is not in default and the Lender has earned a minimum of ^{six (6)} ~~twelve (12)~~ months interest payments on the Loan, then the Loan shall be open to prepayment during the Term of the Loan, in whole or in part, subject to thirty (30) days written notice to the Lender.


15. **SUBORDINATE FINANCING**

No subordinate financing will be permitted on the Property without the written consent of the Lender.

16. **MORTGAGE SECURITY**

The security for the Loan (the "Security") shall include but not be limited to:

- a) A valid first priority mortgage registered for the Principal Amount over the Property (the "Mortgage"). The Mortgage shall contain a provision that the Lender shall have the right, in the event of default, to, among other things, (i) appoint a receiver and manager of the Property and (ii) replace the manager of the Property at a fee equal to 5% of the gross revenue generated from the Property;
- b) A valid first priority general assignment of rents and leases over the Property;
- c) A valid first priority general security agreement over all chattels, equipment and other personal property relating to the Property;
- d) An acknowledgement from the counterparty to any major contract required by the Lender, including but not limited to the management agreement for the Property;
- e) A guarantee from the Guarantor;
- f) Title insurance in favour of the Lender;
- g) An environmental indemnity from the Borrower and Guarantor in favour of the Lender;
- h) An indemnity for fraud, misrepresentation and other standard recourse carveouts from the Borrower and Guarantor in favour of the Lender;



- i) A beneficial owner direction and acknowledgement, if applicable; and
- j) Such other security as may be reasonably deemed necessary by the Lender's solicitors.

All Security documentation shall be on Lender's standard forms, including default provisions.

17. DISBURSEMENTS OF FUNDS

The advance of funds under the Loan is subject to satisfaction of the following conditions, or receipt and approval by the Lender of the following, as applicable (in addition to all other conditions set out in this Commitment, including Schedule "B"):

- a. The Loan will be advanced upon title proving acceptable to the Lender and the Lender's solicitor, upon registration of the Security as required and upon receipt from the Lender's solicitor of a satisfactory report on registration of the Security and confirmation from the Lender's solicitor of no adverse filings concerning the Borrower (or beneficial owner, if applicable) in any ministry, department or agency of government which, in the opinion of the Lender's solicitors, could affect the priority of the Security, and upon fulfillment of all other terms and conditions of this Commitment.
- b. All liens, mortgages, prior claims, and other rights on title other than permitted encumbrances reasonably agreed to by the Lender will be required to be discharged prior to any advance of the Loan or at the time the Loan is funded.
- c. Receipt and approval by the Lender and its solicitor of the ownership structure of the Borrower, beneficial owner (if applicable) and Guarantor (collectively, the "Obligors"), including all shareholders and beneficial owners. The Borrower shall provide a complete and accurate organizational chart detailing ownership of each entity through to an individual/person and which includes the full legal name of each entity and ownership percentages. The Borrower shall provide copies of its articles of incorporation or other organizational documents and all amendments thereto and the full names of all officers, directors, and shareholders, including the number and class of shares.
- d. The most recent quarterly and annual financial statements for the Borrower and Guarantor, which are to include, as applicable, a net worth statement with a detailed list of all assets and liabilities, in-place Property net operating income and debt service obligations.
- e. The Lender must have received notices of assessment for the Borrower and Guarantor.
- f. The Borrower consents to allow the Lender to conduct credit bureau reports for the Borrower and Guarantor. Credit bureau reports to be reviewed by and satisfactory to the Lender.
- g. A copy of a current dated and certified rent roll for the Property.
- h. Signed copies of all leases and amendments for tenants occupying the Property together with current dated estoppel certificates for all tenants.
- i. Detailed leasing update, including prospective tenants, for the Property as well as for the surrounding/adjacent land parcels.



- j. Operating statements for the Property for the last two completed fiscal years (confirming taxes, utilities, insurance, repairs/maintenance, and any other operating expenses relating to the Property).
- k. A copy of the 2020/2021 proforma operating budget for the Property.
- l. Accounts receivable report for all tenants of the Property.
- m. Receipt by the Lender of property tax bills for the current and prior calendar years and confirmation via a tax certificate prior to closing that all taxes are paid in full.
- n. Receipt by the Lender, evidence of insurance in form and substance satisfactory to the Lender. The Borrower will be responsible for the initial cost of the Lender's insurance consultant's review of the Borrower insurance. The insurance review fee will be deducted from the advance of funds under the Loan.
- o. The Loan is subject to a site inspection by the Lender.
- p. Confirmation that there are no liens or certificates of pending litigation registered against the Property.
- q. The Loan shall be conditional upon the approval of the Loan by the Lender, such approval to be at its sole discretion.
- r. An executed copy of this Commitment in a form acceptable to the Lender.
- s. Review and approval by the Lender of any claims against, litigation relating to, fire code violations in respect of, or damage or destruction to, the Property.
- t. Completion and registration (as applicable) of all Security documentation by an independent counsel retained by the Lender and to the satisfaction of the Lender.
- u. All third-party costs incurred by the Lender, including for any and all due diligence reports forming part of the prefunding conditions and all legal fees and expenses, shall be paid by the Borrower.
- v. The Lender is under no obligation to fund this Loan beyond the Commitment Expiry Date.

18. **TAXES**

All outstanding taxes, assessments, and other sums, charged or levied against the Property shall be paid by the Borrower prior to or at the time that advances of the Loan are made, and the Lender shall be at liberty to deduct such amounts from any advances made. In addition to the monthly Loan payments, taxes will be paid on a monthly basis in installments as estimated by the Lender at the commencement of repayment of the Loan and from time to time during the Term so that the Lender will have an amount sufficient to pay the estimated amount of taxes as taxes become due. Any debit balance in the tax account will be subject to payment on demand.



When not in default, the Lender may choose to allow the Borrower to make property tax payments directly to the appropriate municipality provided that the Borrower furnishes the Lender with proof of payment immediately after any property tax payments have been made.

19. **INSURANCE**

The Borrower shall show arrangements for insurance, including all risk insurance coverage, and keep insured the Property and all insurable property from time to time forming part of the assets secured by the Security on the terms and conditions outlined in Schedule "A".

20. **GOOD FAITH DEPOSIT**

(a) In consideration of the issuance of this Commitment, the Lender requires a deposit (the "Good Faith Deposit") of \$50,000.00. The Good Faith Deposit is to be retained without interest by the Lender to ensure payment on account of the Lender's damages in the event of non-performance by the Borrower of any terms or conditions contained in this Commitment. The Good Faith Deposit will be applied against the Commitment Fee upon the advance of the Loan net of the expenses incurred by the Lender.

(b) The Good Faith Deposit will be forfeited to the Lender as liquidated damages and not as a penalty in each of the following circumstances:

- (i) if, because of the Borrower's failure, refusal or inability for any reason whatsoever to comply with any terms or conditions in this Commitment, the Security Documents and/or any other instrument entered into in connection herewith by the Commitment Expiry Date; or
- (ii) if, for any reason, the Borrower does not accept all or a portion of the proceeds of the Loan when the Lender makes them available; or
- (iii) if the Borrower enters into a loan commitment with another Lender respecting the same Property.

Notwithstanding the forfeiture of the Good Faith Deposit, the Borrower will remain liable to reimburse the Lender and/or its investor(s) for any reasonable due diligence costs and legal expenses whether or not the Loan is proceeded with. The Lender's rights respect to the Good Faith Deposit is enforceable by the Lender shall survive the termination of and are independent of the existence of this Commitment.

21. **COMMITMENT EXPIRY**

In the event that the Loan is not advanced by the Commitment Expiry Date then, at the Lender's sole option, this Commitment letter will be null and void and/or the Loan will be closed out at the then disbursed Loan amount.

22. **CONFIDENTIALITY CLAUSE**

The Borrower acknowledges and agrees that the terms and conditions recited herein are confidential between the Borrower and the Lender. The Borrower agrees not to disclose the information contained herein to a third party without the expressed written consent of the Lender.



23. STANDARD CLAUSES

All terms and conditions of Schedules "A", "B" and "C" attached hereto form part of this Commitment letter.

The Lender's commitment to make this Loan will not become effective unless you acknowledge acceptance hereof and agree with all the terms and conditions by signing a copy of this Commitment accepting the terms and conditions and returning it to us prior to 4:30 PM EST on August 13, 2021, failing which, this offer may be considered null and void at the Lender's option.

We thank you for this opportunity to provide this Loan and look forward to continuing our relationship in the future.

Sincerely,

DocuSigned by:



C511GC86FB28487...

Paul Jones

Portage Capital Corporation

DocuSigned by:



053304DEB751497

Andrew Jones

Portage Capital Corporation

The foregoing commitment and all the terms and conditions thereof are hereby accepted by us this 27th day of August, 2021.

BORROWER

R & B Properties (2011) Inc.

Per: 

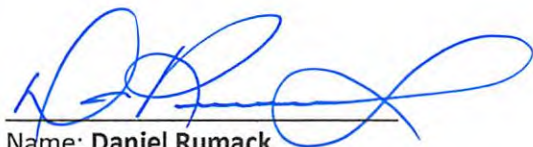
Name: Daniel Rumack

Title: President

Per: _____

Name: _____

Title: _____

GUARANTOR

Name: Daniel Rumack

SCHEDULE "A"

All insurance policies must be forwarded to our insurance consultants, Proincon, 287 Tache Avenue, Winnipeg, MB R2H 2A1 Attn; Wayne Fast Phone (204) 953-6222 Fax 204-953-6220 wfast@proincon.ca, for their review and comments upon the acceptance of this Commitment. The Lender's insurance consultants will review the insurance policies, the cost of which shall be for the account of the Borrower and will be deducted from the initial advance of the funds under the Loan.

The Borrower shall place and keep in force throughout the Term of the Loan the insurance coverage required by the Mortgage, including, without limitation, the insurance coverage set out below, in respect of the Property. All such insurance coverage shall be placed and kept in force with a company or companies satisfactory to the Lender and the Lender shall receive the original policies of insurance signed by the insurer or insurers, which policies are to be in form and content satisfactory to the Lender. Where, under the insurance policies described below, loss is payable to the Lender, such insurance policies shall show the loss payable to Portage Capital Nominee Corp., In Trust and Lender, as first mortgagee.

Evidence of insurance satisfactory to the Lender and/or its insurance consultant shall be provided prior to the advance of the Loan.

Permanent Coverage

- i) Property Insurance in an amount not less than one hundred per cent (100%) of the replacement cost and providing coverage by way of an "All Risks" policy of insurance, including earthquake and flood, together with a replacement cost endorsement with the "same site" provisions removed.
- ii) Fire and extended coverage and malicious damage, including leakage from fire protection equipment on a stated amount replacement cost basis with first loss payable to the Lender by way of an approved mortgage clause. Permission should be granted for the improvements to be completed and to be vacant or unoccupied for a period of at least thirty (30) days and shall provide for partial occupancy.
- iii) Comprehensive broad form boiler insurance including unfired pressure vessels insurance and air-conditioning equipment, if any, including repair and replacement and including Use and Occupancy coverage, for an amount satisfactory to the Lender with first loss payable to the Lender by way of a Boiler and Machinery Insurance Association mortgage clause.
- iv) Comprehensive general liability insurance for bodily injury and/or death and damage to property of others for a minimum amount of \$5,000,000.00 per occurrence, written on an inclusive basis.
- v) Rental insurance coverage sufficient to cover 100% of the gross annual rentals from the Property for a period of twelve (12) months, based on the greater of actual or projected rentals.

All cancellation and alteration clauses in the above-referenced policies, including those contained in the mortgage clause insurance endorsement, are to provide for at least thirty (30) days prior notice to the Lender of such cancellation or of any material alteration. The Lender shall be entitled to require coverage of such other risks and perils as the Lender may from time to time consider advisable or desirable and in respect of which insurance coverage may be available.



SCHEDULE "B"**ADDITIONAL STANDARD CONDITIONS**

- 1) **SALE OF PROPERTY:**

Any change of ownership (beneficial or otherwise) or control of the Borrower or beneficial owner (if applicable), or any change of ownership (beneficial or otherwise), control, transfer or sale of the Property, or part thereof, without the Lender's prior written consent, which shall not be unreasonably withheld, shall at the discretion of the Lender, constitute a default under this Loan and the Loan shall become immediately due and payable. The Lender may require as one of the terms for giving consent that the purchaser shall execute an assumption agreement in favour of the Lender. In the event that the Lender does not approve the purchaser and/or the purchaser does not execute an assumption agreement, the outstanding balance of the Loan, at the option of the Lender will become due and payable on the closing date of the sale or other applicable transaction.
- 2) **LAND USE CLASSIFICATION / ZONING:**

To the extent required for the Lender to obtain satisfactory title Insurance coverage, we shall require evidence that the Property is classified or zoned for its current use.
- 3) **COMPLIANCE:**

It is understood that it is a condition of the initial advance of the Loan that the Property complies with all Planning Act provisions and governmental and regulatory authorities and there shall be no other work orders or notices of deficiencies whatsoever against the Property.
- 4) **REAL PROPERTY REPORT:**

To the extent required for the Lender to obtain satisfactory title Insurance coverage or if otherwise required by the Lender or its solicitor, a survey/real property report prepared by a registered land surveyor approved by the Lender with respect to the Property is to be furnished to the Lender if available.

Such report is to be satisfactory to the Lender and, without limiting the generality of the foregoing, is to show:

 - (a) the boundaries and dimensions of the land(s);
 - (b) the location of the building(s) and any other improvements on the land(s);
 - (c) the names and municipal block numbers of adjacent streets;
 - (d) location of all registered easements, rights-of-way, etc.
- 5) **SOLICITORS:**

The law firm to be appointed by the Lender shall be used to draw the Security documentation and any other documents related to this transaction and to disburse advances, and all investigations and registrations shall be to the satisfaction of our solicitor prior to any advance. All legal costs of our solicitors related to this transaction shall be payable by you and may be deducted from the Loan proceeds and shall be paid by you directly to our solicitors in the event this transaction does not proceed to an initial funding under the Mortgage.

The Lender will require that the Borrower use a firm of solicitors for independent legal advice, such firm to be completely separate from that chosen by the Lender.

Notwithstanding the generality of the foregoing, our solicitors shall be furnished with such affidavits, financial statements, estoppel certificates for commercial tenants, acknowledgements, directions, and other information in regard to the Property, including opinions of the solicitor for the Obligors, indicating full compliance with all the representations and conditions as provided herein and as either the Lender and/or its solicitors shall request.

6) SOLICITOR'S
OPINION:

The Lender shall be provided with an opinion letter from a satisfactory solicitor from the appropriate jurisdiction acting for the Obligors stating that all Security documentation has been duly authorized, executed and delivered by the respective Obligors, that all of the Security is validly binding on the respective Obligors, that the said Security does not breach any other agreements or security instruments to which the Obligors are parties and that all of the Security is enforceable in accordance with its terms, except as enforceability may be limited by any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and by the rules governing the enforceability of provisions of the Security by means of equitable remedies such as specific performance. The opinion letter shall be in such form and contain such other terms as may be required by the Lender or its solicitors.

7) DEFAULT ON
ABANDONMENT:

In the event of abandonment of the Property for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled, after giving the Borrower ten (10) days written notice of any abandonment and provided the Borrower fails to rectify same within the time allotted or within fifteen (15) days after such notice has been given, to forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds as the case may be and in addition to declare any funds advanced to forthwith become due and payable plus interest all at the Lender's option.

8) BORROWER'S
REPRESENTATIONS:

If, at any time before the final advance of funds, the Lender determines that there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made or furnished to the Lender by the Borrower concerning the Property or any party's financial condition and responsibility, then the Lender shall, if such material discrepancy or inaccuracy cannot be rectified or nullified by you within thirty (30) days of written notification from the Lender, be entitled forthwith to withdraw and cancel its obligations hereunder or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be forthwith due and payable.

9) MATERIAL
CHANGE:

It is a condition for the disbursement of funds that, in the opinion of the Lender, the financial position of the Obligors and the Property, and the Obligors' representations and warranties, shall not have suffered any adverse change; nor shall there be any actions, suits, or pending proceedings of which any Obligor has knowledge; and that no event shall have occurred which materially



and adversely affects the value of the Property or any part thereof, or the financial position of any of the Obligor or their shareholders or partners.

10) REPORTING:

The Lender is to be supplied within **30** days of each fiscal quarter and **90** days from the end of the fiscal year of the Borrower and Guarantor (if applicable) with audited and/or management prepared financial statements for the Borrower and Guarantor (if applicable) as well as Property-specific operating statements and personal net worth statements (audited in the event of default). The statements are to be prepared by a recognized firm of accountants and will include a balance sheet, a detailed statement of income and expenditures, and supporting notes and schedules. On the acceptance of this Commitment, the Borrower shall immediately supply to the Lender the latest financial statements and all interim financial statements made as of that date. From time to time, the Lender may request any additional information from the Borrower relating to the Property and/or the financial position or affairs of the Obligor.

11) NON-MERGER:

The Obligor's obligations as contained in this Commitment (and to the extent that those obligations are not repeated in the Mortgage and other Security) shall survive the execution and registration of the Mortgage and other Security documentation and all advances of funds under the Mortgage, and the Borrower agrees that those obligations shall not be deemed to be merged in the execution and registration of the Mortgage and other Security. All terms and conditions of the Mortgage and other Security documentation shall be deemed to be incorporated in and form part of this Commitment, except to the extent provided for in this Commitment. In the event of conflict, the terms of such Mortgage and other Such documentation and supporting documents shall prevail.

12) WAIVER:

The Lender's failure to insist upon a strict performance of any obligation or covenant of this Commitment or the Security by an Obligor or to exercise any option or right herein shall not be a waiver, or relinquishment for the future of such obligation or covenant, option or right, but the same shall remain in full force and effect and the Lender shall have the right to insist upon the strict performance by the Obligor of any and all of the terms and provisions of this Commitment and the Security.

**13) MORTGAGE
REGISTRATION:**

It is understood, however, that neither the preparation nor the registration of any of the documents contemplated herein shall bind the Lender to advance the Loan or any un-advanced portion thereof, it being agreed that the advance of the Loan or any part thereof from time to time shall be in the sole, absolute, unfettered, and unqualified discretion of the Lender.

**14) INTERPRETATION
OF CONTRACT:**

This agreement shall be interpreted in accordance with the laws of Ontario and shall be treated in all respects as an Ontario contract.

**15) ASSIGNMENT OF
COMMITMENT:**

The Borrower shall not assign, transfer, or otherwise deal or dispose of its rights hereunder without the prior written approval of the Lender.



16) NOTICE:

Any notice shall be sufficiently given if served personally, or if mailed by prepaid registered post addressed to Portage Capital Corporation, 25 Montgomery Avenue, Suite 202, Toronto, ON M4R 0A1, with a copy by email to Portage Capital Corporation at servicing@portagecapital.ca, and in the case of the Borrower at the address indicated in this letter and every such notice shall be deemed to have been given upon the day it was personally served, or if mailed, upon the second postal date after it was mailed. Either party may designate in writing a substitute address for that set forth above, and thereafter notice shall be directed to such substituted address. In the event of a postal strike, or in the event of interruption of mail service then all notices must be delivered to the address set out, or such other address as may have been designated.

17) ENVIRONMENTAL MATTERS:

The Loan will contain a warranty and representation, in form satisfactory to the Lender, that the Property and its existing prior uses comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation of the Property (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

- a) the Property has never been used as a landfill site or to store Hazardous Substances either above or below ground, in storage tanks or otherwise;
- b) all Hazardous Substances used in connection with the business conducted at the Property have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- c) no Hazardous Substances have been released into the environment or deposited, discharged, placed, or disposed of at, on or near the Property as a result of the conduct of business on the Property; and
- d) no notices of any violation of any matters referred to above relating to the Property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings, or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the property nor is there any basis for such law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of this Commitment, a "Hazardous Substance" includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials, and Hazardous Substances as defined in or pursuant to the Environmental Protection Act or any applicable Environmental Law.

It shall be an event of default under the Loan if any of the foregoing representations and warranties shall be false or misleading as at the time given.



**18) SUCCESSORS AND
ASSIGNS:**

This Commitment shall, subject to the provisions herein, enure to the benefit of, and be binding upon the Lender, the Obligors and their respective successors, administrators, benefactors, heirs and permitted assigns.

19) CONDITIONS:

All conditions to the obligation of the Lender to make advances of the Loan are imposed solely and exclusively for the benefit of the Lender and any or all of such conditions may be waived in whole or in part by the Lender at any time in its sole discretion if it deems it advisable to do so. This right is not to be unreasonably exercised by the Lender.

No single advance, either singularly or collectively, shall constitute a waiver of any of the Borrower's obligations nor obligate the Lender to make further advances.

20) ACKNOWLEDGEMENT:

The Borrower acknowledges and agrees that the Lender may have entered into this Commitment to provide mortgage origination and/or administration services on behalf of an investor and not on its behalf. If applicable, any requirement to advance funds or to perform any obligation under this Commitment or any of the Security documents required hereunder shall be strictly those of the investor and not of the Lender and the Borrower hereby releases the Lender from any alleged breach which may occur hereunder or thereunder.

The Borrower hereby acknowledges that the Lender, acting as agent on behalf of an investor client, and any assignee or party to whom this Loan is syndicated is acting as a lender only and the Lender has not presented the commercial viability of the Property, nor the cash flow therefrom, nor any other representation, whether verbal or written. The Borrower further acknowledges that it has made its own independent analysis of the Property and is satisfied with same.

**21) AMENDMENTS TO
COMMITMENT:**

This Commitment shall supersede any and all prior dealing, whether written or oral, as between the parties hereto and relating to this Loan. No term or requirement of this Commitment or any Security documents may be waived or varied orally or by any course of conduct of any office, employee, or agent of the Lender. Any amendments to this Commitment or any Security document must be in writing and signed by a duly authorized officer of the Lender.

22) TIME OF ESSENCE:

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

23) GENDER/NUMBER:

It is hereby agreed, wherever the singular and the masculine are used throughout this Commitment, the same shall be construed as meaning the plural, or the feminine or neuter where the context or the parties so require.

24) TITLE INSURANCE:

The Borrower shall obtain title insurance for the Property in favour of the Lender in a form and policy, and from a title insurer, satisfactory to the Lender.

25) OTHER:

In the event of any default, the Lender shall be entitled to a fee for each and every incident of default on account of administration and costs incurred: (a) Late payment - \$500.00; (b) dishonored cheque or other payment - \$1,000.00;



(c) any legal proceeding instituted - \$5,000.00, in each case plus all legal fees and disbursements other costs incurred.

26) IDENTIFICATION:

Each Borrower will be required to produce identification acceptable to the Lender and the Lender's solicitor at the time the mortgage documentation is signed, and prior to any funds being advanced, for the purpose of compliance with the provisions of the *Proceeds Of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations thereunder. Such identification shall include at least two documents, with at least one document including photo ID, together with a solicitor's confirmation that the identity of all persons signing as or on behalf of the Borrower have been identified as the proper persons to sign. The Lender is to be provided with copies (front and back) of any identification documents together with a solicitor's certification that the copies are true copies of the original documents.

27) INSOLVENCY:

In the event one or more of the principals of an Obligor become insolvent or file for bankruptcy then at the option of the Lender the Mortgage will become due and payable.

28) ASSIGNMENT, SALE
OR SYNDICATION:

This Loan may be assigned by the Lender without the consent of the Obligors. The Loan terms, representations, warranties, and covenants herein contained shall enure to the benefit of each assignee of the Lender. The Lender shall have the right to assign, sell, syndicate, grant participations in or transfer all or any portion of this Loan, and as part of any such transaction the Lender is hereby authorized to provide the prospective participants in such transactions all personal information relevant to this Loan (including credit and default information) of the Obligors and the Property received by the Lender. This information will be held in strict confidence between the Lender and any prospective participant in this Loan.



Schedule "C"

(Please complete the below section)

Borrower's Legal Counsel:

Firm Name: Garfinkle Biderman LLP

Solicitor's Name: Jeremy Mandell

Address: 1 Adelaide Street East, Suite 801, Toronto, ON M5C 2V9

Phone: 416-869-7608

Email Address: jmandell@garfinkle.com

Insurance Company:

Firm Name: Youngs Insurance Brokers

Contact Person: Jessica Smith

Address: 444 Plains Road East, Burlington, ON

Phone: 905-335-6925 Ext. 230

Email Address: jsmith@youngsinsurance.ca



This is **Exhibit “G”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is positioned above a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

LRO # 80

Charge/Mortgage

Registered as AT5195577 on 2019 07 26 at 10:08

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

yyyy mm dd

Page 1 of 28

Properties

PIN	21243 - 0007	LT	Interest/Estate	Fee Simple
Description	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO			
Address	765 QUEEN STREET WEST TORONTO			

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

R & B PROPERTIES (2011) INC.

Address for Service

1867 Yonge Street,
Suite 501
Toronto, ON M5S 1Y5

I, Daniel Rumack, President, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name

COMMUNITY TRUST COMPANY

Address for Service

2350 Matheson Boulevard East
Mississauga, ON
L4W 5G9
Loan No. 9100502

Statements

Schedule: See Schedules

Provisions

Principal	\$15,400,000.00	Currency	CDN
Calculation Period	Monthly		
Balance Due Date	September 1, 2021		
Interest Rate	See schedule		
Payments			
Interest Adjustment Date	2019 08 01		
Payment Date	first day of every month		
First Payment Date	2019 09 01		
Last Payment Date	2021 09 01		
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor	Refer to schedule		

Additional Provisions

Refer to Schedule "A" for additional provisions

Signed By

Natasha Lei Jimeno

40 King Street West, Suite 2100
Toronto
M5H 3C2

acting for
Chargor(s)

Signed

2019 07 26

Tel

416-869-5300

Fax

416-360-8877

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

Submitted By

CASELS BROCK & BLACKWELL LLP

40 King Street West, Suite 2100
Toronto
M5H 3C2

2019 07 26

SCHEDULE CHARGE PROVISIONS

ARTICLE 1 - INTERPRETATION

Section 1.1

In this Indenture, unless there is something in the subject matter or text inconsistent therewith,

- (a) **"Additional Security"** means all additional security delivered by the Chargor to the Chargee to secure the Loan.
- (b) **"Architect"** means a person engaged in architectural work and a member or licensee in good standing of the Ontario Association of Architects or any successor association.
- (c) **"Building"** means, the 28,365 square foot mixed use retail and office property located at and municipally known as 761 Queen Street West, Toronto, Ontario, to the extent owned by the Chargor, and constructed and located upon the Lands, and includes any other buildings and all structures, facilities and other improvements, other than buildings, structures, facilities and other improvements owned by someone other than the Chargor and removable by tenants or subtenants thereof under the Leases, (including parking areas) located from time to time in, on and upon the Lands (or any additional lands which may become subject to this Charge), including any and all alterations, reconstruction or expansion thereto and any repairs or replacements during the term of this Charge.
- (d) **"business day"** means any day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario.
- (e) **"this Charge"**, "this Indenture", "these presents", "hereto", "herein", "hereof", "hereby", "hereunder", and any similar expressions refer to this Indenture and not to any particular Article, Section or other portion hereof, and includes any and every instrument supplemental or ancillary hereto or in implementation hereof.
- (f) **"Charged Premises"** means the Lands, Buildings and all appurtenances thereto.
- (g) **"Chargee"** means Community Trust Company, its successors and assigns.
- (h) **"Chargor"** means R & B Properties (2011) Inc.
- (i) **"Chattels"** means the goods and chattels owned by the Chargor located on or used in connection with the Charged Premises but specifically excludes all goods and chattels and personal property owned by any tenant or subtenant under a Lease.
- (j) **"City"** means the City of Toronto.
- (k) **"Commitment"** means the letter of commitment issued by Portage Capital Corporation, as assigned to the Chargee, to the Chargor dated June 12, 2019, as amended in writing from time to time.
- (l) **"Controlling Interest"** means the ownership of greater than 50% of the voting securities of the Chargor providing for effective voting control of the Chargor.

- (m) **“Counsel”** means any barrister or solicitor or firm of barristers and solicitors retained by the Chargee with regard to this Charge.
- (n) **“Event of Default”** shall have the meaning ascribed thereto in Section 6.1 or elsewhere in this Charge.
- (o) **“Interest”** means all interest owing from time to time under the Charge or the Additional Security, calculated at the Interest Rate and compounded monthly and payable not in advance on the fifth day of each and every month that the Principal Sum remains unpaid.
- (p) **“Interest Adjustment Date”** means the interest adjustment date indicated in the Charge.
- (q) **“Interest Rate”** means for the first twenty-four (24) months of the term of the Loan, 5.25% per annum increasing to 7.50% per annum at the beginning of the twenty-fifth (25th) month of the term of the Loan.
- (r) **“Land Registry Office”** means the Land Registry Office for the Land Titles Division of Toronto (No. 66).
- (s) **“Lands”** means the lands and premises more particularly described in Schedule “A”.
- (t) **“Leases”** and **“Lease”** means, respectively, all and any present and future leases and agreements to lease of the whole or any portion of the Lands or of the whole or any part of the Building and all and any present or future licences whereby the Chargor (or any authorized representative of the Chargor) gives any other person the right to use or occupy the whole or any part of the Charged Premises, in each case for the time being in effect, and all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereof or therefor which may hereafter be effected or entered into, but does not include registered easements or rights in the nature of an easement.
- (u) **“Loan”** means the loan made by the Chargee to the Chargor pursuant to the terms of the Commitment.
- (v) **“Maturity Date”** means the balance due date indicated on the first page of the Charge/Mortgage.
- (w) **“Permitted Encumbrances”** means:
 - (i) all current Leases;
 - (ii) any registered subdivision, development and site plan agreements with the City revealed by the registered title to the Lands;
 - (iii) restrictions, easements and rights in the nature of easements revealed by the registered title to the Lands;
 - (iv) privileges or liens imposed by law; privileges or liens for taxes, assessments or governmental charges or levies not at the time due or delinquent or the validity of which is being contested at the time by the Chargor in good faith in proceedings before a court or governmental body; and undetermined or inchoate privileges or liens and charges incidental to current operations which have not at such time been filed pursuant to law against the Chargor or which relate to obligations not due or delinquent;
 - (v) the reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown;

- (vi) title defects or irregularities which are of a minor nature and which individually or in the aggregate will not materially impair the existing uses of the Charged Premises;
- (vii) any municipal by-laws and airport zoning regulations; and
- (viii) any and all instruments registered against title to the lands and premises described in Schedule “A” as of the date of this Charge, which have been accepted by the Chargee.
- (x) **“Person”** means a corporation, an association, a partnership, an organization, a business, an individual, a government or political subdivision thereof or a government agency.
- (y) **“Principal Sum”** means the amount of principal money outstanding from time to time and secured by this Charge.
- (z) **“Replacement Cost”** means the cost of repairing, replacing or reinstating any item of property with materials of like kind and quality on the same or a similar site, including municipal by-laws extension if applicable and without deduction for physical, accounting or other depreciation.
- (aa) **“Taxes”** means all taxes, rates and assessments, municipal, local, parliamentary or otherwise, which now are or may hereafter be imposed, charged or levied upon the Charged Premises.

Section 1.2

The headings of all the Articles and Sections hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Charge.

Section 1.3

Whenever in this Indenture a particular Article, Section or other portion thereof is referred to then, unless otherwise indicated, such reference pertains to an Article, Section or portion thereof contained herein.

Section 1.4

All dollar amounts expressed herein are expressed as being lawful money of Canada.

Section 1.5

This Indenture and the rights and obligations of the parties hereto shall be interpreted in accordance with the laws of the Province of Ontario.

ARTICLE 2 - SECURITY

Section 2.1

As security for the Loan and in consideration of other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS now paid by the Chargee to the Chargor, the receipt and sufficiency whereof is hereby by the Chargor acknowledged, the Chargor does hereby charge unto the Chargee, its successors and assigns forever, the Chargor’s interest in those certain parcels or tracts of lands and premises situate, lying and being in the City of Toronto as described in Schedule ‘A’ attached, including the Building and all structures, facilities and improvements (other than structures, facilities and improvements owned by someone other than the Chargor or removable by tenants or subtenants thereof under the Leases), including parking areas, now or hereafter erected or located therein and thereon and all fixed machinery, plant, equipment, apparatus and fittings and other fixtures incorporated, or now or hereafter erected or located therein or thereon, including all machines, motors, pumps, tanks, elevators, boilers, furnaces and air-conditioning units (other than any fixed machinery, plant, equipment, apparatus and fittings and other fixtures owned by someone other than the

Chargor or removable by tenants, or subtenants thereof, under the Leases) which shall for the purposes of this Charge be fixtures and form part of the security hereunder.

Section 2.2

The Chargor agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the Principal Sum hereby secured, and that the advance of the Principal Sum, or any part thereof, from time to time, shall be in the full discretion of the Chargee in its sole, absolute and unqualified discretion; but nevertheless the lien or charge hereby created will take effect forthwith upon the execution of these presents by the Chargor, and in any event whether any part of the Principal Sum hereby secured shall or shall not be advanced, the costs and expenses as between a solicitor and his own client of the examination of the title and the preparation of this Charge and related security documentation, and the valuation and inspection charges in respect thereof, shall be a charge upon the Charged Premises and shall be chargeable to the mortgage account as principal money actually advanced and shall bear interest at the rate herein provided and shall be payable forthwith, and in default of payment shall constitute an Event of Default herein.

Section 2.3

If the Chargor shall fail to perform any covenant on its part herein contained, the Chargee may, in its discretion, but need not, perform such covenant capable of being performed by it and, if such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds acting reasonably, but shall be under no obligation to do so; and all such payments shall be at once payable by the Chargor and shall bear interest at the Interest Rate, and shall be secured hereby, but no such performance or payment shall be deemed to relieve the Chargor from any Event of Default hereunder.

Section 2.4 Intentionally deleted.

ARTICLE 3 - COVENANTS BY CHARGOR

Section 3.1

The Chargor covenants and agrees with the Chargee:

- (a) that it shall pay or cause to be paid to the Chargee the Interest payable upon the Principal Sum as advanced from time to time at the Interest Rate, computed from the respective dates of such advances, at the days and times and in the manner stipulated for payment hereof as provided in this Charge, and any other amounts payable pursuant to the Commitment;
- (b) that it shall pay or cause to be paid to the Chargee the Principal Sum on the Maturity Date of this Charge;
- (c) that at the time of the execution and delivery of this Charge it is lawfully seized of a good and marketable title to the Charged Premises and of, on and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos or conditions except the Permitted Encumbrances;
- (d) that at the time of the execution and delivery of this Charge it is lawfully seized of a good and marketable title to the Chattels (other than any fixed machinery, plant, equipment, apparatus and fittings and other fixtures owned by someone other than the Chargor, or removable by tenants or subtenants thereof under the Leases);
- (e) that, subject to the Permitted Encumbrances, it has good right, full power and lawful authority to charge the Charged Premises and the Chattels to the Chargee in the manner provided in Section 2.1 and 2.2 according to the true intent and meaning of this Charge;

- (f) it will repair or cause to be repaired and will keep or cause to be kept in good order and repair the Charged Premises from time to time to the standard as would be done by a prudent owner of similar property in the circumstances, and will at all reasonable times, subject to the provisions of the Leases and the rights of the tenants pursuant thereto, allow the Chargee or its duly authorized representatives access to the same in order to view the state and condition thereof;
- (g) that it will forthwith and from time to time execute and do all such assurances, contracts and things (including instruments supplemental or ancillary hereto) as in the opinion of Counsel, acting reasonably, are necessary for validly giving to the Chargee the mortgage and charge hereby intended to be created and all such assurances shall be in such form as shall be reasonably required for such purpose;
- (h) that it will not create or assume or purport or attempt to create or assume any mortgage, lien, charge, encumbrance or other security on the Charged Premises or any part thereof, or on the Additional Security without the prior written consent of the Chargee acting reasonably;
- (i) that it will not remove or destroy or permit to be removed or destroyed any of the plant, machinery and equipment which are the property of the Chargor and are located on the Charged Premises without the prior written approval of the Chargee, such approval not to be unreasonably withheld or delayed; provided that nothing herein shall prevent the removal of any such property from one part of the Charged Premises to another or the temporary removal of any such property for purposes of repair and provided further that the Chargor may remove, dismantle, sell, exchange or otherwise dispose of any plant, machinery or equipment which has become obsolete, worn out, unserviceable or unnecessary for use in the conduct of the business on the Charged Premises if such plant, machinery or equipment is replaced by plant, machinery or equipment of at least equal value;
- (j) that it will not permit waste to be committed or suffered on the Charged Premises and it will not remove or attempt to remove the Building, or any part thereof, from the Charged Premises;
- (k) that it will perform all of its obligations under the Permitted Encumbrances including the Leases;
- (l) that it will use its best efforts to have any default on the part of a tenant, or sub-tenant thereof, under its Lease cured as promptly as possible;
- (m) that it will not undertake any demolition, material change, expansion or alteration of the Building, or access thereto without the prior written approval of the Chargee;
- (n) that it will pay, or cause to be paid, as and when the same become due and payable, all Taxes, liens, charges, encumbrances or claims which are, or may become, charges or claims against the Additional Security or the Charged Premises, or any part thereof; and
- (o) that it will provide, or cause to be provided, from time to time and at all times in, on or upon the Charged Premises sufficient parking to cover all requirements of any governmental regulation or by-law, together with such additional parking spaces as may be required in any Leases or agreements to which the Chargor is bound.

Section 3.2

The Chargor covenants and agrees with the Chargee that in the event of the sale, conveyance, transfer, disposition or entering into by the Chargor of an agreement for sale or transfer of all or any part of the Charged Premises to a purchaser or transferee who has not been previously approved in writing by the Chargee, all sums secured hereby, including the Principal Sum together with all interest accrued thereon and any other payments due pursuant to the Commitment, shall, at the sole option of the Chargee, forthwith become due and payable in full. The Chargee may require as one of the terms for giving consent that the purchaser shall execute an assumption agreement in favour of the Chargee. In the event that the Chargee does not approve the purchaser and/or the purchaser does not execute an assumption agreement, the Principal Sum, at the option of the Chargee will become due and payable on the sale closing date.

It is further agreed by the Chargor that (i) the Chargor shall provide to the Chargee such documentation as the Chargee may reasonably require in order to facilitate the giving of its consent to the proposed transfer, including relevant financial information to establish the financial responsibility of the proposed transferee, and (ii) the Chargee may require that any transferee hereunder shall execute an assumption agreement in favour of the Chargee agreeing to assume this Charge and any security agreements collateral hereto; and it is further provided that there shall be no release of the covenants of the Chargor notwithstanding any sale or transfer or assumption of the Chargor's obligations pursuant to this Section.

Notwithstanding the above, any change of ownership (beneficial or otherwise) or control of the Chargor, or any change of ownership (beneficial or otherwise), control, transfer or sale of the Charged Premises, or part thereof, without the Chargee's prior written consent which shall not be unreasonably withheld, shall at the discretion of the Chargee, constitute a default under this Charge and the Loan shall become immediately due and payable. The Chargee may require as one of the terms for giving consent that the purchaser shall execute an assumption agreement in favour of the Chargee. In the event that the Chargee does not approve the purchaser and/or the purchaser does not execute an assumption agreement, the outstanding balance of the Loan, at the option of the Chargee will become due and payable on the sale closing date.

Section 3.3

- (a) The Chargor represents and warrants that, to the best of the Chargor's knowledge, after due inquiry and except as disclosed to the Chargee in writing and except as set out in any reports provided to the Chargee, the Charged Premises comply with all laws, regulations, orders and approvals of all government authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance and operation of the Charged Premises (collectively, the "**Environmental Laws**") and, without limiting the generality of the foregoing:
 - (i) the Charged Premises have never been used as a landfill site or to store Hazardous Substances either above or below ground, in storage tanks or otherwise;
 - (ii) all Hazardous Substances (as defined below) used in connection with the business conducted at the Charged Premises have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
 - (iii) no Hazardous Substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Charged Premises as a result of the conduct of business on the Charged Premises; and
 - (iv) no notices of any violation of any matters referred to above relating to the Charged Premises or its use have been received by the Chargor and there are no directions, writs, injunctions, orders or judgments outstanding, no lawsuits, claims, proceedings, or

investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Charged Premises nor is there any basis for such lawsuits, claims, proceedings, or investigation being instituted or filed.

For the purposes of this Section, a “**Hazardous Substance**” includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to the *Environmental Protection Act* or any applicable Environmental Law.

It shall be an Event of Default under this Charge if the foregoing representation and warranty shall be false or misleading as at the time given.

- (b) The Chargor agrees to indemnify the Chargee against any loss, costs and expenses whatsoever (including legal fees and costs incurred in the investigation, defence and settlement of a claim) arising out of the presence, handling, storage or transportation of any Hazardous Substances. The amount of any such loss shall bear interest from the time it occurs at the same rate and in the same way as the Principal Sum and shall be a charge on the Charged Premises.
- (c) With adequate prior written notice, the Chargee shall have the right to inspect the Charged Premises annually.
- (d) If deemed necessary by the Chargee, acting reasonably, the Chargee reserves the right to request an environmental audit to be performed at the expense of the Chargor.

Section 3.4

Notwithstanding Section 3.2 above, the Loan shall be open for repayment in whole or in part provided that:

- (a) an Event of Default has not occurred or, if occurred, is not continuing at the time of prepayment;
- (b) the Chargor has provided the Chargee with thirty (30) days’ written notice of its intent to prepay;
- (c) a minimum of twelve (12) months Interest has been earned by the Chargee based on the fully funded Loan amount; and
- (d) the Chargor has paid to the Chargee concurrently with such prepayment all unpaid and accrued interest and any other amounts owing and in arrears under this Charge and Additional Security.

Section 3.5

The Chargor shall deliver additional security instruments, assurances and support documents that Counsel may reasonably from time to time deem necessary or advisable.

Section 3.6

The Chargor covenants and agrees that it will comply with all municipal building, zoning and other municipal by-laws, statutory requirements and regulations (save and except any such noncompliance which is, in good faith, contested by the Chargor with the City or other body having jurisdiction until the final disposition thereof against the Chargor) governing the Charged Premises and all rezoning applications will be submitted to the Chargee for its prior written approval.

ARTICLE 4 - TAXES

Section 4.1

Provided no Event of Default has occurred and is continuing beyond applicable cure periods, the Chargor shall have the option of paying promptly as they fall due, all Taxes directly to the City and will, immediately following the date when each instalment thereof becomes due and payable, and within 30 days of the payment date, provide the Chargee with evidence reasonably satisfactory to it of payment thereof; provided that,

- (a) upon an Event of Default which is continuing, whenever and so long as the Chargee so requires, the Chargor shall, on each of the monthly instalment payment dates, pay to the Chargee, in addition to all other moneys hereby required to be paid by the Chargor, such sum as the Chargee may from time to time estimated to be required in order to provide funds sufficient to pay in full the unpaid Taxes and Taxes next becoming due and payable with regard to the then current calendar year and shall transmit to the Chargee all tax bills and other notices relative to the imposition of Taxes on the Charged Premises forthwith after receipt thereof by it;
- (b) all payments so made by the Chargor to the Chargee pursuant to this covenant shall at the option of the Chargee be either credited to an account relating to this Charge (hereinafter called the “**tax account**”) on the Chargee’s books of account or applied against the Principal Sum or other moneys due and owing hereunder;
- (c) so long as the Chargee requires such additional payments to be made, the Chargee shall, so long as no Event of Default has occurred which is continuing, pay the Taxes as they fall due or at such earlier time as the Chargee deems fit and the amount thereby expended shall be debited against the tax account to the extent that the amount in the tax account is sufficient;
- (d) any debit balance from time to time in the tax account shall not bear interest; and
- (e) the amount, if any, by which the aggregate of the Taxes which have been paid by the Chargee exceed at any time and from time to time the aggregate of all payments which have been made by the Chargor to the Chargee pursuant to this covenant shall be payable by the Chargor forthwith on demand failing which the Chargee may at its option either debit to the tax account or add to the Principal Sum hereof, the amount, if any, by which the tax account is insufficient.

ARTICLE 5 - INSURANCE

Section 5.1

The Chargor will effect and maintain with respect to each property comprising the Charged Premises and all insurable property from time to time forming part of the Building:

Permanent Coverage:

- (a) Property insurance in an amount not less than one hundred per cent (100%) of the replacement cost and providing coverage by way of an “All Risks” policy of insurance including earthquake and flood, together with a replacement cost endorsement with the “same site” provisions removed; If applicable, permission should be granted for the improvements to be completed and to be vacant or unoccupied for period of at least thirty (30) days and shall provide for partial occupancy.

- (b) Fire and extended coverage and malicious damage, including leakage from fire protection equipment on a stated amount replacement cost basis with first loss payable to the Chargee by way of an approved mortgage clause. Permission should be granted for the Improvements to be completed and to be vacant or unoccupied for a period of at least thirty (30) days and shall provide for partial occupancy.
- (c) Comprehensive broad form boiler insurance including unfired pressured vessels insurance and air-conditioning equipment, if any, including repair and replacement and including Use and Occupancy coverage, in an amount satisfactory to the Chargee with first loss payable to the Chargee by way of a Boiler and Machinery Insurance Association mortgage clause;
- (d) Comprehensive general liability insurance for bodily injury and/or death and damage to property of others for a minimum amount of \$5,000,000.00 per occurrence, written on an inclusive basis. The Chargee must be shown as an Additional Insured; and
- (e) Rental insurance coverage, on a Gross Rents or Profits form, sufficient to cover 100% of the gross annual rentals from the Charged Premises for a period of twelve (12) months, based on the greater of actual or projected rentals.

All cancellation and alteration clauses in the above-referenced policies, including those contained in the mortgage clause insurance endorsement, are to provide for at least 30 days prior notice to the Chargee of such cancellation or of any material alteration. The Chargee shall be entitled to require coverage of such other risks and perils as the Chargee may from time to time consider advisable or desirable and in respect of which insurance coverage may be available.

Section 5.2

If any policies for the insurance referred to in Section 5.1 shall contain any co-insurance clause, the Chargor shall cause any such co-insurance clause to be waived or maintain or cause to be maintained at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the Chargor from becoming a co-insurer under the terms of such policy. With respect to any co-insurance clause which is not waived as aforesaid, the Chargor shall arrange for the customary "stated amount co-insurance clause" insurance and shall in this regard file values as required under such clause.

Section 5.3

In addition to the insurance which the Chargor is required to maintain pursuant to Section 5.1, the Chargee shall be entitled to require coverage from time to time with respect to the Charged Premises for such other risks and perils and in such form or forms of insurance as may be reasonable and prudent at such time for similar properties.

Section 5.4

The Chargor shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining all insurance required to be maintained and effected under Section 5.1 and shall cause the Chargee to be added as first mortgagee and loss payee on the policies for the insurance provided for in Subsection 5.1(a), (b), (c) and (d) and shall cause the Chargee to be added to the policies of insurance provided for in Subsection 5.1(e) as "additional insured with respect to the claims arising out of the operations of the insured". Every policy of insurance shall be effected on such terms and with such insurer as may be approved by the Chargee, which approval will not be unreasonably withheld or delayed, and in the case of insurance required to be maintained pursuant to Subsections 5.1(a) and 5.1(b) shall have attached thereto the Insurance Bureau of Canada mortgage clause and a mortgage clause providing that

such policies may not be cancelled except after 30 days' notice to the Chargee or such lesser notice as may be reasonably acceptable to the Chargee. In addition, there shall be attached to each policy of insurance maintained in pursuance of the provisions hereof a specific endorsement providing that the insurer shall provide to the Chargee 30 days' prior written notice of cancellation, adverse material change and/or non-renewal. In the event of failure on the part of the Chargor to maintain or cause to be maintained any insurance required by Section 5.1, the Chargee may effect such insurance and the Chargor covenants to repay to the Chargee all of the premiums paid by the Chargee, the amount thereof to be added to the Principal Sum, to bear interest at the same rate from the time of payment by the Chargee and to be payable at the time of the then next ensuing monthly payment of interest, or interest and principal. The Chargor shall deposit with the Chargee (whether or not a request has been made) either certified copies of all policies of insurance or certificates of all such policies signed by the insurers, setting forth with reasonable particularity the terms of all policies of insurance which are required to be maintained hereunder and evidencing compliance with the provisions of Sections 5.1, 5.2 and 5.4. The Chargor shall maintain the original copies of all such policies at the Chargor's address for notices hereunder and the Chargee or its authorized representative shall be entitled during normal business hours to have access thereto for the purpose of reviewing such policies and making extracts therefrom or copies thereof. The Chargor shall provide to the Chargee, on each anniversary of the Interest Adjustment Date, satisfactory evidence of all insurance coverages.

Section 5.5

In connection with any or all of the foregoing policies of insurance:

- (a) each policy for insurance referred to in Subsection 5.1(a) shall:
 - (i) provide that undamaged property which has to be demolished in the event of a loss is to be covered as damaged property, and that prevention of access is to be deemed a physical loss; and
 - (ii) include the following endorsements:
 - 1) breach of condition,
 - 2) debris removal (including removal of windstorm debris),
 - 3) permission to make additions, alterations or repairs,
 - 4) blanket by-laws to cover demolition of damaged and undamaged portion of Building, increased cost of construction and resultant loss of revenue;
- (b) the insurance mentioned in Section 5.1 shall grant permission of partial occupancy;
- (c) each policy of insurance shall be signed by the insurer or insurers;
- (d) the replacement cost wording will not require replacement to be on the same or an adjacent site;
- (e) the Chargor will replace any cancelled policy within the notice period referred to in Section 5.4 with a policy providing similar coverage and in accordance with this Article V and such policy shall be issued by an insurer reasonably acceptable to the Chargee; and
- (f) the insurance mentioned in Section 5.1 shall specifically insure the footings, foundation and all parts below ground level of the Building.

Section 5.6

- (a) All proceeds of insurance from insurance policies maintained by the Chargor pursuant to Section 5.1 shall be paid to the Chargee and held by it as part of the security hereunder and, upon the occurrence of an Event

of Default that is continuing, the Chargee shall have the right at its option to apply such proceeds wholly or in part:

- (i) in reduction of the outstanding Principal Sum notwithstanding that the Principal Sum or any part thereof may not otherwise be due and payable under the Charge at that time; and/or
- (ii) in repayment of any legal expenses and costs, on a solicitor and his own client basis, incurred by the Chargee in connection with the disbursement or application of such insurance proceeds; and/or
- (iii) in payment of any other sums owing by the Chargor to the Chargee; and/or
- (iv) in meeting the cost of repair or reconstruction of the Charged Premises;

but unless the amount received by the Chargee is applied expressly by it in the reduction of the Principal Sum, the receipt by the Chargee of such proceeds shall not operate as payment of the Principal Sum. The Chargor further agrees to furnish, at its own expense, all necessary proofs and do all things necessary to enable the Chargee to obtain payment of the insurance proceeds to the Chargee and the production of this Charge shall be sufficient authority for the insurer to pay such proceeds to the Chargee and the insurer is hereby directed to pay same to the Chargee.

ARTICLE 6 - EVENTS OF DEFAULT

Section 6.1

In this Charge, “**Event of Default**” means, without limitation, each and every one of the following events:

- (a) the Chargor fails to pay the Principal Sum and any other amounts secured by this Charge and the Additional Security on and as of the Maturity Date;
- (b) the Chargor defaults in payment of the regular monthly payment of Interest payable hereunder;
- (c) the Chargor defaults in payment of any other amount payable hereunder or any portion thereof, when the same becomes due under the provisions hereof;
- (d) abandonment of the Charged Premises by the Chargor for a period in excess of 15 consecutive days and provided the Chargor fails to rectify same within 15 days after written notice has been given to the Chargor by the Chargee in accordance with the Commitment Letter;
- (e) the Chargor defaults in observing or performing any other covenant or condition contained in this Charge, the Additional Security or the Commitment after notice in writing has been given by the Chargee to the Chargor specifying in reasonable detail such default and requiring the Chargor to put an end to the same and the Chargor fails to make good such default within a period of 15 days after such written notice has been given by the Chargee to the Chargor;
- (f) the Chargor or Guarantors shall in any court file, or consent to the filing of, a petition in bankruptcy or insolvency or for any reorganization, readjustment, arrangement, composition, or similar relief under any Canadian or other applicable law or for the appointment of a receiver or trustee of all or a substantial portion of the Charged Premises or make a general assignment for the benefit of creditors, or a proposal under the *Bankruptcy and Insolvency Act* (Canada), or shall be declared by a court of competent jurisdiction bankrupt or if a trustee, custodian or a

sequestrator or a receiver or receiver and manager or any other officer with similar powers shall be appointed of the Chargor or of the Charged Premises or any substantial part thereof;

- (g) any representation or warranty the Chargor has given or made or hereafter gives to the Chargee (whether in this Charge, or otherwise) in respect of the Charged Premises, this Charge, any Lease, the Principal Sum or the affairs of the Chargor is untrue in any material respect on the date made or given which default is not cured within a period of 15 days after written notice has been given by the Chargee to the Chargor;
- (h) the Chargor fails to observe or perform its obligations contained in the Commitment or in any of the Permitted Encumbrances registered against the title to the Charged Premises, which default is not cured within a period of 15 days after written notice has been given by the Chargee to the Chargor, or if any encumbrance of a material nature or notice of an encumbrance of a material nature is registered against the Charged Premises without the Chargee's prior written consent and same remains registered 10 days after written notice has been given by the Chargee to the Chargor;
- (i) there is a material adverse change in the position and condition, financial or otherwise, of the Chargor, the Charged Premises or the Chargor's title to the Charged Premises as determined by the Chargee, acting reasonably, which could materially impair the ability of the Chargor to timely and fully perform its obligations under any of the Charge or Additional Security to which it is a party or could materially impair the ability of the Chargee to enforce its rights and remedies under the Charge or Additional Security, which default is not cured within a period of 15 days after written notice has been given by the Chargee to the Chargor;
- (j) there is registered any construction lien against the interest of the Chargor in the Charged Premises or issuance of any statement of claim derived therefrom in which any priority over this Charge is asserted, unless such lien is discharged and/or vacated within 20 days of notice in writing by the Chargee requiring the same to be done by the Chargor (which the Chargor agrees to do);
- (k) if an order shall be made by a court of competent jurisdiction or resolution of the directors or shareholders of the Chargor shall be passed for the dissolution, winding-up, or liquidation of the Chargor or if any application is made with respect to the Chargor under the *Companies' Creditors Arrangement Act* (Canada); and
- (l) if any letter of credit required in connection with the Commitment is not renewed as and when required.

Section 6.2

If and so long as the Chargor defaults in the payment, at the time or times herein provided for the payment thereof, of any sum of money due and payable to the Chargee under any provision hereof, the Chargor will, so long as the amount so in default or any part thereof remains in default, pay to the Chargee, in addition to any and all other sums of money payable hereunder, compound interest on the amount so in default or on so much thereof as may from time to time remain unpaid, computed from the time of such default at the rate and compounded as stipulated in this Charge for regular monthly payments and to become due and be paid on demand, and any interest which is payable under or by virtue of this Section 6.2 shall be secured hereby and shall be a charge upon the Charged Premises until paid.

ARTICLE 7 - REMEDIES IN CASE OF DEFAULT

Section 7.1

The Chargor hereby covenants and agrees with the Chargee that upon the occurrence of an Event of Default which is continuing the Chargee may, in its discretion and in addition to any remedy set forth or invoked pursuant to Section 7.3 hereof, declare the Principal Sum, together with Interest thereon and other moneys (if any) owing hereunder, to be due and payable and the same shall forthwith become immediately due and payable to the Chargee on demand and the Chargor shall and will pay forthwith to the Chargee on demand the Principal Sum and Interest then accrued hereunder and all other moneys secured hereby and interest thereon, and interest upon overdue interest as herein provided until payment is received by the Chargee, and such payment when made shall be deemed to have been made on account of the moneys due and owing under this Charge.

Section 7.2

The Chargee may in writing at any time or times waive an Event of Default after the occurrence thereof upon such terms and conditions as it shall prescribe; provided, however, that any such waiver shall apply only to the particular Event of Default waived and shall not operate as a waiver of any other or future Event of Default.

Section 7.3

Upon the occurrence of an Event of Default that is continuing beyond applicable cure periods the Chargee may, in its discretion:

- (a) take possession of all or any parts of the Charged Premises with power to exclude the Chargor and its agents and servants therefrom; complete and/or preserve and maintain the Charged Premises and make such replacements thereto and additions thereto as they shall deem judicious; receive the rents, incomes and profits thereof of any kind whatsoever and pay therefrom all expenses of maintaining, preserving, protecting and operating the Charged Premises and all charges against the Charged Premises ranking in priority to this Charge or payment of which may be necessary to preserve or protect the Charged Premises, and pay out the remainder of the money so received, and not required for any of the purposes provided for in this Section 7.3, in accordance with the provisions of Section 8.1; in accordance with prudent real estate practice, lease any vacant space in the Charged Premises and renew from time to time any or all of the Leases; and enjoy and exercise all powers necessary to the performance of all functions provided for in this Subsection 7.3(a), including, but not in limitation thereof, the power to purchase on credit, borrow money, advance its own moneys at such rates of interest as shall be reasonable and to enter into contracts and undertake obligations for the foregoing purposes upon the security hereof; provided that the Chargee shall, upon all Events of Default being made good, or waived as herein provided, restore the Charged Premises to the Chargor subject to the Charge created by this Indenture as if no Event of Default had occurred; and/or
- (b) take all such steps as the Chargee may consider necessary or desirable for the purposes of completing the Charged Premises and/or any improvements or additions thereto as the Chargee may determine and for such purposes may enter into all such contracts and undertake all such obligations as the Chargee may determine, and may give security therefor upon the Charged Premises; provided that the Chargee shall not be under any obligation to complete the Building and/or any additions or improvements thereto; and/or

- (c) apply to a Court of competent jurisdiction for the appointment of a receiver or receiver and manager to take possession of all or such part or parts of the Charged Premises as the Chargee shall designate, with such duties, powers and obligations as the Court making the appointment shall confer; and the Chargor hereby consents to the appointment of such receiver or receiver and manager; and/or
- (d) with or without entry into possession of the Charged Premises or any part thereof, by writing duly executed by the Chargee, appoint a receiver, which term shall include a receiver and manager, of the Charged Premises or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his stead and upon the appointment of any such receiver or receivers from time to time the following provisions shall apply:
 - (i) every such receiver shall, to the extent permitted by law, be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect of the Charged Premises or any part thereof whether in respect of any tenancies created in priority to this Charge or subsequent thereto;
 - (ii) every such receiver may, in the discretion of the Chargee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the Chargee;
 - (iii) the Chargee may from time to time by such writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the receipts from the Charged Premises or the proceeds thereof, such fee currently being equal to 5.00% of the gross income generated by the Charged Premises;
 - (iv) every such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
 - (v) the appointment of every such receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Charged Premises or any part thereof;
 - (vi) every such receiver shall from time to time have the power to lease, in accordance with prudent real estate practice, any portion of the Charged Premises for such term and subject to such provisions as he may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the Chargor and he shall have authority to execute under seal any Lease of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises;
 - (vii) every such receiver shall have full power to manage, operate, amend, repair, alter, complete or extend the Charged Premises or any part thereof in the name of the Chargor for the purpose of securing the payment of the Principal Sum and Interest thereon;
 - (viii) no such receiver shall be liable to the Chargor to account for moneys other than cash received by it in respect of the Charged

Premises or any part thereof and every such receiver shall apply such cash so received to pay in the following order:

- 1) its reasonable remuneration as aforesaid;
 - 2) all expenses properly made or incurred by it in connection with the management, operations, amendment, repair, alteration or extension of the Charged Premises or any part thereof;
 - 3) money which may from time to time be or become charged upon the Charged Premises in priority to this Charge, and all Taxes, insurance premiums and every other proper expenditure made or incurred by it in respect to the Charged Premises or any part thereof;
 - 4) all interest due or falling due, other moneys (if any) on account of proper expenditures made or incurred by or for the Chargee and the Principal Sum, or the balance thereof, secured by this Charge; and
 - 5) thereafter any surplus remaining in the hands of every such receiver to the Chargor or its assigns; and
- (ix) the Chargee may at any time and from time to time terminate any such receivership by notice in writing, duly executed by the Chargee, to the Chargor and to any such receiver; and/or
- (e) subject to the provisions of any applicable legislation, with or without taking possession, sell all or part of the Charged Premises either as a whole or in separate parcels, at public auction or by public tender, at such time and places, subject to adjournment from time to time by the Chargee, on such reasonable terms and conditions as to upset or reserve bid or price and as to payment as the Chargee shall appoint; and if there is no purchase at such sale or tender, the Chargee may sell at private sale without further notice; and/or
- (f) realize all or any part or parts of the security hereby constituted by any other means of any nature or kind whatsoever that a Court of competent jurisdiction shall approve as being just and expedient in the circumstances having regard to the nature of the operations carried on in the Charged Premises, including any other action, suit, remedy or proceeding authorized or permitted by this Charge or by law or in equity, and not necessarily limited to those means of realization which the court is given jurisdiction to approve by statute; and/or
- (g) with or without taking possession, take any action or proceedings to enforce the performance of any covenant contained in any of the Leases; and/or
- (h) take any action or proceedings to enforce payment of the Principal Sum and interest and other moneys secured hereunder or performance of any other covenant contained herein, or to enforce the security hereby constituted, and to bring to sale the Charged Premises or any part or parts thereof under a judgment or decree of a court or courts of competent jurisdiction or by the enforcement of any other legal remedy which the Chargee shall deem most effectual to protect and enforce any of its rights hereunder.

The Chargor acknowledges and agrees that if there is an Event of Default, the Chargee shall have the right to replace the manager of the Charged Premises at a fee equal to 5% of the gross revenue generated from the Charged Premises.

Section 7.4

No remedy herein conferred upon or reserved to the Chargee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute as modified herein. Without limiting the generality of the foregoing, the taking of judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants.

Section 7.5

Save and except as to claims at law or in equity to an accounting, the Chargee shall not, nor shall any receiver or receiver and manager appointed by it, be responsible or liable, otherwise than as a trustee, for any debts contracted by them, for damages to persons or property, or for salaries or non-fulfilment of contracts during any period wherein the Chargee or such receiver or receiver and manager shall manage the Charged Premises or any part thereof upon or after entry, as herein provided.

Section 7.6

The Chargor covenants and agrees with the Chargee that, in the case of any judicial or other proceedings to enforce the security hereby created, judgment may be rendered against the Chargor in favour of the Chargee for any amount which may remain due in respect of the Principal Sum, Interest thereon and other moneys (if any) owing hereunder after the application to the payment thereof of the proceeds of any sale of the Charged Premises or any part thereof or any Additional Security therefor.

Section 7.7

In the event of any sale in accordance with the provisions of this Article 7, whether by the Chargee or under judicial proceedings, the Chargor agrees that it will execute and deliver to the purchaser on demand any instrument or assurance reasonably necessary to confirm to the purchaser the title of the property so sold, and, in the case of any such sale, the Chargee is hereby irrevocably authorized by the Chargor to execute on its behalf any such confirmatory instrument or assurance.

Section 7.8

No person dealing with the Chargee or its agents shall be concerned to inquire whether the powers which the Chargee or such agents are purporting to exercise have become exercisable, or whether any money remains due upon the security of this Charge, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or of any other dealing by the Chargee with the Charged Premises or to see to the application of any money paid to the Chargee; and in the absence of fraud on the part of such person, such dealings shall be deemed, insofar as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effectual accordingly.

Section 7.9

The Chargee may pay all costs, charges and expenses which may be reasonably incurred in taking, recovering, and keeping possession of the Charged Premises and all reasonable fees and expenses of Counsel for or in respect of the collection of any overdue interest, principal, insurance premiums or any other moneys whatsoever payable by the Chargor hereunder whether any action or judicial proceedings to enforce such payments has been taken or not and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Interest Rate, and shall be payable forthwith by the Chargor to the Chargee.

ARTICLE 8 - APPLICATION OF MONEYS SECTION 8.01

Except as herein otherwise expressly provided, the moneys arising from the possession by the Chargee of the Charged Premises, or any Additional Security thereto, or from

any sale or realization of the whole or any part of the Charged Premises (except by foreclosure), or any Additional Security thereto, pursuant to any proceedings based upon an Event of Default hereunder, whether under any sale by the Chargee or by judicial proceedings or otherwise, shall be applied in the first place to pay or reimburse to the Chargee the costs, charges, expenses and advances of the Chargee incurred in taking, recovering and keeping possession of the Charged Premises or any Additional Security thereto, or generally in any other proceedings taken hereunder in connection with or to realize upon the security hereof, with interest thereon as herein provided, and all Taxes, rent and all other charges ranking in priority to the security of this Charge. The residue of the said moneys shall be applied in the following order: towards payment of the accrued and unpaid interest upon overdue interest; towards payment of accrued and unpaid interest; towards payment of the Principal Sum outstanding on account of this Charge, unless the Chargee directs payments be made in accordance with any other order of priority, or without priority as between the Principal Sum and interest, in which case such moneys shall be applied in accordance with such direction; and the surplus (if any) of such moneys shall be paid to the Chargor or its assigns.

ARTICLE 9 - LEASES

Section 9.1

The Chargee shall have the right to approve the form and content of all proposed Leases and the Chargor's standard form of Lease and any proposed amendments thereto of a material nature from time to time, which approvals will not be unreasonably withheld or delayed.

Section 9.2

The Chargor covenants and agrees with the Chargee that it will not at any time if prior to the repayment of all amounts secured by this Charge assign, pledge or hypothecate any of the Leases or the rents and revenues due or to become due thereunder, or any portions thereof without the prior written consent of the Chargee.

Section 9.3

For the consideration recited in Section 2.1 and as further security for the repayment of the Principal Sum and Interest thereon and for the performance of the covenants herein contained the Chargor shall, from time to time and at any time, at the request of the Chargee, execute and deliver to the Chargee a specific assignment of any of the Leases in such form and on such terms as may be reasonably required by the Chargee.

Section 9.4

If requested by the Chargee, the Chargor shall, within 90 days following the end of each Lease year, furnish to the Chargee an up-to-date rent roll for the Charged Premises, copies of all new Leases and a statement certified by an officer of the Chargor indicating whether or not the Leases are in good standing as of the end of such Lease year or, if not, the particulars of any default.

Section 9.5

The Chargor covenants and agrees that it shall not terminate or forfeit or take any action to terminate or forfeit or suffer or permit anything allowing any Lessee under its Lease to terminate or accept or agree to the surrender of the Lease unless the prior written consent of the Chargee has been obtained.

ARTICLE 10 - EXPROPRIATION

Section 10.1

Should all or any part of the Charged Premises at any time or from time to time be taken by the exercise of any power of expropriation or under any other similar power or by sale in reasonable anticipation thereof, the Chargee shall release the property so taken or sold and/or the right to compensation therefor upon:

- (a) receipt by the Chargee of a certificate signed by the Chargor briefly describing the property taken and the amount of the compensation therefor, stating either that such amount has been determined by arbitration or judicial proceedings or that it is in the opinion of the signers fair and reasonable and stating the extent, if any, to which Persons other than the Chargor may be entitled to any of such compensation;
- (b) deposit with the Chargee the compensation for such property to the extent that Persons other than the Chargor are not entitled thereto in priority to the Chargee; and
- (c) receipt by the Chargee of an opinion of Counsel stating that such property has been duly taken by the exercise of one of the aforesaid powers, or in the event the Chargor proposes, or proceeds, to sell any part of the Charged Premises in anticipation of expropriation, as aforesaid, it shall first obtain the written consent of the Chargee thereto.

Section 10.2

In any proceedings for the taking of any part of the Charged Premises by the exercise of any of the aforesaid powers, the Chargee shall be entitled to be represented by Counsel.

Section 10.3

For the purposes of this Article, the term “**Trust Moneys**” means moneys deposited with the Chargee under Subsection 10.1(b) together with all income and profits from investments of Trust Moneys made by the Chargee pursuant to Section 10.6.

Section 10.4

All Trust Moneys from time to time received by the Chargee shall be held by it as part of the security for this Charge subject to application as provided for in this Article X. Pending such application, the Trust Moneys shall be held and invested in investments designated by the Chargor, which investments shall be for a period not in excess of 1 year and be limited to bonds, debentures or other evidence of indebtedness of or guaranteed by the Government of Canada or a Province thereof on terms reasonably satisfactory to the Chargee, or deposit certificates of “Canadian Schedule “1” chartered banks”.

Section 10.5

In case the whole or substantially the whole of the Charged Premises shall be taken by exercise of any of the powers referred to in Section 10.1 or sold in reasonable anticipation thereof, the Trust Moneys shall be applied by the Chargee to the reduction of the Principal Sum. Should the Trust Moneys, together with all other assets held by the Chargee and available for the purpose, not be sufficient to pay off the outstanding Principal Sum and all Interest thereon and other moneys (if any) outstanding thereunder, the Trust Moneys shall be applied to the reduction of the Principal Sum as aforesaid and the Chargor hereby covenants to pay to the Chargee an amount sufficient, together with the Trust Moneys and the said other assets, to effect the payment of all of the Principal Sum outstanding, Interest thereon, and other moneys owing hereunder.

Section 10.6

Subject to Sections 10.5, 10.7 and 10.9, and provided that no Event of Default has occurred which is continuing:

- (a) Trust Moneys received and retained by the Chargee may be withdrawn by the Chargor on request if the Trust Moneys in respect of any one exercise of such power of expropriation or sale in reasonable anticipation thereof do not exceed \$25,000.00;

- (b) Trust Moneys received and retained by the Chargee may be withdrawn by the Chargor on request, if the Trust Moneys in respect of any one exercise of such power of expropriation or sale in reasonable anticipation thereof exceed \$25,000.00, but only for the purpose of reimbursing the Chargor for the cost of constructing, reconstructing, repairing, altering or replacing the Building, the Lands or any part thereof, respectively, in which event the Chargee shall pay such moneys to or upon the written order of the Chargor upon receipt by it of:
- (i) the certificate signed by the Chargor describing the purpose for which the moneys are required and stating the costs of constructing, reconstructing, repairing, altering or replacing, and a certificate from an Architect, engineer or cost consultant in charge of, or supervising, such construction, reconstruction, repairing, altering or replacing as to such costs and showing the computation thereof in reasonable detail; and
 - (ii) such evidence as the Chargee may reasonably require in support of such certificate of such cost and showing that such construction, reconstruction, repair, alteration or replacement, as the case may be, has been completed; and
 - (iii) if required by the Chargee, an opinion of Counsel that the property constructed, reconstructed, repaired, altered or replaced, as the case may be, is, or prior to or contemporaneously with such payment will become, subject to this Charge, free of all other liens and encumbrances ranking *pant passu* or prior hereto, save for Permitted Encumbrances; and
- (c) Trust Moneys received and retained by the Chargee may be withdrawn pursuant to Subsection 10.6(b) in part at reasonable intervals by the Chargor from time to time as the work of constructing, reconstructing, repairing, altering or replacing the Building, the Lands or any part thereof, respectively, progresses for the purpose of paying or reimbursing it for the cost of work then done and for such purposes the provisions of Section 5.06 and 5.07 shall apply, *mutatis mutandis*.

Any Trust Moneys referred to Subsection 10.6(b) which are not withdrawn pursuant to Subsections 10.6(b) or (c) within 90 days following the full completion of any and all constructing, reconstructing, repairing, altering or replacing the Building, the Lands or any part thereof, respectively, shall, at the option of the Chargee, either be applied by the Chargee to the reduction of the Principal Sum outstanding on account of this Charge or be repaid to the Chargor

Section 10.7

Prior to the withdrawal of Trust Moneys by the Chargor pursuant to Section 10.6, the Chargor shall obtain from the Chargee, in writing, approval of any proposed construction, reconstruction, repair, alteration or replacement except where the proceeds of expropriation or sale, in any one case, do not exceed \$25,000.00; provided, however, that the Chargee will only disapprove if in the reasonable assessment of the Chargee such proposed construction, reconstruction, repair, alteration or replacement will adversely affect the operation of the Charged Premises or the market value of the security of this Charge, including any Additional Security.

Section 10.8

Upon the payment in full of all amounts owing on this Charge, the Chargee, subject to the proviso contained in Section 10.9, shall pay to the Chargor the balance of any Trust Moneys then remaining in its hands.

Section 10.9

In no case shall the receipt of Trust Moneys by the Chargee be deemed to be a payment on account of this Charge nor shall the security created hereby be affected by reason of such receipt; provided, however, upon the occurrence of an Event of Default which is continuing the Chargee shall be entitled, at its option, to apply Trust Moneys towards payment of the Principal Sum for the time being outstanding, and the accrued and unpaid interest thereon.

Section 10.10

Where and to the extent applicable, the provisions hereof shall extend to compensation for injurious affection.

ARTICLE 11 - GENERAL

Section 11.1

It is covenanted and agreed by and between the Chargor and the Chargee that the Chargee may in its sole discretion at all times release any part or parts of the Charged Premises or any Additional Security or any other security either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Charged Premises or any Additional Security or any Person from this Charge or from any of the covenants herein contained, it being expressly agreed that each and every portion into which the Charged Premises is or may hereafter be divided does and shall stay charged with the Principal Sum and no Person shall have the right to require the Principal Sum to be apportioned and the Chargee shall not be accountable to the Chargor for the value thereof or for any moneys except those actually received by the Chargee.

Section 11.2

It is hereby further expressly declared and agreed by and between the Chargor and the Chargee that until the occurrence of an Event of Default and while same is continuing, the Chargor shall peaceably and quietly have, hold, use, occupy, possess and enjoy the Charged Premises and the subject matter of the Additional Security and manage and operate the same and receive and take the rents, revenues and other profits thereof for its own use and benefit without hindrance, interruption or denial of or by the Chargee or by any other Person or Persons whomsoever claiming by, from or under the Chargee.

Section 11.3

The Chargor acknowledges receipt of a true copy of this Charge.

Section 11.4

The Chargee shall, at the written request and expense of the Chargor, cancel and discharge this Charge and execute and deliver to the Chargor such instruments as shall be requisite to discharge this Charge and to release or reconvey to the Chargor any property subject to the lien hereof and to settle and discharge to the Chargor any Additional Security given with respect to this Charge relating to the Leases, Chattels or otherwise, provided that the Chargor shall have first paid to the Chargee the full Principal Sum and Interest due hereunder in the manner and at the times herein provided, and also all other moneys payable hereunder by the Chargor; and provided further that the Principal Sum shall have matured either by effluxion of time or otherwise pursuant to this Charge or the Chargor is, or becomes, legally entitled to pay the Principal Sum secured under this Charge.

Section 11.5

The Chargee shall not be bound to do, observe or perform or to see to the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor, nor in any other way to supervise or interfere with the conduct of the Chargor's operations of the Charged Premises.

Section 11.6

There shall not be deemed to be any merger of this Charge nor of the rights and interests of the Chargee hereunder with the Commitment, all of the terms and provisions of which shall survive the closing of the advance of the Principal Sum hereunder. In the event of a conflict or inconsistency between the provisions of the Commitment and this Charge and/or the Additional Security, the provisions of the Charge and/or Additional Security shall prevail and govern to the extent of such conflict or inconsistency.

Section 11.7

There shall not be deemed to be any merger of this Charge nor of the rights and interests of the Chargee hereunder with the freehold or leasehold estates in the Lands nor with the reversion and rights and interests under any Lease by reason of the fact that the same Person may own or acquire, directly or indirectly, two or more of such estates, rights or interests.

Section 11.8

The obtaining of a judgment or judgments on any covenant herein contained shall not operate as a merger of such covenant or affect the Chargee's right to interest at the Interest Rate as herein provided.

Section 11.9

If any covenant or condition in this Charge contained shall be void for any reason, it shall be severed from the remainder of the provisions hereof and such remainder shall remain in full force and effect notwithstanding such severance.

Section 11.10

Notwithstanding any provision to the contrary contained herein, in no event shall the aggregate "interest" (as defined in the Criminal Code (Canada), as the same may be amended, replaced or re-enacted from time to time) payable hereunder exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) hereunder lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Chargor and the Chargee and the excess amount of such payment or collection shall be refunded to the Chargor. For purposes hereof the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles over the term of the Loan on the basis of monthly compounding of the rate lawfully permitted under that section, and in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargor will be conclusive for the purposes of determination.

Section 11.11

No single or partial exercise by the Chargee of any of the remedies specified in Article VII hereof or under the Additional Security shall preclude any other and further exercise of any other right, power or remedy pursuant to this Charge or pursuant to any of the Additional Security. The Chargee shall at all times have the right to proceed against all or any portion of the Charged Premises or the Additional Security in such order and in such manner as it shall in its discretion deem fit without waiving any rights which the Chargee may have with respect to any and all of the Additional Security, and the exercise of any such powers or remedies from time to time shall in no way affect any other powers or remedies which the Chargee may have pursuant to this Charge, the Additional Security, or in law or in equity.

Section 11.12

In the event that the Chargee is at any time or from time to time if prior to the repayment of all amounts secured by this Charge required to make a payment to defeat or honour the priority of a lien claimant, any such payment or payments, and the reasonable out-

of-pocket expenses of the Chargee, including legal fees on a full indemnity basis, shall be at once payable by the Chargor and shall bear interest at the Interest Rate calculated in the same manner as Interest payable hereunder, and shall be secured hereby.

Section 11.13

In accordance with Subsection 7(3) of the *Land Registration Reform Act*, R.S.O. 1990, as amended from time to time, the covenants deemed to be included in a charge by Subsection 7(1) of the said *Land Registration Reform Act* are expressly excluded from this Charge.

Section 11.14

The Chargor acknowledges and agrees that the Loan (or securities or certificates backed by or representing any interest in the Loan or a pool of loans which includes the Loan) may be sold, syndicated or securitized into the secondary market without restriction and without notice to or the consent of the Chargor. The Chargee may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loan, such as existing or potential Loan defaults, Lease defaults, Tenants or other facts or circumstances which might affect the performance of the Loan) provided to or obtained by the Chargee relating to the Chargor, the Property or the Loan (both before and after the Loan advance and/or default) without restriction and without notice to or the consent of the Chargor as follows: (i) to any subsequent or proposed purchaser of the Loan or any interest therein and their respective third party advisors and agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers; (ii) to the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution; (iii) to the public or other interested Persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the Loan or loan pools or any interest therein regardless of format or scope of distribution; (iv) to any governmental authority having jurisdiction over such sale, syndication or Securitization of the Loan or loan pool or any trade of any interest in the Loan or loan pool; and (v) to any other Person in connection with the sale, syndication or Securitization of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Charge and Additional Security. The Chargor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

Without limiting the foregoing, the Chargor acknowledges that the Chargee may collect or come into possession of personal information relating to certain individuals either comprising or otherwise related to the Chargor, including its directors, officers, shareholders and principals. The Chargor acknowledges and agrees that such personal information may be used by the Chargee in connection with the processing, approving, funding, servicing and administering the Loan and any sale, syndication or securitization of the Loan, and in so doing the Chargee may disclose and otherwise deal with personal information in the same manner and to the same Persons as provided in the preceding paragraphs of this Section without restriction and without notice to or the consent of the Chargor or any related individual. The Chargor, for itself and on behalf of its directors, officers, shareholders and principals, hereby consents to and authorizes such use and disclosure of all such personal information by the Chargee and represents and warrants that it has full power and authority to give such consent and authorization.

ARTICLE 12 - FUNDING

Section 12.1

The terms, covenants and conditions set forth and contained in the Commitment pertaining to the funding of the Principal Sum shall be deemed to be terms and conditions of this Charge as fully and effectively as if the same were herein set forth and contained.

ARTICLE 13- NOTICE

Section 13.1

Any notice, election, demand, declaration or request which may or is required to be given or made pursuant to this Charge shall (unless otherwise required by law) be given or made in writing and may be served personally upon any executive officer of the party for whom it is intended, sent by prepaid courier service or mailed by prepaid registered mail in Ontario:

- (a) in the case of the Chargor addressed to or in care of:

4100 – 66 Wellington Street West
 Toronto, Ontario M5K 1B7

Attention: Malcolm Jastrebski

- (b) in the case of the Chargee, addressed to:

Community Trust Company
 2350 Matheson Boulevard East,

Mississauga, Ontario L4W 5G9

Attention: Mortgage Administration – Loan No. 9110502

or such other address or in care of such other officer as a party may from time to time advise to the other party hereto by notice in writing, as aforesaid. The date of receipt of any such notice, election, demand, declaration or request shall be the date of delivery of such notice, election, demand or request if delivered personally or sent by prepaid courier service or, if mailed as aforesaid, shall be deemed to be the fifth (5th) business day next following the date of such mailing. If at the date of any such mailing there is a general interruption in the operation of the postal service of Canada which does or is likely to delay the delivery by mail of such notice, election, demand or request, it shall be served personally or sent by prepaid courier service.

ARTICLE 14 - CONDOMINIUM PROVISIONS- INTENTIONALLY DELETED

ARTICLE 15 - SUBORDINATE FINANCING AND SUBSEQUENT ENCUMBRANCES

Section 15.1

The Chargor covenants and agrees that no subordinate financing will be permitted on the Charged Premises without the written consent of the Chargee.

Section 15.2

The Chargor covenants and agrees that there shall be no subsequent encumbrance on the Charged Premises nor may the Chargor alter the use or demolish the Charged Premises without the prior written consent of the Chargee. Failure to obtain the Chargee's prior written consent shall be an Event of Default.

ARTICLE 16 - FINANCIAL REPORTING

Section 16.1

The Chargor covenants and agrees to deliver to the Chargee, within 30 days of quarter end and in addition to 90 days from the end of the fiscal year of the Chargor and Guarantor, with audited and/or management prepared financial statements for the Chargor and Guarantor as well as the Charged Property, specific operating statements and personal net worth statements (audited in the Event of Default). The statements are to be prepared by a recognized firm of accountants and will include a balance sheet, a detailed statement of income and expenditures, and supporting notes and schedules. A quarterly and annual executed compliance certificate shall be provided to the Chargee.

At any time during the Term of the Charge the Chargee may request financial statements, property level operating statements and rent rolls. On the acceptance of the Commitment Letter, the Chargor and the Guarantor shall immediately supply to the Chargee the latest financial statements and interim financial statements made as of that date. From time to time, the Chargee may request any additional information from the Chargor relating to the Charged Property and/or the financial position or affairs of the Guarantor.

ARTICLE 17 - ASSIGNMENT, SALE OR SYNDICATION

Section 17.1

This Charge may be assigned by the Chargee without the consent of the Chargor. The Charge terms, representations and warranties herein contained shall enure to the benefit of each assignee of the Chargee. The Chargee shall have the right to assign, sell, syndicate, grant participations or transfer all or any portion of this Charge, and as part of any such transaction the Chargee is hereby authorized to provide to prospective participants in such transactions all personal information relevant to this Charge (including credit and default information) of the Chargor, the Guarantor and the Charged Premises received by the Chargee. This information will be held in strict confidence between the Chargee and any prospective participant in this Charge.

ARTICLE 18 – OTHER

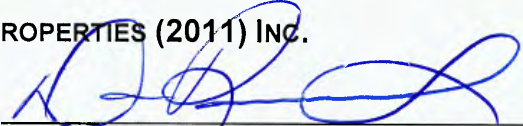
Section 18.1

In addition to, and not in substitution for the obligations of the Chargor and the rights of the Chargee, upon the occurrence of an Event of Default, the Chargor shall be entitled to a fee for each and every incident of default on account of administration and costs incurred:

- (i) Late payment - a fee of \$500.00 per month for each month or part of thereof during which the Chargor is late, in making its monthly payments;
- (ii) Dishonoured cheque or other payment - a fee of \$1,000.00 per month for each month or part of thereof; and
- (iii) Any legal proceeding instituted – a fee of \$5,000.00 per month plus all legal fees and disbursements and other costs incurred.

[Signature Page Follows]

IN WITNESS WHEREOF the Chargor has executed this Charge this 26th day of July, 2019.

R & B PROPERTIES (2011) INC.
Per: 
Name: Daniel Rumack
Title: President

I have authority to bind the corporation.

SCHEDULE “A”

(Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL
D120 TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto
(No. 66)

LRO # 80 **Transfer Of Charge**

Received as AT5845288 on 2021 08 31 at 16:49

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

yyyy mm dd Page 1 of 2

Properties		
PIN	21243 - 0007	LT
Description	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO	
Address	765 QUEEN STREET WEST TORONTO	

Source Instruments		
Registration No.	Date	Type of Instrument
AT5195577	2019 07 26	Charge/Mortgage

Transferor(s)

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

Name

Address for Service

COMMUNITY TRUST COMPANY
2325 Skymark Avenue
Mississauga, ON L4W 5A9

I, /WE, Tara Rolston, Director, Commercial Servicing & Ram Senthil, Director, Mortgage Servicing, have the authority to bind the corporation.

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

Transferee(s)	Capacity	Share
Name	PORTAGE CAPITAL NOMINEE CORP.	
Address for Service	c/o Portage Capital Corporation 25 Montgomery Avenue Suite 202 Toronto, ON M4R 0A1 Loan No. 19-004	

Statements

The chargee transfers the selected charge for value and other consideration.

This document relates to registration number(s)AT5195578, AT5195581, AT5195582

Signed By

Kelly Lee Calbery

40 King Street West, Suite 2100
Toronto
M5H 3C2

acting for
Transferor(s)

Signed

2021 08 31

Tel

416-869-5300

Fax

416-360-8877

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

Kelly Lee Calbery

40 King Street West, Suite 2100
Toronto
M5H 3C2

acting for
Transferee(s)

Signed

2021 08 31

Tel

416-869-5300

Fax

416-360-8877

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

Submitted By

CASELS BROCK & BLACKWELL LLP

40 King Street West, Suite 2100
Toronto
M5H 3C2

2021 08 31

Tel

416-869-5300

Fax

416-360-8877

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

LRO # 80 **Transfer Of Charge**

Received as AT5845288 on 2021 08 31 at 10:49

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

File Number

Transferee Client File Number : 53481-19 (JF)

LRO # 80 **Notice**

Received as AT5873590 on 2021 10 01 at 08:42

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

yyyy mm dd Page 1 of 9

Properties		
PIN	21243 - 0007	LT
Description	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO	
Address	765 QUEEN STREET WEST TORONTO	

Consideration	
Consideration	\$0.00

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

Name

Address for Service

R & B PROPERTIES (2011) INC.
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

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

Party To(s)	Capacity	Share
Name	PORTAGE CAPITAL NOMINEE CORP.	
Address for Service	c/o Portage Capital Corporation 25 Montgomery Avenue Suite 204 Toronto, ON M4R 0A1 Loan No. 21-034	

I, /WE, Paul Jones President and Andrew Jones, CEO, have the authority to bind the corporation

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

Statements	
This notice is pursuant to Section 71 of the Land Titles Act.	
This notice may be deleted by the Land Registrar when the registered instrument, AT5195577 registered on 2019/07/26 to which this notice relates is deleted	
Schedule: See Schedules	
This document relates to registration number(s)AT5845288	

Signed By				
Kelly Lee Calbery	40 King Street West, Suite 2100 Toronto M5H 3C2	acting for Applicant(s)	Signed	2021 10 01
Tel	416-869-5300			
Fax	416-360-8877			
I have the authority to sign and register the document on behalf of the Applicant(s).				

Submitted By		
CASELS BROCK & BLACKWELL LLP	40 King Street West, Suite 2100 Toronto M5H 3C2	2021 10 01
Tel	416-869-5300	
Fax	416-360-8877	

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

LRO # 80 **Notice**

Received as AT5873590 on 2021 10 01 at 08:42

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

File Number

Party To Client File Number : 53481-31 (JF/KC)

AGREEMENT AMENDING CHARGE

THIS AGREEMENT is made as of the 1st day of October, 2021

BETWEEN:

R & B PROPERTIES (2011) INC.

(hereinafter called the "**Chargor**")

OF THE FIRST PART

- and –

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the "**Chargee**")

OF THE SECOND PART

WHEREAS:

- A. By the Charge/Mortgage of Land registered in the Land Registry Office more particularly described in Schedule "A" attached (the "**Registry Office**") on the 26th day of July, 2019 (the "**Charge**") as more particularly set out in Schedule "A" hereto, wherein the Chargor granted, mortgaged and charged to Community Trust Company as chargee upon the terms therein mentioned all of its right, title and interest in the land and premises described in Schedule "A" hereto (collectively, the "**Property**") to secure the payment of the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$15,400,000.00) with interest therein set out upon the terms therein mentioned;
- B. By a Transfer of Charge registered as Instrument No. AT5845288 on August 31, 2021 the Charge was transferred to the Chargee;
- C. The Chargor has applied to the chargee for amendments to the terms of the charge upon the conditions hereinafter set forth, and the Chargee has agreed thereto.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) each paid to the other and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto have agreed to amend the Charge from and including the 1st day of October, 2021 as follows:

1. **PRINCIPAL AMOUNT, REPAYMENT**

- a. The maximum principal amount secured by the Charge shall be increased to FIFTEEN MILLION AND FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00).

b. The following provisions are deleted and replaced with:

Maturity Date:	October 1, 2023
Interest Adjustment Date:	October 1, 2021
First Payment Date:	November 1, 2021
Payment Date	1 st day of each month
Monthly Payments:	Interest Only

2. DEFINED TERMS

- a. **“Charge”** shall mean the Charge as it has been amended, including without limitation, this Agreement Amending Charge;
- b. **“Commitment”** means the letter of commitment issued by Portage Capital Corporation, as assigned to the Chargee, to the Chargor dated August 10, 2021;
- c. **“Interest”** means all interest owing from time to time under the Charge or the Additional Security, calculated at the Interest Rate and calculated and compounded monthly and payable not in advance on the first business day of each and every month that the Principal Sum remains unpaid;
- d. **Interest Rate** means 5.0% per annum calculated and compounded monthly and payable monthly, not in advance;

3. Section 3.4 of the Charge shall be deleted and replaced with the following:

Notwithstanding Section 3.2 above, the Loan shall be open for repayment in whole or in part after the 6th month of the loan term after the Interest Adjustment Date, provided that: an Event of Default has

- (a) not occurred or, if occurred, is not continuing at the time of prepayment;
- (b) the Chargor has provided the Chargee with thirty (30) days' written notice of its intent to prepay;
- (c) a minimum of six (6) months Interest has been earned by the Chargee based on the fully funded Loan amount; and
- (d) the Chargor has paid to the Chargee concurrently with such prepayment all unpaid and accrued interest and any other amounts owing and in arrears under this Charge and Additional Security.

4. CONTINUATION

- (a) In all other respects the parties hereto confirm the terms and conditions in the Charge and the Property shall continue to be charged and shall be charged with the amount due or to accrue due thereon as provided in the Charge.
- (b) All security and ancillary documentation delivered by the Chargor to the Chargee in connection with the Charge including, without limitation, the General Assignment of Rents registered as collateral security to the Charge and the General Security Agreement dated July 26, 2019, shall continue in full force and effect until the principal, interest and any other charges secured by the Charge as amended herein have been paid in full and the Chargor agrees to abide by the terms herein.

5. NO PREJUDICE

Nothing herein contained shall in any way affect or prejudice the rights of the Chargee as against the Chargor, or as against any party to the Charge/Mortgage or as against any surety or other person whomsoever for the debt or any part thereof or as against any collateral which the Chargee may now or hereafter hold against the debt or any part thereof.

6. NO MERGER

Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands, nor affect the liability of any person not a party hereto who may be liable to pay the said liabilities or the rights of any such person all of which rights are hereby reserved.

7. FURTHER ASSURANCES

It is the intention of the Chargor that the Charge and all other security documentation in regard to the monies advanced pursuant to the Charge be binding obligations of the Chargor enforceable in accordance with their terms and in law. The Chargor will, at its expense, promptly and duly execute and deliver to the Chargee such further documents and assurances and take such further action as the Chargee may from time to time request in order to more effectively carry out the intent and purpose of the Charge as it may be amended from time to time and to establish and protect the rights, interests and remedies intended to be created in favour of the Chargee.

8. INTERPRETATION

In construing this document, the words "Chargor" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein require and all necessary grammatical changes, as the context requires, shall be deemed to be made.

9. ENUREMENT

The provisions of this document shall enure to and be binding upon the heirs, executors, administrators, successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

10. CONFIRMATION

In all other respects the parties hereto confirm the terms and conditions contained in the Charge remain in full force and effect, unamended.

11. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Agreement Amending Charge

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

R & B PROPERTIES (2011) INC.

Per: 
Name: Daniel Rumack
Title: President

I have authority to bind the Corporation.

PORTAGE CAPITAL NOMINEE CORP.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

Agreement Amending Charge
5

LEGAL*54039704.1

#00003

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

R & B PROPERTIES (2011) INC.

Per: _____
Name: Daniel Rumack
Title: President

I have authority to bind the Corporation.

PORTAGE CAPITAL NOMINEE CORP.

Per:  _____
DocuSigned by:
C571CC88F628467
Name: Paul Jones
Title: President

Per:  _____
DocuSigned by:
0533D4DEB351497
Name: Andrew Jones
Title: CEO

I/We have authority to bind the Corporation.

Agreement Amending Charge
5

SCHEDULE "A"**Property Description**

<i>Nominee/Registered Owner</i>	<i>Municipal Address</i>	<i>PIN</i>	<i>Legal Description</i>	<i>Land Titles Office</i>
ONTARIO PROPERTIES:				
R & B Properties (2011) Inc.	761 Queen Street West, Toronto, ON	21243-0007 (LT)	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO	Toronto (No. 66)

AGREEMENT AMENDING CHARGE

THIS AGREEMENT is made as of the 31st day of October, 2024.

BETWEEN:

R & B PROPERTIES (2011) INC.

(the "Chargor")

OF THE FIRST PART

– and –

PORTAGE CAPITAL NOMINEE CORP.

(the "Chargee")

OF THE SECOND PART

– and –

DANIEL RUMACK

(the "Guarantor")

OF THE THIRD PART

WHEREAS:

- A. By the Charge/Mortgage of Land registered in the Land Registry Office on the 26th day of July, 2019 as Instrument No. AT5195577 (the "Charge") the Chargor granted, mortgaged and charged to Community Trust Company ("Community") as chargee upon the terms therein mentioned all of its right, title and interest in the land and premises described in Schedule "A" hereto (the "Property") to secure the payment of the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$15,400,000.00) with interest therein set out upon the terms therein mentioned;
- B. Community assigned and transferred the Charge to the Chargee pursuant to a Transfer of Charge registered in the Land Registry Office on the 31st day of August, 2021 as Instrument No. AT5845288;
- C. Pursuant to an Agreement Amending Charge date October 1, 2021 and registered in the Land Registry Office on October 1, 2021 as Instrument No. AT5873590, the Chargor and the Chargee agreed to increase the mortgage to FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00) and amend the Charge on the terms and conditions contained therein;

- D. The parties have agreed to further amend the Charge upon the conditions hereinafter set forth, and the Chargee has agreed thereto; and
- E. The Guarantor agreed to guarantee the obligations of the Mortgagor under the Loan pursuant to a Guarantee and Indemnity dated July 29, 2019 (the "**Guarantee**").

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) each paid to the other and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto have agreed to amend the Charge as follows:

1. PRINCIPAL AMOUNT, REPAYMENT

- a. The following provisions are deleted and replaced with:

Maturity Date:	April 1, 2025
Interest Adjustment Date:	November 1, 2024
First Payment Date:	December 1, 2024
Payment Date	1 st day of each month
Interest Rate:	8.00% per annum
Monthly Payments:	Principal and Interest Payments
Calculation Period:	Compounded Monthly and Payable Monthly, Not in Advance

2. DEFINED TERMS

- a. "**Charge**" shall mean the Charge as it has been assigned and amended, including without limitation, this Agreement Amending Charge; and
- b. "**Commitment**" means collectively the letter of commitment issued by Portage Capital Corporation, as assigned to the Chargee, to the Chargor dated June 12, 2019, as amended by a commitment letter dated July 10, 2021 and as further amended by a renewal letter of the commitment dated July 10, 2024 and a renewal letter of the commitment dated November 7, 2024.

- 3. The following new Section 2.04 of the Charge shall be added:

"Notwithstanding anything contained herein, the Chargor covenants and agrees to make the following payments to the Chargee to paydown the Principal Sum (each a "**Monthly Principal Paydown Payment**"):

- (a) An additional \$90,000.00 due and payable on November 1, 2024;
- (b) An additional \$35,000.00 due and payable on December 1, 2024;
- (c) An additional \$35,000.00 due and payable on January 1, 2025;
- (d) An additional \$40,000.00 due and payable on February 1, 2025; and

Agreement Amending Charge
2

- (e) An additional \$40,000.00 due and payable on March 1, 2025.

Each Monthly Principal Paydown Payment shall be debited from the Chargor's bank account by the Chargee through the Chargee's pre-authorized payment plan. Failure to make any Monthly Principal Paydown Payment shall be deemed to be an Event of Default under this Charge."

4. Section 3.4 of the Charge is hereby deleted in its entirety and replaced with the following:

"The Loan shall be open for repayment in whole or in part provided that:

- (a) an Event of Default beyond any applicable cure periods has not occurred or, if occurred, is not continuing beyond any applicable cure periods at the time of prepayment;
- (b) the Chargor has provided the Chargee with ten (10) days' written notice of its intent to prepay; and
- (c) the Chargor has paid to the Chargee concurrently with such prepayment all unpaid and accrued interest and any other amounts owing and in arrears under this Charge and Additional Security."

5. CONFIRMATION OF GUARANTEE

The Guarantee granted by the Guarantor shall remain in full force and effect, valid and enforceable and shall continue to guarantee the present and future indebtedness of the Chargor in connection with the Charge. The Guarantor specifically acknowledges that the completion of the amendments to the Charge as herein contemplated shall not in any way diminish, release, discharge, limit or otherwise affect the liability of the Guarantor under the Guarantee.

1. CONTINUATION

- (a) In all other respects the parties hereto confirm the terms and conditions in the Charge and the Property shall continue to be charged and shall be charged with the amount due or to accrue due thereon as provided in the Charge.
- (b) All security and ancillary documentation delivered by the Chargor and the Guarantor to the Chargee in connection with the Charge including, without limitation, the General Assignment of Rents registered as collateral security to the Charge as Instrument No. AT5195577, as assigned by Instrument No. AT5845288 and amended by AT5873590, the General Security Agreement dated July 26, 2019, and the Guarantee and Indemnity dated July 26, 2019 (collectively, the "**Additional Security**"), shall continue in full force and effect until the principal, interest and any other charges secured by the Charge as amended herein have been paid in full and the Chargor agrees to abide by the terms herein.

- (c) Without limiting the validity, effectiveness, enforceability or priority of any other security given by the Chargor and the Guarantor as security for the monies secured by the Charge, the Chargor and Guarantor acknowledge and agree that all security documents delivered to the Chargee shall continue and stand in full force and effect as additional security for the monies secured by the amended Charge, with such necessary amendments and variations thereto so as to reflect the true intent and meaning of this Agreement.
- (d) The Chargor and Guarantor hereby ratify and confirm all of the security granted pursuant to the terms and conditions of this Agreement and hereby acknowledge and agree that such terms and conditions are and shall remain in full force and effect, unamended, except as set out herein.

2. NO PREJUDICE

Nothing herein contained shall in any way affect or prejudice the rights of the Chargee as against the Chargor or the Guarantor, or as against any party to the Charge or as against any surety or other person whomsoever for the debt or any part thereof or as against any collateral which the Chargee may now or hereafter hold against the debt or any part thereof.

3. NO MERGER

Nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands, nor affect the liability of any person not a party hereto who may be liable to pay the said liabilities or the rights of any such person all of which rights are hereby reserved.

4. FURTHER ASSURANCES

It is the intention of the Chargor and the Guarantor that the Charge and all other security documentation in regard to the monies advanced pursuant to the Charge be binding obligations of the Chargor and the Guarantor enforceable in accordance with their terms and in law. Each of the Chargor and the Guarantor will, at their expense, promptly and duly execute and deliver to the Chargee such further documents and assurances and take such further action as the Chargee may from time to time request in order to more effectively carry out the intent and purpose of the Charge as it may be amended from time to time and to establish and protect the rights, interests and remedies intended to be created in favour of the Chargee.

5. INTERPRETATION

In construing this document, the words "Chargor" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein require and all necessary grammatical changes, as the context requires, shall be deemed to be made.

6. ENUREMENT

The provisions of this document shall enure to and be binding upon the heirs, executors, administrators, successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

Agreement Amending Charge

4

7. CONFIRMATION

In all other respects the parties hereto confirm the terms and conditions contained in the Charge remain in full force and effect, unamended.

8. EXECUTION IN COUNTERPARTS

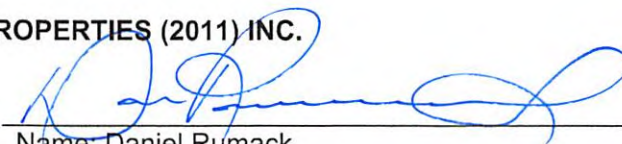
This Agreement may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

R & B PROPERTIES (2011) INC.

Per:



Name: Daniel Rumack

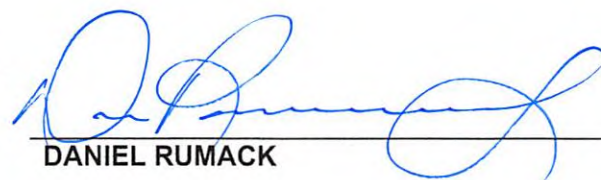
Title: President

I have authority to bind the Corporation.



Witness:

Per:



DANIEL RUMACK

PORTAGE CAPITAL NOMINEE CORP.

Per:

DocuSigned by:

C571CCB8FB29D5

Name: Paul Jones

Title: President

Per:

DocuSigned by:

0533D4DEB351497

Name: Andrew Jones

Title: CEO

I/We have authority to bind the Corporation.

Agreement Amending Charge

SCHEDULE "A"

Property Description

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120
TORONTO; LT 3 S/S QUEEN STREET WEST PL D120
TORONTO; LT 4 S/S QUEEN STREET WEST PL D120
TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto (No. 66)

Properties

PIN

21243 - 0007

LT

Description

PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO

Address

765 QUEEN STREET WEST
TORONTO

Consideration

Consideration

\$2.00

Applicant(s)

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

Name

R & B PROPERTIES (2011) INC.

Address for Service

1867 Yonge Street
Suite 201
Toronto, Ontario M1S 1Y5

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

Party To(s)CapacityShare

Name

PORTAGE CAPITAL NOMINEE CORP.

Address for Service

25 Montgomery Avenue
Suite 204
Toronto, Ontario M4R 0A1
Loan No. 19-004

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

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, AT5195577 registered on 2019/07/26 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)AT5195577, AT5195578, AT5195581, AT5195582, AT5845288, AT5845289, AT5845299, AT5845300, AT5873590 and AT5873591.

Signed By

Jonathan David Freeman

40 Temperance Street, Suite 3200
Toronto
M5H 0B4

acting for Applicant(s)

Signed

2024 12 20

Tel

416-869-5300

Fax

416-360-8877

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

Submitted By

CASELS BROCK & BLACKWELL LLP

40 Temperance Street, Suite 3200
Toronto
M5H 0B4

2024 12 20

Tel

416-869-5300

Fax

416-360-8877

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

LRO # 80 **Notice**

Received as AT6724404 on 2024 12 20 at **16:59**

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

File Number

Party To Client File Number : 53481-1

This is **Exhibit “H”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is positioned above a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

GENERAL SECURITY AGREEMENT

SECURITY INTEREST

- 1) For value received and as additional security for a mortgage loan made between Creditor and Debtor pursuant to which Debtor gave a Charge/Mortgage of the Property (as defined below) dated the same day as this Agreement (the "**Charge**") to Creditor, R & B PROPERTIES (2011) INC. ("**Debtor**") hereby grants to COMMUNITY TRUST COMPANY ("**Creditor**"), by way of mortgage, charge, assignment and transfer, a security interest (the "**Security Interest**") in all of the personal property and undertaking of Debtor and in all goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), chattel paper, documents of title (whether negotiable or not), instruments, intangibles, investment property and securities now owned or hereafter owned or acquired by or on behalf of Debtor or in which Debtor has any interest whatsoever (including such as may be returned to or repossessed by Debtor) relating only to, located upon or used only in connection with the real property municipally known as 761 Queen Street West, Toronto, Ontario and legally described in Schedule "A" annexed hereto (the "**Property**") and in all proceeds and renewals thereof; accretions thereto and substitutions therefor (collectively, the "**Collateral**") including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
 - a) all inventory of whatever kind and wherever situate ("**Inventory**");
 - b) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - c) all accounts and book debts and generally all debts, dues, claims, chose in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor (the "**Debts**");
 - d) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - e) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, business names, logos and styles, and other industrial property;
 - f) all moneys other than trust moneys lawfully belonging to others; and
 - g) all personal property of Debtor situate at the locations set out in Schedule "A"; all property described in Schedule "B" and in any schedule now or hereafter annexed hereto.
- 2) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- 3) The terms "account", "goods", "chattel paper", "document of title", "equipment", "goods", "money", "personal property", "instruments", "intangibles", "investment property", "security", "proceeds", "inventory" and "accessions" and their respective plural forms whenever used herein shall be interpreted pursuant to their respective meanings as defined in the Personal Property Security Act,

R.S.O. 1990, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "**P.P.S.A.**". Provided always that the term "goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof."

INDEBTEDNESS SECURED

- 4) The Security Interest granted hereby secures payment, performance and satisfaction of any and all obligations, indebtedness and liability of Debtor to Creditor (including interest thereon) arising in connection with or pursuant to the Charge and in accordance with the commitment letter between Debtor and Portage Capital Corporation dated as the 12th day of June, 2019, as amended (the "**Commitment Letter**"), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound separately or with another or others and whether as principal or surety (collectively called the "**Indebtedness**").

REPRESENTATIONS AND WARRANTIES OF DEBTOR

- 5) Debtor represents, warrants and covenants to and with Creditor and so long as this Security Agreement remains in effect Debtor shall be deemed to continuously represent, warrant and covenant to and with Creditor that:
 - a) the Collateral is owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (collectively called "**Encumbrances**") except for Permitted Encumbrances as defined in the Charge;
 - b) each Debt, chattel paper and instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**"), and the amount represented by Debtor to Creditor from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defense, set off, claim or counterclaim against Debtor which can be asserted against Creditor, whether in any proceeding are to enforce Collateral or otherwise; and
 - c) the locations specified in Schedule "A" is accurate and complete and are the only locations of Debtor's business operations, records and goods (including Inventory) constituting Collateral save for goods in transit to such locations, and all fixtures or goods about to become fixtures will be situate at one of such locations.

COVENANTS OF DEBTOR

- 6) So long as this Security Agreement remains in effect Debtor covenants and agrees with Creditor:
 - a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances except Permitted Encumbrances; and not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Creditor; provided always, that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and use moneys available to Debtor;

- b) to notify Creditor promptly of:
 - i) any change in the information contained herein or in the schedules hereto relating to Debtor, Debtor's business or the Collateral;
 - ii) the details of any significant acquisition of Collateral;
 - iii) the details of any claims or litigation affecting Debtor or the Collateral;
 - iv) any material loss of or damage to the Collateral;
 - v) any default by any Account Debtor in payment or other performance of his obligations with respect to the Collateral; and
 - vi) the return to or repossession by Debtor of Collateral;
- c) to keep the Collateral in good order, condition and repair, reasonable wear and tear excepted, and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement now or hereafter in effect between Debtor and Creditor or any agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- d) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by Creditor of or with respect to Collateral in order to give effect to the intention of this Security Agreement;
- e) to pay when due: (i) all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable and (ii) all amounts secured by any security interests, charges, encumbrances, liens and claims which rank or could rank in priority to or pari passu with the Security Interest;
- f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as Creditor shall reasonably direct with loss payable to Creditor and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at Creditor's request so as to indicate the Security Interest;
- i) to deliver to Creditor from time to time promptly upon request or provide access to:
 - i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;
 - ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other

writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

- iii) all policies and certificates of insurance relating to Collateral; and
- iv) such information concerning Collateral, Debtor and Debtor's business and affairs as Creditor may reasonably request;
- j) to forthwith pay all reasonable costs, charges, expenses and legal fees and disbursements (on a full indemnity basis) which may be incurred by Creditor in:
 - i) inspecting the Collateral;
 - ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement;
 - iii) investigating title to the Collateral;
 - iv) taking, recovering and keeping possession of the Collateral; and
 - v) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by Creditor as security for the Indebtedness.

USE AND VERIFICATION OF COLLATERAL

- 7) Subject to compliance with Debtor's covenants contained herein, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that Creditor shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner Creditor may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as Creditor may reasonably request in connection therewith and for such purpose to grant to Creditor or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

SECURITIES

- 8) If the Collateral at any time includes securities, after default, Debtor authorizes Creditor to transfer the same or any part thereof into its own name or that of its nominee(s) so that Creditor or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, Creditor shall deliver promptly to Debtor all notices or other communications received by Creditor or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, Creditor shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities; provided that, after default and only while such default is continuing, Debtor waives all right to receive any notices or communications received by Creditor or its nominee(s) as such registered owner and agrees that no proxy issued by Creditor to Debtor or its order as aforesaid shall thereafter be effective.

COLLECTION OF DEBTS

- 9) After default under this Security Agreement, Creditor may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to Creditor. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, after notification of this Security Interest to Account Debtors and after default under this Security Agreement which is continuing shall be

received and held by Debtor in trust for Creditor and shall be turned over to Creditor upon request.

INCOME FROM AND INTEREST ON COLLATERAL

- 10) Until default, Debtor reserves the right to receive any moneys constituting income from or interest on Collateral and if Creditor receives any such moneys prior to default, Creditor shall either credit the same to the account of Debtor or pay the same promptly to Debtor.
- 11) After default, Debtor will not request or receive any moneys constituting income from or interest on Collateral and if Debtor receives any such moneys, without any request by Creditor, Debtor will pay the same promptly to Creditor.

INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- 12) In the event of a default, Debtor authorizes Creditor:
 - i) to receive any increase in or profits on Collateral and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 11 hereof and dealt with accordingly; and
 - ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.

If Debtor receives any such increase or profits (other than money) or payments or distributions, Debtor will deliver the same promptly to Creditor to be held by Creditor as herein provided.

DISPOSITION OF MONEYS

- 13) Subject to any applicable requirements of the P.P.S.A., all moneys collected or received by Creditor pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as Creditor in its sole discretion deems best or, at the option of Creditor, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor to Creditor or the rights of Creditor hereunder, and any surplus shall be accounted for as required by law.

EVENTS OF DEFAULT

- 14) The occurrence of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":
 - a) any Event of Default arising under the Charge; and
 - b) if any certificate, statement, representation, warranty, covenant or report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement or otherwise (including, without limitation, the representations, warranties and covenants contained herein) or as an inducement to Creditor to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty, covenant or report, which change shall not have been disclosed to Creditor at or prior to the time of such execution.

REMEDIES

- 15) Upon default, Creditor may appoint or re-appoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Creditor or not, to be a receiver or receivers (called a "**Receiver**", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of Debtor and not Creditor, and Creditor shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable him to carry on Debtor's business or otherwise, as such Receiver shall, in his sole discretion, determine. Except as may be otherwise directed by Creditor, all moneys received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to Creditor.
- 16) Upon default, Creditor may, either directly or through its agents or nominees, exercise all the powers and rights given to a Receiver by virtue of the foregoing Clause 15 hereof.
- 17) Creditor may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, Creditor may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to Creditor may seem reasonable.
- 18) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Creditor and in addition to any other rights Creditor may have at law or in equity, Creditor shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that Creditor shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, Creditor shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper, whether Collateral or proceeds and whether or not in Creditor's possession and shall not be liable or accountable for failure to do so.
- 19) Debtor acknowledges that Creditor or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law, and Debtor agrees upon request from Creditor or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- 20) Debtor agrees to pay all costs, charges and expenses reasonably incurred by Creditor or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses

together with any moneys owing as a result of any borrowing by Creditor or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- 21) Unless the Collateral in question is perishable or unless Creditor believes on reasonable grounds that the Collateral in question will decline speedily in value, Creditor will give Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

MISCELLANEOUS

- 22) Debtor hereby authorizes Creditor to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as Creditor may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest, and Debtor hereby irrevocably constitutes and appoints any officer from time to time of Creditor the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever Creditor may deem it necessary or expedient to do so.
- 23) Without limiting any other right of Creditor, whenever Indebtedness is immediately due and payable or Creditor has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), Creditor may, in its sole discretion, set off against Indebtedness any and all moneys then owed to Debtor by Creditor in any capacity, whether or not due, and Creditor shall be deemed to have exercised such right of set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on Creditor's records subsequent thereto.
- 24) Upon Debtor's failure to perform any of its duties hereunder, after written notice thereof from Creditor, Creditor may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to Creditor, forthwith upon written demand therefor, an amount equal to the expense incurred by Creditor in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of fifteen (15%) percent per annum.
- 25) Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as Creditor may see fit without prejudice to the liability of Debtor or Creditor's right to hold and realize the Security Interest. Furthermore, Creditor may demand, collect and sue on Collateral in either Debtor's or Creditor's name, at Creditor's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.
- 26) No delay or omission by Creditor in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, Creditor may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Creditor granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

- 27) Debtor waives protest of any instrument constituting Collateral at any time held by Creditor on which Debtor is in any way liable or notice of any other action taken by Creditor.
- 28) This Security Agreement shall enure to the benefit of Creditor and its successors and assigns and shall be binding upon Debtor and its successors and assigns.
- 29) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- 30) This Security Agreement and the transaction evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may from time to time be in effect, including, where applicable, the P.P.S.A.
- 31) Whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered to the party for whom it is intended at the last known address of such party or if sent by prepaid registered mail addressed to the party for whom it is intended at the last known address of such party. Either party may notify the other pursuant hereto of any change in such party's address to be used for the purposes hereof.
- 32) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by Creditor and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until all Indebtedness contracted for or created, and any extensions or renewals thereof, together with interest accruing thereon shall be paid in full and this Security Agreement is discharged.
- 33) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- 34) In this Security Agreement when the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- 35) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- 36) Nothing herein contained shall in any way obligate Creditor to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- 37) Debtor acknowledges that the Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor (or in the case of after acquired property, upon the date of acquisition), that value has been given, that Debtor has rights in the Collateral and the parties have not agreed to postpone the time for attachment.
- 38) Notwithstanding any other provision of this Security Agreement, there shall be recourse by Creditor solely to the Collateral for the performance or satisfaction of any obligations or liabilities of Debtor, except that nothing in this Security Agreement shall (a) constitute a waiver of or otherwise restrict, limit or affect any of the liabilities or obligations of Debtor created or secured hereby or existing at law or in equity in respect of the Charge, so long as no monetary judgment shall

be enforced against the property or assets of Debtor, other than the Collateral, (b) limit the right to name Debtor as a party in any action, proceeding or remedy available hereunder or otherwise at law or in equity, so long as no monetary judgment shall be enforced against the property or assets of Debtor, other than the Collateral, (c) release, reduce or impair the validity or enforceability of any of the Charge or this Security Agreement, (d) prevent or restrict an remedy available hereunder or otherwise at law or in equity, including the appointment of a receiver, so long as no monetary judgment shall be enforced against the property or assets of Debtor, other than the Collateral, or (e) limit or restrict any right or recourse against Debtor, so long as no monetary judgment shall be enforced against the property or assets of Debtor, other than the Collateral.

- 39) In the event of a conflict, discrepancy, ambiguity or inconsistency between the provisions of this Security Agreement and the Commitment Letter, the provisions of the Commitment Letter shall prevail and govern to the extent of such conflict, discrepancy, ambiguity or inconsistency.

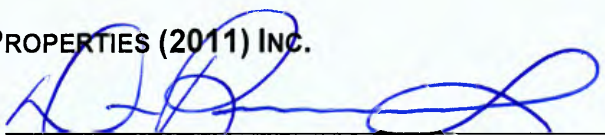
COPY OF AGREEMENT

Debtor hereby acknowledges receipt of a copy of this Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF Debtor has executed this Security Agreement as of this 26 day of July, 2019.

R & B PROPERTIES (2011) INC.

Per: 
Name: Daniel Rumack
Title: President

I have authority to bind the corporation.

SCHEDULE "A"
PROPERTY

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL
D120 TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto
(No. 66)

SCHEDULE "B"

**DESCRIPTION OF SPECIFIC CHATTELS INCLUDED IN
THIS SECURITY AGREEMENT**

The goods and chattels of Debtor located in, on and upon the Property together with any and all replacements, additions, substitutions and improvements thereto.

ASSIGNMENT OF GENERAL SECURITY AGREEMENT

THIS ASSIGNMENT made as of the 15th day of July, 2021

B E T W E E N:

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignor**")

OF THE FIRST PART,

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS by a charge/mortgage dated July 26, 2019, and registered July 26, 2019 in the Land Registry Office for the Land Titles Division of Toronto (No. 66) (the "**Registry Office**") as Instrument No. AT5195577 (the "**Charge**"), R & B Properties (2011) Inc. as chargor, granted, mortgaged and charged to the Assignor as chargee, upon the terms therein mentioned all of its right, title and interest in the land and premises described therein (the "**Property**") to secure the payment of the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$15,400,000.00) with interest therein set out upon the terms therein mentioned;

AND WHEREAS as additional security under the Charge, the chargor did grant to the Assignor a General Security Agreement dated July 26, 2019 (the "**General Security Agreement**") with respect to the personal property located on the lands described in Schedule "A" to the Assignor;

AND WHEREAS the Assignor has agreed to assign to the Assignee all benefits and advantages to be derived from the said General Security Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor herein hereby assigns and sets over unto the Assignee all of its right, title and interest in the General Security Agreement, the full benefit of all powers and of all covenants contained in the General Security Agreement and also the full power and authority to use the name or names of the Assignor for enforcing the performance of the covenants and other matters and things contained in the General Security Agreement. The Assignor makes this assignment to the Assignee, to have and to hold the General Security Agreement, but subject to the terms contained in the General Security Agreement.

2. The Assignor hereby covenants with the Assignee that the Assignor has not done or permitted any act, matter or thing whereby the General Security Agreement has been released or discharged either partly or in its entirety; and that it will upon request do, perform and execute

every act necessary to enforce the full performance of the covenants and other matters contained therein. The Assignor and the Assignee hereby acknowledge that the Assignor has not taken any steps to exercise its rights under the General Security Agreement and will have no obligation to exercise such rights after the date hereof.

3. The terms of the General Security Agreement are in all other respects confirmed.

4. This Indenture shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5. This Assignment may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has executed this Assignment by the hands of its duly authorized officers on the day and year first written above.

COMMUNITY TRUST COMPANY

DocuSigned by:
Tara Rolston
Per: _____
Name: Tara Rolston Director, Commercial Servicing
Title:

DocuSigned by:
Ram Senthil
Per: _____
Name: Ram Senthil Director, Mortgage Servicing
Title:

I/We have authority to bind the corporation.

SCHEDULE "A"**Property Description**

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120
TORONTO; LT 3 S/S QUEEN STREET WEST PL D120
TORONTO; LT 4 S/S QUEEN STREET WEST PL D120
TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto (No. 66)

This is **Exhibit “I”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

LRO # 80 **Notice Of Assignment Of Rents-General** **Registered as AT5195578** on 2019 07 26 at 10:14

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 7

Properties

PIN21243 - 0007 LT

DescriptionPCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO

Address765 QUEEN STREET WEST
TORONTO

Applicant(s)

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

NameR & B PROPERTIES (2011) INC.

Address for Service1867 Yonge Street,
Suite 501
Toronto, ON M5S 1Y5

I, Daniel Rumack, President, have the authority to bind the corporation.

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

Party To(s)CapacityShare

NameCOMMUNITY TRUST COMPANY

Address for Service2350 Matheson Boulevard East
Mississauga, ON
L4W 5G9

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, AT5195577 registered on 2019/07/26 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Natasha Lei Jimeno

40 King Street West, Suite 2100
Toronto
M5H 3C2

acting for
Applicant(s)

Signed

2019 07 26

Tel416-869-5300

Fax416-360-8877

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

Natasha Lei Jimeno

40 King Street West, Suite 2100
Toronto
M5H 3C2

acting for
Party To(s)

Signed

2019 07 26

Tel416-869-5300

Fax416-360-8877

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

Submitted By

CASELS BROCK & BLACKWELL LLP

40 King Street West, Suite 2100
Toronto
M5H 3C2

2019 07 26

Tel416-869-5300

Fax416-360-8877

Fees/Taxes/Payment

Statutory Registration Fee\$64.40

Total Paid\$64.40

File Number

Party To Client File Number : 53481-1 (NJ)

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of the 26th day of July, 2019

BETWEEN:

R & B PROPERTIES (2011) INC.

(hereinafter called the "**Assignor**")

- and -

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignee**")

WHEREAS:

- A. The Assignor is the registered owner of the lands and premises situate, lying and being in the City of Toronto, Province of Ontario, more particularly described in Schedule "A" annexed hereto and municipally known as 761 Queen Street West, Toronto, Ontario (the "**Property**");
- B. The Assignor has charged and mortgaged the Property to the Assignee to secure the repayment of a loan in the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND (\$15,400,000.00) and interest thereon at the interest rate therein expressed (the "**Loan**") secured by a Charge/Mortgage in that principal amount issued by the Assignor to the Assignee (the "**Mortgage**") registered on the same date as this instrument, being the immediately preceding instrument number in the Land Registry Office for the Land Titles Division of Toronto (No. 66);
- C. Portions of the Property are or will be leased to various Tenants (as defined herein); and
- D. The Assignor has agreed to execute and deliver this Assignment for the purpose of collaterally securing the performance and observance of the Assignor's promise to pay and other obligations under the Loan and Mortgage.

NOW THEREFORE this Assignment witnesses that in consideration of the premises and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency whereof is hereby acknowledged)

- 1. **THE ASSIGNOR** hereby assigns, transfers and sets over to the Assignee:
 - (a) all present and future Rents (as defined herein) reserved or payable under the Leases; and
 - (b) the Leases (as defined herein) and all benefits and advantages to be derived by the Assignor from the Leases to the Assignee as security for the payment of the principal sum, interest and other monies payable by the Assignor to the Assignee pursuant to the Mortgage.

The within assignment and grant includes all the Assignor's right to demand, sue for, collect and receive all Rent and otherwise to enforce (either in the name of the Assignor or the Assignee) the Assignor's rights under a Lease consequent on any default by the Tenant thereunder whether such rights arise under the Lease or by statute or at law or in equity, including without limitation the Assignor's right to distrain.

2. **THE ASSIGNOR** acknowledges that this Assignment is being executed and delivered as a continuing and additional security for the performance and observance of the Assignor's promise to pay and other obligations pursuant to the Loan and neither the execution and delivery of this Assignment nor anything done pursuant hereto shall in any way impair or diminish the obligations of the Assignor as Landlord (as herein defined) of the Leases.

3. **NO PROVISION** contained in this Assignment shall be deemed to have the effect of making the Assignee responsible for the collection of any Rent, or any part thereof or for the performance or observance of any of the covenants, terms, conditions or other obligations imposed upon either party to a Lease.

4. **THE ASSIGNEE** shall not by virtue of this Assignment be deemed to be a trustee or mortgagee in possession of the Property and upon the payment of the principal sum, interest and other monies secured by the Mortgage, this Assignment shall terminate and the Assignee shall execute and deliver at the expense of the Assignor a reassignment of the Leases to the Assignor. It is further agreed that a full and complete discharge (but not a partial discharge) of the Mortgage from title to the Property shall operate as a full and complete release of the Assignee's interest and rights hereunder.

5. **IT IS UNDERSTOOD** and agreed that the Assignee shall be liable to account for only such monies as may actually come into its hands by virtue of this Assignment less proper collection and management charges.

6. **ALTHOUGH IT IS** the intention of the parties that this Assignment shall be a present assignment, effective immediately upon execution, it is expressly understood and agreed that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an event of default shall occur under the terms and provisions of the Mortgage. Upon such event of default occurring and during the time that such event of default remains uncured (i) the Assignee shall be entitled, upon notice to the Tenants, to collect and receive all Rent under the Leases and (ii) this Assignment shall constitute an irrevocable direction and authorization of the Assignor to the Tenants to pay such amounts to the Assignee or as the Assignee shall direct otherwise in writing without proof of any event of default by the Assignor until such time as the Assignee shall direct the Tenants in writing to the contrary. Without limiting the generality of the foregoing, the Tenants are hereby irrevocably authorized and directed to rely upon and comply with, and to be fully protected in so doing, any notice or demand by the Assignee for the payment to the Assignee of any Rent or for the performance of any other obligation of the Tenants under the Leases and the Tenants shall not be required to or be under any duty to inquire as to whether any event of default under the Mortgage has actually occurred or is then existing.

7. **THE ASSIGNOR** represents and warrants to the Assignee that to the best of its knowledge after due inquiry:

- (a) each Lease is a valid and subsisting lease constituting the entire and only agreement between the Landlord and Tenant thereto pertaining to the premises demised;
- (b) the Tenants are occupying the premises described in each Lease and paying the full Rent stipulated therein;
- (c) no notice has been received from any Tenant indicating an intention to assign or sublet or indicating an intention to surrender the term or otherwise part with possession of the premises demised to it other than as specifically provided for herein;
- (d) no notice has been received by the Assignor from any Tenant alleging default by the Assignor in the performance of its obligations as Landlord pursuant to any Lease which notice has not been complied with by the Assignor to the Tenant's satisfaction; and

- (e) all copies of the Leases which have been delivered to the Assignee are true and correct copies.

8. **THE ASSIGNOR** covenants and agrees that:

- (a) there is no outstanding encumbrance or assignment of the Leases or the Rents payable or receivable thereunder except as may be permitted under this Assignment, the Mortgage, or as may be disclosed by the registered title to the Property;
- (b) it shall at all times perform and observe all of the Landlord's obligations contained in the Leases or imposed by law;
- (c) it now has full power and absolute authority to assign its interest in the Leases and all benefits and advantages to be derived from the Leases to the Assignee according to the intention of this Assignment;
- (d) it shall forthwith on demand enter into, execute and deliver to the Assignee, at the Assignor's expense, such further assignments and assurances of the Leases as the Assignee shall reasonably require; and
- (e) it shall give prompt notice to the Assignee of any notice of default on the part of the Assignor with respect to the Leases which is received from any Tenant and shall provide the Assignee with complete copies of such notices.

9. **THE ASSIGNOR** further covenants and agrees that it will not without the prior written consent of the Assignee:

- (a) (i) cancel or take any action to cancel any Lease; (ii) accept the surrender of any Lease; (iii) alter or amend or consent to or permit the altering, or amending of any term or provision of any Lease so as to decrease the Tenant's financial obligations or increase the responsibility of the Landlord thereunder; (iv) consent to or permit the assigning or subleasing of any Lease except in circumstances where the Landlord's consent cannot be unreasonably withheld or where no consent is required; and
- (b) collect or attempt to collect or permit either the payment or the prepayment of rent for a period greater than one (1) month or in any manner and at any time other than that stipulated in the Leases.

Notwithstanding the provisions of sub-paragraphs (a) and (b) above, the Assignor shall not be required to obtain the Assignee's consent to any such action with respect to a lease for residential premises so long as the Assignor is acting reasonably as a prudent landlord of such premises within the area of the Property or areas which the Assignee, acting reasonably, determines are comparable.

10. **THE ASSIGNOR** agrees that any and all rights of the Assignee pursuant to this Assignment may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee. The Assignor further agrees that the Assignee is authorized (but is not obligated) in the name of the Assignor to take at any time any proceeding which in the opinion of the Assignee or its solicitors may be expedient or necessary for the purpose of enforcing any of the rights of the Assignor under the Leases and further to compromise or submit to arbitration any dispute which has arisen or may arise in respect of any Lease and any settlement arrived at shall be binding upon the Assignor. The Assignee is further authorized (but is not obligated) in the name and for the account of the Assignor to perform and observe any of the Landlord's obligations under the Leases, and without limiting the generality of the foregoing, any amount paid by the Assignee in respect thereof as well as any other expense incurred by the Assignee shall be added to the monies secured by the Mortgage and bear interest at the interest rate stipulated therein.

11. **THE TERM "Leases"** shall extend to and include (i) all present and future leases, agreements to lease, licences or other agreements in respect of each and every present and future tenancy, right of use or occupation of or license granted by the Assignor in respect of all or any part of the Property as they may be extended or renewed or replaced (ii) any amending agreement whether written or oral and (iii) any present and future guarantee of or indemnity with respect to a Tenant's Lease obligations whether included in a Lease or contained in a separate instrument.

12. **THE TERM "Tenants"** means and includes (i) the person, firm or corporation named as tenant or lessee in a Lease and (ii) any person, firm or corporation who has guaranteed (whether as a primary debtor, surety or otherwise) the performance and observance of a Tenant's covenants and other obligations pursuant to a Lease.

13. **THE TERM "Landlord"** means the Assignor, its successors and assigns and includes the person, firm or corporation named as landlord or lessor in a Lease.

14. **THE TERM "Rent"** shall extend to and include all monies that the Landlord is entitled to receive under the terms of the Leases including, without limitation, insurance proceeds, arbitration awards and the proceeds arising from any guarantee or other security held by the Assignor.

15. **THE RIGHTS**, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Mortgage or under any other security or at law.

16. **THE ASSIGNOR** acknowledges receiving a true copy of this Assignment.

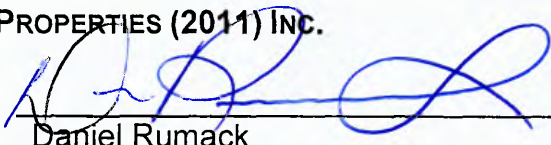
17. **THIS ASSIGNMENT** shall be binding upon and enure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto and all words and phrases shall be taken to include the singular or plural or masculine, feminine or neuter gender as the circumstances shall require.

18. **IT IS UNDERSTOOD AND AGREED** that a full and complete release of the Mortgage shall operate as a full and complete release of all the Lender's rights and interest hereunder, and that after the said Mortgage has been fully released this instrument shall be void and of no further effect.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has hereunto caused this Assignment to be executed by its duly authorized officer under its corporate seal as of the date written above.

R & B PROPERTIES (2011) INC.

Per: 
Name: Daniel Rumack
Title: President

I have authority to bind the corporation.

SCHEDULE “A”
(Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL
D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL
D120 TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto
(No. 66)

ASSIGNMENT OF GENERAL ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made as of the 15th day of July, 2021

B E T W E E N:

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignor**")

OF THE FIRST PART,

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS by a charge/mortgage dated July 26, 2019 and registered on July 26, 2019 in the Land Registry Office for the Land Titles Division of Toronto (No. 66) (the "**Registry Office**") as Instrument No. AT5195577 (the "**Charge**"), R & B Properties (2011) Inc. as chargor did grant and mortgage unto the Assignor as chargee all and singular the lands and premises described in the Charge (the "**Property**") to secure payment of a sum with interest as therein set out;

AND WHEREAS the chargor in the Charge did grant to the Assignor a General Assignment of Leases and Rents dated July 26, 2019 and registered on July 26, 2019 in the Registry Office as Instrument No. AT5195578 (the "**General Assignment of Rents**");

AND WHEREAS the Assignor has agreed to assign to the Assignee all benefits and advantages to be derived from the said General Assignment of Rents;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby grant, assign, transfer and set over unto the Assignee all of its right, title and interest in the General Assignment of Rents, the security interest granted to the Assignor pursuant to the General Assignment of Rents and all benefits and advantages to be derived by the Assignor from the General Assignment of Rents. The within assignment and grant includes all of the Assignor's right to enforce the security interest granted pursuant to the General Assignment of Rents and all other benefits and advantages to be derived therefrom.

No provision contained in this Assignment shall be deemed to have the effect of making the Assignee responsible for the collection for any rent, or any part thereof or for the performance or observance of any of the covenants, terms or conditions or other obligations imposed upon any party to any of the tenancy agreements which are the subject of the security interests granted by the General Assignment of Rents. The Assignor and the Assignee hereby acknowledge that the Assignor has not taken any steps to exercise its rights under the General Assignment of Rents and will have no obligation to exercise such rights after the date hereof.

The rights, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Charge or under any other security or at law.

The Assignor acknowledges receiving a true copy of this Assignment.

This Assignment shall be binding upon and enure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto.

This Assignment may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has executed this Assignment by the hands of its duly authorized officers on the day and year first written above.

COMMUNITY TRUST COMPANY

DocuSigned by:
Tara Rolston
Per: _____
Name: Tara Rolston Director, Commercial Servicing
Title:

DocuSigned by:
Ram Senthil
Per: _____
Name: Ram Senthil Director, Mortgage Servicing
Title:

I/We have authority to bind the corporation.

This is **Exhibit “J”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

LRO # 80 **Notice Of Assignment Of Lessor Interest In Lease** **Registered as AT5195581** on 2019 07 26 at 14:08

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 9

Properties		
PIN	21243 - 0007 LT	
Description	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO	
Address	765 QUEEN STREET WEST TORONTO	

Source Instruments		
Registration No.	Date	Type of Instrument
AT3918273	2015 06 18	Notice Of Lease

Party From(s)	
Name	R & B PROPERTIES (2011) INC.
Address for Service	1867 Yonge Street Suite 501 Toronto, ON M5S 1Y5
I, Daniel Rumack, President, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Party To(s)		Capacity	Share
Name	COMMUNITY TRUST COMPANY		
Address for Service	2350 Matheson Boulevard East Mississauga, ON L4W 5G9 Loan No.9100502		

Statements	
The applicant is prepared to produce the document for inspection within fourteen (14) days of the request and the applicant consents to the cancellation of the document on presentation of proof satisfactory to the Land Registrar that the document was not produced upon request.	
Schedule: See Schedules	
This document relates to registration number(s)AT5195577. This Notice may be deleted by the Land Registrar when the registered instrument AT5195577 to which this Notice relates is deleted.	

Signed By				
Natasha Lei Jimeno		40 King Street West, Suite 2100 Toronto M5H 3C2	acting for Party From(s)	Signed 2019 07 26
Tel	416-869-5300			
Fax	416-360-8877			
I have the authority to sign and register the document on behalf of the Party From(s).				

Submitted By			
CASELS BROCK & BLACKWELL LLP	40 King Street West, Suite 2100 Toronto M5H 3C2		2019 07 26
Tel	416-869-5300		
Fax	416-360-8877		

Fees/Taxes/Payment	
Statutory Registration Fee	\$64.40
Provincial Land Transfer Tax	\$0.00
Municipal Land Transfer Tax	\$0.00
Total Paid	\$64.40

File Number	
Party To Client File Number :	53481-1 (NJ)

PROVINCIAL AND MUNICIPAL LAND TRANSFER TAX STATEMENTS

Toronto M5H 3C2

SPECIFIC ASSIGNMENT OF LEASES

THIS ASSIGNMENT made as of the 26th day of July, 2019.

B E T W E E N:

R & B PROPERTIES (2011) INC.

(hereinafter called the "**Assignor**")

OF THE FIRST PART;

- and -

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS:

1. THE ASSIGNOR is the owner of the premises ("**Premises**") situate, lying and being in the City of Toronto and in the Province of Ontario, and which are more particularly described in Schedule "A" annexed hereto;
2. THE ASSIGNOR has charged and mortgaged the Property to the Assignee to secure the repayment of the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$15,400,000.00) and interest thereon at the interest rate therein expressed pursuant to a mortgage in that principal amount granted by the Assignor to the Assignee dated the same date as this Agreement ("**Charge**");
3. The Premises is leased to the tenants (collectively, the "**tenant**") pursuant to a written lease agreement between the Assignor and the tenants as more particularly described on Schedule "B" (collectively, the "**Lease**");
4. THE ASSIGNOR has agreed to assign to the Assignee the rent payable under the Lease and all benefit and advantage to be derived therefrom as additional security for the performance and observance of the Assignor's promise to pay and other obligations under the Charge.

NOW THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged by the parties) the parties hereto agree as follows:

1. THE ASSIGNOR hereby grants, assigns, transfers and sets over unto the Assignee, its successors and assigns, until the monies due under and by virtue of the Charge have been fully paid and satisfied, the Lease, all rents and other monies payable under the Lease and all other benefits and advantages to be derived therefrom. The within assignment and grant includes all the Assignor's right to demand, sue for, collect and receive all rent, and otherwise to enforce (either in the name of the Assignor or the Assignee) the Assignor's rights under the Lease consequent on any default by the Tenant thereunder whether such rights arise under the Lease or by statute or at law or in equity, including without limitation the Assignor's rights to distrain.
2. THE ASSIGNEE shall not by virtue of the execution and delivery of this agreement alone be deemed to be a mortgagee in possession of the Property or any part thereof and nothing contained herein or in any statute shall make the Assignee responsible to the Assignor for the collection of rents or for the performance of any covenants and provisions contained in the Lease nor liable to account to the Assignor

for any monies other than such as shall have actually been received by them less all costs and expenses of collection and management and other proper deductions.

3. ALTHOUGH IT is the intention of the parties that this Assignment shall be a present assignment, effective immediately upon execution, it is expressly understood and agreed that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default (as defined in the Charge) shall occur. Upon such event of default occurring the Assignee shall be entitled, upon notice to the tenant, to collect and receive all rent under the Lease. Without limiting the generality of the foregoing, the tenant is hereby irrevocably authorized and directed to rely upon and comply with, and to be fully protected in so doing, any notice or demand by the Assignee for the payment to the Assignee of any rent, or for the performance of any other obligation of the tenant under the Lease and the tenant shall not be required to or be under any duty to enquire as to whether any Event of Default under the Charge has actually occurred or is then existing. Until an Event of Default occurs, the Assignor can continue to collect rents and deal with the Lease in the ordinary course of business.

4. THE ASSIGNOR acknowledges to the Assignee and covenants and agrees with the Assignee as follows:

- (a) that the Lease is a good, valid and subsisting Lease;
- (b) that except for any general assignment of rents and/or Lease to the Assignee and as shown on registered title to the Property charged by the Chargee it has made no other assignment of the Lease or of the rents reserved thereunder;
- (c) that it now has full power and absolute authority to assign its interest in the Lease and all benefits and advantages to be derived therefrom to the Assignee according to the intention of this Assignment;
- (d) that none of the rents reserved under the Lease has been paid more than one month in advance save as may be in the Lease otherwise provided;
- (e) that none of the rents shall in the future be paid or accepted in advance of the time for payment thereof as set out in the Lease;
- (f) that it will not (i) cancel or take any action to cancel the Lease; (ii) accept the surrender of the Lease; (iii) assign the Lease (save for Permitted Encumbrances or as otherwise permitted pursuant to the Commitment Letter (as hereinafter defined)); (iv) alter or amend or consent to or permit the altering, or amending of any term or provision of the Lease.

5. THE ASSIGNEE acknowledges that this Assignment is being executed and delivered as a continuing and additional security for the performance and observance of the Assignor's promise to pay and other obligations pursuant to the Charge and neither the execution and delivery of the Assignment nor anything done pursuant thereto shall in any way impair and diminish the obligation of the Assignor as landlord of the Lease.

6. THE ASSIGNOR agrees that any and all rights of the Assignee pursuant to this Assignment may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee. The Assignor further agrees that following an Event of Default (and for so long as same is continuing), the Assignee is authorized (but is not obligated) in the name of the Assignors to take at any time any proceeding which in the opinion of the Assignee or its solicitors may be expedient or necessary for the purpose of enforcing any of the rights of the Assignor under the Lease and further to compromise or submit to arbitration any dispute which has arisen or may arise in respect of the Lease and any settlement arrived at shall be binding upon the Assignor. Following an Event of Default (and for so long as same is continuing), the Assignee is

further authorized (but is not obligated) in the name and for the account of the Assignor to perform and observe any of the Assignor's obligations, as landlord, under the Lease, or any of them, and without limiting the generality of the foregoing, any amount paid by the Assignee in respect thereof as well as any other expense incurred by the Assignee shall be added to the pro rata monies secured by the Charge and shall bear interest at the interest rate stipulated therein.

7. THE RIGHTS, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Charge or under any other security or at law.

8. THE ASSIGNOR covenants and agrees with the Assignee that it and its successors and assigns, shall and will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, assignments and assurances whatsoever for the better and more perfectly and absolutely assigning, transferring and setting over to the Assignee, its successors and assigns, the Lease and all other benefits and advantages to be derived therefrom as shall be reasonably required by the Assignee, its successors and assigns subject to reasonable review.

9. THIS AGREEMENT shall remain in full force and effect so long as the indebtedness of the Assignor secured by the Charge to the Assignee remains unpaid, in whole or in part. It is understood and agreed that a full and complete discharge of the Charge shall operate as a full and complete release of all of the Assignee's rights and interest hereunder, and the Assignee covenants and agrees to provide at the time of the discharge, at the request and expense of the Assignor, a full and complete releases and reassignment of the Assignee's rights and interests hereunder.

10. THE PROVISIONS of this Assignment shall be binding upon the Assignor and its successors or assigns and upon the Assignee and its successors or assigns.

11. BY ACCEPTANCE of this Assignment, the Assignee agrees to be bound by the provisions hereof.

[Signature Page Follows]

SCHEDULE “A”
(the Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120
TORONTO; LT 3 S/S QUEEN STREET WEST PL D120
TORONTO; LT 4 S/S QUEEN STREET WEST PL D120
TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto (No. 66)

SCHEDULE “B”

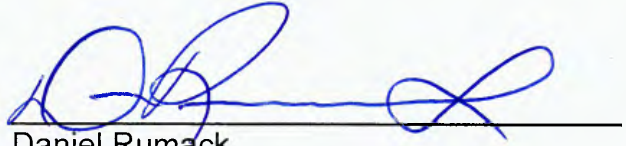
Leases

Instrument No.	Registration Date	Lessee	Lessor
AT3918273	June 18, 2015	Brewers Retail Inc.	R & B Properties (2011) Inc.
AT4826974	March 23, 2018	Behaviour Inc.	R & B Properties (2011) Inc.

IN WITNESS WHEREOF the Assignor has executed this Assignment by the hands of its duly authorized officer in that behalf on the day and year first written above.

R & B PROPERTIES (2011) INC.

Per:



Name: Daniel Rumack

Title: President

I have authority to bind the corporation.

LRO # 80 **Notice Of Assignment Of Lessor Interest In Lease** **Registered as AT5195582** on 2019 07 26 at 15:08

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 9

Properties		
PIN	21243 - 0007	LT
Description	PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO , CITY OF TORONTO	
Address	765 QUEEN STREET WEST TORONTO	

Source Instruments		
Registration No.	Date	Type of Instrument
AT4826974	2018 03 23	Notice Of Lease

Party From(s)	
Name	R & B PROPERTIES (2011) INC.
Address for Service	1867 Yonge Street Suite 501 Toronto, ON M5S 1Y5
I, Daniel Rumack, President, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Party To(s)		Capacity	Share
Name	COMMUNITY TRUST COMPANY		
Address for Service	2350 Matheson Boulevard East Mississauga, ON L4W 5G9 Loan No.9100502		

Statements	
The applicant is prepared to produce the document for inspection within fourteen (14) days of the request and the applicant consents to the cancellation of the document on presentation of proof satisfactory to the Land Registrar that the document was not produced upon request.	
Schedule: See Schedules	
This document relates to registration number(s)AT5195577. This Notice may be deleted by the Land Registrar when the registered instrument AT5195577 to which this Notice relates is deleted.	

Signed By				
Natasha Lei Jimeno		40 King Street West, Suite 2100 Toronto M5H 3C2	acting for Party From(s)	Signed 2019 07 26
Tel	416-869-5300			
Fax	416-360-8877			
I have the authority to sign and register the document on behalf of the Party From(s).				

Submitted By			
CASELS BROCK & BLACKWELL LLP	40 King Street West, Suite 2100 Toronto M5H 3C2		2019 07 26
Tel	416-869-5300		
Fax	416-360-8877		

Fees/Taxes/Payment	
Statutory Registration Fee	\$64.40
Provincial Land Transfer Tax	\$0.00
Municipal Land Transfer Tax	\$0.00
Total Paid	\$64.40

File Number	
Party To Client File Number :	53481-1 (NJ)

PROVINCIAL AND MUNICIPAL LAND TRANSFER TAX STATEMENTS

Toronto M5H 3C2

SPECIFIC ASSIGNMENT OF LEASES

THIS ASSIGNMENT made as of the 26th day of July, 2019.

B E T W E E N:

R & B PROPERTIES (2011) INC.

(hereinafter called the "**Assignor**")

OF THE FIRST PART;

- and -

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS:

1. THE ASSIGNOR is the owner of the premises ("**Premises**") situate, lying and being in the City of Toronto and in the Province of Ontario, and which are more particularly described in Schedule "A" annexed hereto;
2. THE ASSIGNOR has charged and mortgaged the Property to the Assignee to secure the repayment of the principal sum of FIFTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$15,400,000.00) and interest thereon at the interest rate therein expressed pursuant to a mortgage in that principal amount granted by the Assignor to the Assignee dated the same date as this Agreement ("**Charge**");
3. The Premises is leased to the tenants (collectively, the "**tenant**") pursuant to a written lease agreement between the Assignor and the tenants as more particularly described on Schedule "B" (collectively, the "**Lease**");
4. THE ASSIGNOR has agreed to assign to the Assignee the rent payable under the Lease and all benefit and advantage to be derived therefrom as additional security for the performance and observance of the Assignor's promise to pay and other obligations under the Charge.

NOW THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged by the parties) the parties hereto agree as follows:

1. THE ASSIGNOR hereby grants, assigns, transfers and sets over unto the Assignee, its successors and assigns, until the monies due under and by virtue of the Charge have been fully paid and satisfied, the Lease, all rents and other monies payable under the Lease and all other benefits and advantages to be derived therefrom. The within assignment and grant includes all the Assignor's right to demand, sue for, collect and receive all rent, and otherwise to enforce (either in the name of the Assignor or the Assignee) the Assignor's rights under the Lease consequent on any default by the Tenant thereunder whether such rights arise under the Lease or by statute or at law or in equity, including without limitation the Assignor's rights to distrain.
2. THE ASSIGNEE shall not by virtue of the execution and delivery of this agreement alone be deemed to be a mortgagee in possession of the Property or any part thereof and nothing contained herein or in any statute shall make the Assignee responsible to the Assignor for the collection of rents or for the performance of any covenants and provisions contained in the Lease nor liable to account to the Assignor

for any monies other than such as shall have actually been received by them less all costs and expenses of collection and management and other proper deductions.

3. ALTHOUGH IT is the intention of the parties that this Assignment shall be a present assignment, effective immediately upon execution, it is expressly understood and agreed that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default (as defined in the Charge) shall occur. Upon such event of default occurring the Assignee shall be entitled, upon notice to the tenant, to collect and receive all rent under the Lease. Without limiting the generality of the foregoing, the tenant is hereby irrevocably authorized and directed to rely upon and comply with, and to be fully protected in so doing, any notice or demand by the Assignee for the payment to the Assignee of any rent, or for the performance of any other obligation of the tenant under the Lease and the tenant shall not be required to or be under any duty to enquire as to whether any Event of Default under the Charge has actually occurred or is then existing. Until an Event of Default occurs, the Assignor can continue to collect rents and deal with the Lease in the ordinary course of business.

4. THE ASSIGNOR acknowledges to the Assignee and covenants and agrees with the Assignee as follows:

- (a) that the Lease is a good, valid and subsisting Lease;
- (b) that except for any general assignment of rents and/or Lease to the Assignee and as shown on registered title to the Property charged by the Chargee it has made no other assignment of the Lease or of the rents reserved thereunder;
- (c) that it now has full power and absolute authority to assign its interest in the Lease and all benefits and advantages to be derived therefrom to the Assignee according to the intention of this Assignment;
- (d) that none of the rents reserved under the Lease has been paid more than one month in advance save as may be in the Lease otherwise provided;
- (e) that none of the rents shall in the future be paid or accepted in advance of the time for payment thereof as set out in the Lease;
- (f) that it will not (i) cancel or take any action to cancel the Lease; (ii) accept the surrender of the Lease; (iii) assign the Lease (save for Permitted Encumbrances or as otherwise permitted pursuant to the Commitment Letter (as hereinafter defined)); (iv) alter or amend or consent to or permit the altering, or amending of any term or provision of the Lease.

5. THE ASSIGNEE acknowledges that this Assignment is being executed and delivered as a continuing and additional security for the performance and observance of the Assignor's promise to pay and other obligations pursuant to the Charge and neither the execution and delivery of the Assignment nor anything done pursuant thereto shall in any way impair and diminish the obligation of the Assignor as landlord of the Lease.

6. THE ASSIGNOR agrees that any and all rights of the Assignee pursuant to this Assignment may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee. The Assignor further agrees that following an Event of Default (and for so long as same is continuing), the Assignee is authorized (but is not obligated) in the name of the Assignors to take at any time any proceeding which in the opinion of the Assignee or its solicitors may be expedient or necessary for the purpose of enforcing any of the rights of the Assignor under the Lease and further to compromise or submit to arbitration any dispute which has arisen or may arise in respect of the Lease and any settlement arrived at shall be binding upon the Assignor. Following an Event of Default (and for so long as same is continuing), the Assignee is

further authorized (but is not obligated) in the name and for the account of the Assignor to perform and observe any of the Assignor's obligations, as landlord, under the Lease, or any of them, and without limiting the generality of the foregoing, any amount paid by the Assignee in respect thereof as well as any other expense incurred by the Assignee shall be added to the pro rata monies secured by the Charge and shall bear interest at the interest rate stipulated therein.

7. THE RIGHTS, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Charge or under any other security or at law.

8. THE ASSIGNOR covenants and agrees with the Assignee that it and its successors and assigns, shall and will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, assignments and assurances whatsoever for the better and more perfectly and absolutely assigning, transferring and setting over to the Assignee, its successors and assigns, the Lease and all other benefits and advantages to be derived therefrom as shall be reasonably required by the Assignee, its successors and assigns subject to reasonable review.

9. THIS AGREEMENT shall remain in full force and effect so long as the indebtedness of the Assignor secured by the Charge to the Assignee remains unpaid, in whole or in part. It is understood and agreed that a full and complete discharge of the Charge shall operate as a full and complete release of all of the Assignee's rights and interest hereunder, and the Assignee covenants and agrees to provide at the time of the discharge, at the request and expense of the Assignor, a full and complete releases and reassignment of the Assignee's rights and interests hereunder.

10. THE PROVISIONS of this Assignment shall be binding upon the Assignor and its successors or assigns and upon the Assignee and its successors or assigns.

11. BY ACCEPTANCE of this Assignment, the Assignee agrees to be bound by the provisions hereof.

[Signature Page Follows]

SCHEDULE “A”
(the Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120
TORONTO; LT 3 S/S QUEEN STREET WEST PL D120
TORONTO; LT 4 S/S QUEEN STREET WEST PL D120
TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Registry Office for the Land Titles Division of Toronto (No. 66)

SCHEDULE “B”

Leases

Instrument No.	Registration Date	Lessee	Lessor
AT3918273	June 18, 2015	Brewers Retail Inc.	R & B Properties (2011) Inc.
AT4826974	March 23, 2018	Behaviour Inc.	R & B Properties (2011) Inc.

IN WITNESS WHEREOF the Assignor has executed this Assignment by the hands of its duly authorized officer in that behalf on the day and year first written above.

R & B PROPERTIES (2011) INC.

Per:



Name: Daniel Rumack

Title: President

I have authority to bind the corporation.

ASSIGNMENT OF SPECIFIC ASSIGNMENT OF LEASES

THIS ASSIGNMENT is made as of the 15th day of July, 2021

B E T W E E N:

COMMUNITY TRUST COMPANY

(hereinafter called the "**Assignor**")

OF THE FIRST PART,

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS by a charge/mortgage dated July 26, 2019 and registered on July 26, 2019 in the Land Registry Office for the Land Titles Division of Toronto (No. 66) (the "**Registry Office**") as Instrument No. AT5195577 (the "**Charge**"), R & B Properties (2011) Inc. as chargor did grant and mortgage unto the Assignor as chargee all and singular the lands and premises described in the Charge (the "**Property**") to secure payment of a sum with interest as therein set out;

AND WHEREAS the chargor in the Charge did grant to the Assignor a Notice of Assignment of Lessor Interest in Lease dated July 26, 2019 and registered on July 26, 2019 in the Registry Office as Instrument No. AT5195581 and a Notice of Assignment of Lessor Interest in Lease dated July 26, 2019 and registered on July 26, 2019 in the Registry Office as Instrument No. AT5195582 (collectively, the "**Specific Assignment of Lease**");

AND WHEREAS the Assignor has agreed to assign to the Assignee all benefits and advantages to be derived from the said Specific Assignment of Lease;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby grant, assign, transfer and set over unto the Assignee all of its right, title and interest in the Specific Assignment of Lease, the security interest granted to the Assignor pursuant to the Specific Assignment of Lease and all benefits and advantages to be derived by the Assignor from the Specific Assignment of Lease. The within assignment and grant includes all of the Assignor's right to enforce the security interest granted pursuant to the Specific Assignment of Lease and all other benefits and advantages to be derived therefrom.

No provision contained in this Assignment shall be deemed to have the effect of making the Assignee responsible for the collection for any rent, or any part thereof or for the performance or observance of any of the covenants, terms or conditions or other obligations imposed upon any party to any of the tenancy agreements which are the subject of the security interests granted by the Specific Assignment of Lease. The Assignor and the Assignee hereby acknowledge that

the Assignor has not taken any steps to exercise its rights under the Specific Assignment of Lease and will have no obligation to exercise such rights after the date hereof.

The rights, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Charge or under any other security or at law.

The Assignor acknowledges receiving a true copy of this Assignment.

This Assignment shall be binding upon and enure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto.

This Assignment may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has executed this Assignment by the hands of its duly authorized officers on the day and year first written above.

COMMUNITY TRUST COMPANY

DocuSigned by:
Tara Rolston
Per: _____
Name: Tara Rolston Director, Commercial Servicing
Title:

DocuSigned by:
Ram Senthil
Per: _____
Name: Ram Senthil Director, Mortgage Servicing
Title:

I/We have authority to bind the corporation.

This is **Exhibit “K”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read "Kyla Morreau", is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of the 1st day of October, 2021.

BETWEEN:

R & B PROPERTIES (2011) INC.

(hereinafter called the "**Assignor**")

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the "**Assignee**")

WHEREAS:

- A. The Assignor is the registered owner of the lands and premises situate, lying and being in the City of Toronto, Province of Ontario, more particularly described in Schedule "A" annexed hereto and municipally known as 761 Queen Street West, Toronto, Ontario (the "**Property**");
- B. The Assignor has charged and mortgaged the Property to the Assignee to secure the repayment of a loan in the principal sum of FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00) and interest thereon at the interest rate therein expressed (the "**Loan**") secured by a Charge/Mortgage in that principal amount issued by the Assignor to the Assignee (the "**Mortgage**") registered on the same date as this instrument, being the immediately preceding instrument number in the Land Registry Office for the Land Titles Division of Toronto (No. 66);
- C. Portions of the Property are or will be leased to various Tenants (as defined herein); and
- D. The Assignor has agreed to execute and deliver this Assignment for the purpose of collaterally securing the performance and observance of the Assignor's promise to pay and other obligations under the Loan and Mortgage.

NOW THEREFORE this Assignment witnesses that in consideration of the premises and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency whereof is hereby acknowledged)

- 1. **THE ASSIGNOR** hereby assigns, transfers and sets over to the Assignee:
 - (a) all present and future Rents (as defined herein) reserved or payable under the Leases; and
 - (b) the Leases (as defined herein) and all benefits and advantages to be derived by the Assignor from the Leases to the Assignee as security for the payment of the principal sum, interest and other monies payable by the Assignor to the Assignee pursuant to the Mortgage.

The within assignment and grant includes all the Assignor's right to demand, sue for, collect and receive all Rent and otherwise to enforce (either in the name of the Assignor or the Assignee) the Assignor's rights under a Lease consequent on any default by the Tenant thereunder whether such rights arise under the Lease or by statute or at law or in equity, including without limitation the Assignor's right to distrain.

2. **THE ASSIGNOR** acknowledges that this Assignment is being executed and delivered as a continuing and additional security for the performance and observance of the Assignor's promise to pay and other obligations pursuant to the Loan and neither the execution and delivery of this Assignment nor anything done pursuant hereto shall in any way impair or diminish the obligations of the Assignor as Landlord (as herein defined) of the Leases.

3. **NO PROVISION** contained in this Assignment shall be deemed to have the effect of making the Assignee responsible for the collection of any Rent, or any part thereof or for the performance or observance of any of the covenants, terms, conditions or other obligations imposed upon either party to a Lease.

4. **THE ASSIGNEE** shall not by virtue of this Assignment be deemed to be a trustee or mortgagee in possession of the Property and upon the payment of the principal sum, interest and other monies secured by the Mortgage, this Assignment shall terminate and the Assignee shall execute and deliver at the expense of the Assignor a reassignment of the Leases to the Assignor. It is further agreed that a full and complete discharge (but not a partial discharge) of the Mortgage from title to the Property shall operate as a full and complete release of the Assignee's interest and rights hereunder.

5. **IT IS UNDERSTOOD** and agreed that the Assignee shall be liable to account for only such monies as may actually come into its hands by virtue of this Assignment less proper collection and management charges.

6. **ALTHOUGH IT IS** the intention of the parties that this Assignment shall be a present assignment, effective immediately upon execution, it is expressly understood and agreed that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an event of default shall occur under the terms and provisions of the Mortgage. Upon such event of default occurring and during the time that such event of default remains uncured (i) the Assignee shall be entitled, upon notice to the Tenants, to collect and receive all Rent under the Leases and (ii) this Assignment shall constitute an irrevocable direction and authorization of the Assignor to the Tenants to pay such amounts to the Assignee or as the Assignee shall direct otherwise in writing without proof of any event of default by the Assignor until such time as the Assignee shall direct the Tenants in writing to the contrary. Without limiting the generality of the foregoing, the Tenants are hereby irrevocably authorized and directed to rely upon and comply with, and to be fully protected in so doing, any notice or demand by the Assignee for the payment to the Assignee of any Rent or for the performance of any other obligation of the Tenants under the Leases and the Tenants shall not be required to or be under any duty to inquire as to whether any event of default under the Mortgage has actually occurred or is then existing.

7. **THE ASSIGNOR** represents and warrants to the Assignee that, to the best of its knowledge after due inquiry:

- (a) each Lease is a valid and subsisting lease constituting the entire and only agreement between the Landlord and Tenant thereto pertaining to the premises demised;
- (b) the Tenants are occupying the premises described in each Lease and paying the full Rent stipulated therein;
- (c) no notice has been received from any Tenant indicating an intention to assign or sublet or indicating an intention to surrender the term or otherwise part with possession of the premises demised to it other than as specifically provided for herein;
- (d) no notice has been received by the Assignor from any Tenant alleging default by the Assignor in the performance of its obligations as Landlord pursuant to any Lease which notice has not been complied with by the Assignor to the Tenant's satisfaction; and

- (e) all copies of the Leases which have been delivered to the Assignee are true and correct copies.

8. **THE ASSIGNOR** covenants and agrees that:

- (a) there is no outstanding encumbrance or assignment of the Leases or the Rents payable or receivable thereunder except as may be permitted under this Assignment, the Mortgage, or as may be disclosed by the registered title to the Property;
- (b) it shall at all times perform and observe all of the Landlord's obligations contained in the Leases or imposed by law;
- (c) it now has full power and absolute authority to assign its interest in the Leases and all benefits and advantages to be derived from the Leases to the Assignee according to the intention of this Assignment;
- (d) it shall forthwith on demand enter into, execute and deliver to the Assignee, at the Assignor's expense, such further assignments and assurances of the Leases as the Assignee shall reasonably require; and
- (e) it shall give prompt notice to the Assignee of any notice of default on the part of the Assignor with respect to the Leases which is received from any Tenant and shall provide the Assignee with complete copies of such notices.

9. **THE ASSIGNOR** further covenants and agrees that it will not without the prior written consent of the Assignee:

- (a) (i) cancel or take any action to cancel any Lease; (ii) accept the surrender of any Lease; (iii) alter or amend or consent to or permit the altering, or amending of any term or provision of any Lease so as to decrease the Tenant's financial obligations or increase the responsibility of the Landlord thereunder; (iv) consent to or permit the assigning or subleasing of any Lease except in circumstances where the Landlord's consent cannot be unreasonably withheld or where no consent is required; and
- (b) collect or attempt to collect or permit either the payment or the prepayment of rent for a period greater than one (1) month or in any manner and at any time other than that stipulated in the Leases.

Notwithstanding the provisions of sub-paragraphs (a) and (b) above, the Assignor shall not be required to obtain the Assignee's consent to any such action with respect to a lease for residential premises so long as the Assignor is acting reasonably as a prudent landlord of such premises within the area of the Property or areas which the Assignee, acting reasonably, determines are comparable.

10. **THE ASSIGNOR** agrees that any and all rights of the Assignee pursuant to this Assignment may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee. The Assignor further agrees that the Assignee is authorized (but is not obligated) in the name of the Assignor to take at any time any proceeding which in the opinion of the Assignee or its solicitors may be expedient or necessary for the purpose of enforcing any of the rights of the Assignor under the Leases and further to compromise or submit to arbitration any dispute which has arisen or may arise in respect of any Lease and any settlement arrived at shall be binding upon the Assignor. The Assignee is further authorized (but is not obligated) in the name and for the account of the Assignor to perform and observe any of the Landlord's obligations under the Leases, and without limiting the generality of the foregoing, any amount paid by the Assignee in respect thereof as well as any other expense incurred by the Assignee shall be added to the monies secured by the Mortgage and bear interest at the interest rate stipulated therein.

11. **THE TERM "Leases"** shall extend to and include (i) all present and future leases, agreements to lease, licences or other agreements in respect of each and every present and future tenancy, right of use or occupation of or license granted by the Assignor in respect of all or any part of the Property as they may be extended or renewed or replaced (ii) any amending agreement whether written or oral and (iii) any present and future guarantee of or indemnity with respect to a Tenant's Lease obligations whether included in a Lease or contained in a separate instrument.

12. **THE TERM "Tenants"** means and includes (i) the person, firm or corporation named as tenant or lessee in a Lease and (ii) any person, firm or corporation who has guaranteed (whether as a primary debtor, surety or otherwise) the performance and observance of a Tenant's covenants and other obligations pursuant to a Lease.

13. **THE TERM "Landlord"** means the Assignor, its successors and assigns and includes the person, firm or corporation named as landlord or lessor in a Lease.

14. **THE TERM "Rent"** shall extend to and include all monies that the Landlord is entitled to receive under the terms of the Leases including, without limitation, insurance proceeds, arbitration awards and the proceeds arising from any guarantee or other security held by the Assignor.

15. **THE RIGHTS**, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Mortgage or under any other security or at law.

16. **THE ASSIGNOR** acknowledges receiving a true copy of this Assignment.

17. **THIS ASSIGNMENT** shall be binding upon and enure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto and all words and phrases shall be taken to include the singular or plural or masculine, feminine or neuter gender as the circumstances shall require.

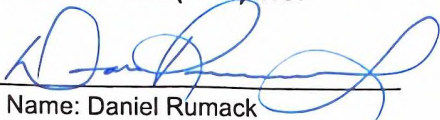
18. **IT IS UNDERSTOOD AND AGREED** that a full and complete release of the Mortgage shall operate as a full and complete release of all the Lender's rights and interest hereunder, and that after the said Mortgage has been fully released this instrument shall be void and of no further effect.

19. **THIS ASSIGNMENT** may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has hereunto caused this Assignment to be executed by its duly authorized officer under its corporate seal as of the date written above.

R & B PROPERTIES (2011) INC.

Per: 
Name: Daniel Rumack
Title: President

I have authority to bind the corporation.

SCHEDULE “A”
(Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO;
LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN
STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO

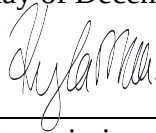
PIN: 21243-0007 (LT)

Registry Office: Land Titles Division of Toronto (No. 66)

This is **Exhibit “L”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

ASSIGNMENT OF MATERIAL CONTRACTS

THIS ASSIGNMENT made as of the 13th day of September, 2021.

BETWEEN:

R & B PROPERTIES (2011) INC.

(hereinafter called the “**Assignor**”)

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the “**Assignee**”)

WHEREAS:

- A. The Assignor owns certain lands and premises situate, lying and being in the City of Toronto, Province of Ontario, more particularly described in Schedule "A" annexed hereto and municipally known as 761 Queen Street West, Toronto, Ontario (the “**Property**”);
- B. The Assignor has charged and mortgaged the Property to the Assignee to secure the repayment of a loan in the principal sum of FIFTENN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00) and interest thereon at the interest rate therein expressed pursuant to a Charge/Mortgage given by the Assignor to the Assignee registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT5195577 and as amended by an Amending Agreement registered as Instrument No. AT5873590 (collectively, the “**Mortgage**”);
- C. The Assignor has agreed to execute and deliver this Assignment for the purpose of collaterally securing the performance and observance of the Assignor’s promise to pay and other obligations under the Mortgage.

WITNESSETH THEREFORE that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and adequacy whereof are hereby acknowledged), the parties agree as follows:

- 1. Subject to paragraph 2 below, the Assignor does hereby assign, transfer and set over unto the Assignee all material contracts entered into by or on behalf of the Assignor for the ownership, design, development, maintenance, servicing, operation and management of the Property including, without limitation, any cost sharing agreements, agreements of purchase and sale, construction contracts, development, servicing, site plan and other similar agreements with any governmental authority or public utility, management agreements, reciprocal easement or operating agreements and major service contracts of the Property (the “**Agreements**”) along with the full benefit of all powers and of all covenants and provisions contained therein and also the full power and authority to enforce the performance of the covenants and other matters and things contained in the Agreements (collectively, the “**Assignment**”).
- 2. If one or more of the Agreements is not assignable or requires the consent of the other contracting party, the Assignor shall use its reasonable commercial efforts to obtain the agreement or consent of the other contracting party to the assignment of such Agreement to the Assignee. In the event that the other

contracting party refuses to provide such agreement or consent, the Assignor shall stand possessed of the said Agreement in trust for the Assignee and shall execute all documents and carry out all actions as may be required by the Assignee.

3. The Assignor acknowledges that this Assignment is being executed and delivered as a continuing and additional security for the performance and observance of the Assignor's promise to pay and other obligations pursuant to the Mortgage and neither the execution and delivery of this Assignment nor anything done pursuant hereto shall in any way impair or diminish the obligations of the Assignor under the Agreements.
4. The Assignee shall not by virtue of this Assignment be deemed to be a trustee or mortgagee in possession of the Property and upon the payment of the principal sum, interest and other monies secured by the Mortgage, this Assignment shall terminate and the Assignee shall execute and deliver at the expense of the Assignor a reassignment of the Agreements to the Assignor.
5. Although it is the intention of the parties that this Assignment shall be a present assignment, effective immediately upon execution, it is expressly understood and agreed that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an event of default shall occur and is continuing under the terms and provisions of the Mortgage.
6. The Assignor covenants and agrees that:
 - (a) it shall at all times perform and observe all of the Assignor's obligations contained in the Agreements or imposed by law;
 - (b) it now has full power and absolute authority to assign its interest in the Agreements and all benefits and advantages to be derived from the Agreements to the Assignee according to the intention of this Assignment;
 - (c) it shall forthwith on demand enter into, execute and deliver to the Assignee, at the Assignor's expense, such further assignments and assurances of the Agreements as the Assignee shall reasonably require; and
 - (d) it shall give prompt notice to the Assignee of any notice of default on the part of the Assignor with respect to the Agreements.
7. In the event that there exists any default under the terms of the Mortgage, the Assignor further covenants and agrees that it will not without the prior written consent of the Assignee, which consent the Assignee may unreasonably withhold or delay, terminate the Agreements or surrender or modify any of its rights under the Agreements.
8. The Assignor agrees that, subject to the terms of Section 5 hereof, any and all rights of the Assignee pursuant to this Assignment may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee. The Assignor further agrees that, subject to the terms of Section 5 hereof, the Assignee is authorized (but is not obligated) in the name of the Assignor to take at any time any proceeding which in the opinion of the Assignee or its solicitors may be expedient or necessary for the purpose of enforcing any of the rights of the Assignor under the Agreements and further to compromise or submit to arbitration any dispute which has arisen or may arise in respect of the Agreements and any settlement arrived at shall be binding upon the Assignor. The Assignee is further authorized (but is not obligated), subject to the terms of Section 5 hereof, in the name and for the account of the Assignor to perform and observe any of the Assignor's obligations under the Agreements, and without limiting the generality of the foregoing, any amount paid by the Assignee in respect thereof as well as any other expense incurred by the Assignee shall be

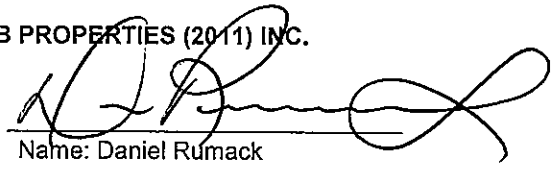
added to the monies secured by the Mortgage and bear interest at the interest rate stipulated therein.

9. The rights, remedies and security given to the Assignee hereunder are cumulative and are not in substitution for any rights, remedies or security to which the Assignee may be entitled, either under the Mortgage or under any other security or at law.
10. The Assignor acknowledges receiving a true copy of this Assignment.
11. This Assignment shall be binding upon and enure to the benefit of and shall be enforceable by the respective successors and assigns of the parties hereto and all words and phrases shall be taken to include the singular or plural or masculine, feminine or neuter gender as the circumstances shall require.
12. This Assignment shall be construed in accordance with the laws of the Province of Ontario.
13. This Assignment may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Assignor has executed this assignment on the day and year first written above.

R & B PROPERTIES (2011) INC.

Per: 

Name: Daniel Rumack

Title: President

I have authority to bind the corporation.

SCHEDULE “A”
(Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO;
LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN
STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Titles Division of Toronto (No. 66)

This is **Exhibit “M”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read "Kyla Morreau", is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

ASSIGNMENT OF INSURANCE

THIS ASSIGNMENT made as of the 1st day of October, 2021.

BETWEEN:

R & B PROPERTIES (2011) INC.
(hereinafter called the “**Assignor**”)

- and -

PORTAGE CAPITAL NOMINEE CORP.

(hereinafter called the “**Assignee**”)

WHEREAS:

- A. The Assignor owns certain lands and premises situate, lying and being in the City of Toronto, Province of Ontario, more particularly described in Schedule "A" annexed hereto and municipally known as 761 Queen Street West, Toronto, Ontario (the “**Property**”);
- B. The Assignor has charged and mortgaged the Property to the Assignee to secure the repayment of the principal sum of FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00) (the “**Loan**”) and interest thereon at the interest rate therein expressed pursuant to a Charge/Mortgage given by the Assignor to the Assignee registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT5195577, as assigned to the Assignee pursuant to a Transfer of Charge registered as Instrument No. AT5845288 and as amended by an Amending Agreement registered as Instrument No. AT5873590 (collectively, “**Mortgage**”);
- C. The Assignor has agreed to execute and deliver this Assignment for the purpose of collaterally securing the performance and observance of the Assignor’s promise to pay and other obligations under the Mortgage.

WITNESSETH THEREFORE that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) now paid by each of the parties to the other (the receipt and adequacy whereof are hereby acknowledged), the parties agree as follows:

- 1. The Assignor does hereby assign, transfer and set over unto the Assignee and grants a security interest in all present and future policies of insurance now or hereafter insuring the Property and the building, improvements, fixtures and personal property situate in, on or under the Property or arising out of or from its interest in the Property including, without limitation, policies of insurance for property damage, loss of rental income and business and interruptions, professional liability, general liability, fire and extended peril and boiler and machinery and builders all-risk insurance (hereafter collectively called the “**Policies**”) together with all right, title and interest in and to the Policies and also together with all proceeds and other amounts payable in respect of the Policies or at any time derived by the Policies or any part or parts thereof (such Policies and all right, title and interest thereto and all proceeds and other amounts in respect thereof or derived therefrom being hereinafter collectively the “**Collateral**”).
- 2. The Collateral shall be held by the Assignee as general and continuing security for the repayment of the Loan including, without limitation, all present or future, direct or indirect, absolute or contingent, matured or unmatured obligations or other indebtedness or liabilities of the Assignor to the Assignee.

3. The Assignor hereby irrevocably authorizes and directs the issuers from time to time of the Policies to pay to the Assignee or as the Assignee may in writing direct, all proceeds and other amounts payable under or pursuant to the Policies. Any such proceeds received by the Assignee may be appropriated by the Assignee from time to time on account of such part or parts of the indebtedness and liabilities owing by the Assignor to the Assignee as the Assignee may determine to be most advantageous to it. The Assignee is expressly authorized to collect, demand, sue for, enforce, recover and receive the proceeds of the Policies and to give valid and binding receipts and discharges therefore, as if the Assignee were the absolute owner thereof and without regard to the state of accounts between the Assignor and the Assignee.
4. The Assignee may collect, demand, sue for, enforce, recover, receive, realize, sell or otherwise deal with the Collateral or any part thereof in such manner and upon such terms and conditions and at such time or times after an Event of Default (as defined in the Mortgage) has occurred as may seem to it advisable and without notice to the Assignor.
5. Any proceeds or other amounts collected or received by the Assignor in respect of the Collateral shall be received as trustee for the Assignee and shall forthwith be paid to the Assignee.
6. The Assignee shall not be bound or accountable for any failure to collect, demand, sue for, enforce, recover, receive, realize, sell or obtain payment of the Collateral or any part thereof and the Assignee shall not be bound to institute proceedings for any such purpose or for the purpose of preserving any rights of the Assignee, the Assignor or any other person in respect thereof and the Assignee shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent or solicitor employed in the collection of realization thereof.
7. The Assignee may charge on its own behalf and also pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in connection with its doing anything authorized by this assignment or by law including, without limitation, collection, realizing or obtaining payment of the Collateral or any part thereof and the Assignee may add the amount of such expenses to the indebtedness owing by the Assignor to the Assignee.
8. The Assignor shall from time to time forthwith on the Assignee's request do, make and execute all such assignments, documents, acts, matters and things as may be required by the Assignee of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Assignor irrevocably constitutes and appoints the Assignee the true and lawful attorney of the Assignor with full power of substitution to do, make and execute all such assignments, documents, acts, matters and things with the right to use the name of the Assignor whenever and wherever it may deem necessary or expedient.
9. This Assignment shall be a continuing agreement in every respect and shall be binding upon the legal representatives, successors and assigns of the Assignor. No remedy for the enforcement of the rights of the Assignee hereunder shall be exclusive of or dependant on any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The Assignor and Assignee have not agreed to postpone the time for attachment of the security interest created or provided for by this assignment. If more than one person executes this assignment, their obligations hereunder shall be joint and several.
10. The Assignor shall pay all premiums and renewal premiums and other charges necessary to keep each of the policies in full force and effect and the Assignor shall provide evidence of such payment and of all renewals to the Assignee at least twenty-one (21) days prior to the expiry of the respective Policies. However,

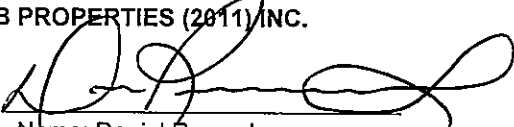
the Assignee may charge reasonable amounts for services rendered in so keeping the Policies in force and may add the amounts so paid or any of the charges so made to the indebtedness owing by the Assignor to the Assignee. The Assignor shall indemnify and save the Assignee harmless from and against any amounts so paid by the Assignee or any charges imposed by the Assignee under this assignment. Notwithstanding the foregoing, the Assignee shall not be obligated to utilize its own funds or to otherwise pay for any renewal of any one or more of the Policies or to pay any premiums or other charges that may be owing in respect of any of the Policies even if the failure to pay same may jeopardize the existence of any one or more of the Policies.

11. This Assignment shall extend to and bind and enure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
12. This Assignment shall be construed in accordance with the laws of the Province of Ontario.
13. This Assignment may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the Assignor has hereunto caused this Assignment to be executed by its duly authorized officer on the day and year first written above.

R & B PROPERTIES (2011) INC.

Per: 

Name: Daniel Rumack

Title: President

I have authority to bind the corporation.

SCHEDULE “A”
(Property)

Municipal Address: 761 Queen Street West, Toronto, Ontario

Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO;
LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN
STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO

PIN: 21243-0007 (LT)

Registry Office: Land Titles Division of Toronto (No. 66)

This is **Exhibit “N”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read "Kyla Morreau", is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Oncorp - Blake, Cassels & Graydon LLP -
Reference : nab
Docket : 000000000000000
Search ID : 1060952
Date Processed : 12/4/2025 2:22:08 PM
Report Type : PPSA Electronic Response
Search Conducted on : R & B PROPERTIES (2011) INC.
Search Type : Business Debtor

DISCLAIMER :

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

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 8 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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

00 FILE NUMBER : 753727743 EXPIRY DATE : 25JUL 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20190725 1139 9234 7454 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: R & B PROPERTIES (2011) INC.
 OCN :
 04 ADDRESS : 1867 YONGE STREET, SUITE 501
 CITY : TORONTO PROV: ON POSTAL CODE: M5S 1Y5
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 COMMUNITY TRUST COMPANY
 09 ADDRESS : 2325 SKYMARK AVENUE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 5A9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 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 LOCATED AT, ON, OR ABOUT THE LANDS AND PREMISES MUNICIPALLY KNOWN AS
 15 761 QUEEN STREET WEST, TORONTO, ONTARIO, OR USED OR ACQUIRED IN
 16 AGENT: CASSELS BROCK & BLACKWELL LLP (NJ/YR 53481-1/JO)
 17 ADDRESS : SUITE 2100, 40 KING STREET WEST
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 3C2

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

00 FILE NUMBER : 753727743 EXPIRY DATE : 25JUL 2026 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20190725 1139 9234 7454 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 CONNECTION WITH OR PRIMARILY RELATED TO THE BUSINESS OF THE DEBTOR
 14 CONDUCTED ON OR WITH RESPECT TO SUCH LANDS AND PREMISES. (LOAN NO.
 15 9100502)

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 2 MV SCHED: 20210902 1322 9234 8682

21 REFERENCE FILE NUMBER : 753727743

22 AMEND PAGE: NO PAGE: CHANGE: D ASSGNMT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: R & B PROPERTIES (2011) INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

COMMUNITY TRUST COMPANY

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

PORTAGE CAPITAL NOMINEE CORP.

09 ADDRESS : C/O PORTAGE CAPITAL CORPORATION, 25

CITY : TORONTO PROV : ON POSTAL CODE : M4R 0A1

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CASSELS BROCK & BLACKWELL LLP (53481-19/AS - LOAN NO.19-004)

17 ADDRESS : SUITE 2100, 40 KING STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5H 3C2

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 4 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 2 MV SCHED: 20210902 1322 9234 8682

21 REFERENCE FILE NUMBER : 753727743

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

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS : MONTGOMERY AVENUE, SUITE 202

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 :

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 5 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20210928 1452 1590 7137

21 REFERENCE FILE NUMBER : 753727743

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: R & B PROPERTIES (2011) INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

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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 : CASSELS BROCK & BLACKWELL LLP (KCALBERY #53481-31, LN 21-034)

17 ADDRESS : SUITE 2100, 40 KING STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5H 3C2

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 6 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 2 MV SCHED: 20210929 0950 9234 9012

21 REFERENCE FILE NUMBER : 753727743

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

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: R & B PROPERTIES (2011) INC.

25 OTHER CHANGE:

26 REASON: TO AMEND THE GENERAL COLLATERAL DESCRIPTION.

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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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13 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

14 LOCATED AT, ON, OR ABOUT THE LANDS AND PREMISES MUNICIPALLY KNOWN AS

15 761 QUEEN STREET WEST, TORONTO, ONTARIO, OR USED OR ACQUIRED IN

16 NAME : CASSELS BROCK & BLACKWELL LLP (KCALBERY #53481-31)

17 ADDRESS : SUITE 2100, 40 KING STREET WEST

CITY : TORONTO PROV : ON POSTAL CODE : M5H 3C2

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 7 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 2 MV SCHED: 20210929 0950 9234 9012

21 REFERENCE FILE NUMBER : 753727743

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

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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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13 CONNECTION WITH OR PRIMARILY RELATED TO THE BUSINESS OF THE DEBTOR

14 CONDUCTED ON OR WITH RESPECT TO SUCH LANDS AND PREMISES. (LOAN NO.

15 21-034)

16 NAME :

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: R & B PROPERTIES (2011) INC.

FILE CURRENCY: December 3, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 8 OF 8

SEARCH : BD : R & B PROPERTIES (2011) INC.

FILE NUMBER 753727743

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20241203 1450 1590 8516

21 REFERENCE FILE NUMBER : 753727743

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 1 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: R & B PROPERTIES (2011) INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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16 NAME : CASSELS BROCK & BLACKWELL LLP (053481-00001/HD)

17 ADDRESS : 3200-40 TEMPERANCE ST.

CITY : TORONTO PROV : ON POSTAL CODE : M5H 0B4

LAST SCREEN

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

This is **Exhibit “O”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is positioned above a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030

AMENDED AND RESTATED GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY is made as of the 1st day of October, 2021.

WHEREAS, the undersigned, DANIEL RUMACK (hereinafter referred to as the “**Guarantor**”) has agreed to provide PORTAGE CAPITAL NOMINEE CORP. (hereinafter referred to as the “**Lender**”) with a guarantee of the Obligations (as hereinafter defined) of R & B PROPERTIES (2011) INC. (hereinafter referred to as the “**Borrower**”);

WHEREAS pursuant to the terms and conditions of a commitment letter between the Borrower, Guarantor and Portage Capital Corporation for the Lender dated April 13, 2021, as amended, modified, extended or renewed from time to time (the “**Commitment Letter**”), the Borrower has agreed to make a loan in the sum of up to \$15,400,000.00 (the “**First Advance**”) to the Borrower secured by, *inter alia*, a mortgage/charge of land (the “**Original Charge**”) with respect to the lands municipally known as 761 Queen Street West, Toronto, in the Province of Ontario (the “**Property**”);

AND WHEREAS pursuant to the Commitment (defined below) the Lender agreed to advance an additional sum of \$100,000.00 (the “**Additional Advance**”, and together with the First Advance, the “**Loan**”);

AND WHEREAS pursuant to the Commitment Letter, the parties hereto agreed to amend the Original Charge to include, among other things, the Additional Advance and to register an agreement amending charge secured by, *inter alia*, the Original Charge and agreement amending charge collectively referred to as the “**Mortgage**” with respect to the Property;

AND WHEREAS pursuant to the Commitment Letter, the parties have agreed to amend and restate the terms of the Original Guarantee in order to provide a guarantee for the full amount of the loan, being \$15,500,000.00 and the Guarantor has agreed to provide an amended and restated guarantee on the terms and subject to the conditions hereinafter set out.

AND WHEREAS the Guarantor has agreed that if the guarantee is not enforceable, the Guarantor will indemnify the Lender;

NOW THEREFORE THIS GUARANTEE AND INDEMNITY WITNESSES that in consideration of the covenants and agreements contained herein, the sum of \$10.00 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 I. GUARANTEE AND INDEMNITY

Section 1.01 Guarantee. The Guarantor unconditionally, irrevocably, jointly and severally 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 arising under or in connection with, and the performance of obligations pursuant to the terms of (a) the commitment letter dated August 10, 2021, as amended in writing from time to time, issued by Portage Capital Corporation as assigned to the Lender and accepted by the Borrower and Guarantor (the "**Commitment**") for a loan to the Borrower in the principal amount of \$15,500,000.00 (the "**Loan**") and (b) all security for the Loan, including without limitation the Mortgage of the lands and premises known municipally 761 Queen Street West, Toronto, Ontario registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) in favour of the Lender (hereinafter referred to as the "**Obligations**").

Section 1.02 Indemnity. If any or all of the Obligations are not duly paid or performed by the Borrower from time to time, the Guarantor will, as a separate and distinct obligation from the obligations in Section 1.01, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to pay or perform such Obligations.

Section 1.03 Obligations Absolute. The liability of the Guarantor in this Guarantee and Indemnity 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, the 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, officers, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in its obligations to the Lender;
- (e) the dissolution of the Borrower; or
- (f) 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.

Section 1.04 Indemnity. Notwithstanding any other terms, covenants, liabilities and obligations set forth in this Guarantee and Indemnity, the Guarantor agrees to indemnify the Lender, on a joint and several basis as between the Borrower and each other, from all claims, liabilities, obligations, demands, losses, damages, costs and expenses (collectively the "**Claims and Expenses**") incurred by the Lender arising from:

- (a) environmental contamination of the Property or any non-compliance with environmental laws or regulations or non-compliance with any provisions of the environmental provisions contained in the Security;
- (b) any misapplication of rents, cash flow, security deposits and insurance proceeds from or pertaining to the Property or pursuant to the collateral security;
- (c) any fraud or material misrepresentation that the Borrower has made in connection with the Loan, wilful neglect by the Borrower of its obligations under the Security or any intentional misconduct by the Borrower relating to the Property and the Security;
- (d) any claims, actions or proceedings brought forward by any third party in connection with the Property;
- (e) failure on the Borrower's part, or its agents, to adequately maintain, and insure the Property, its structures and mechanical systems; and/or
- (f) any claims, actions or proceeding brought forward by a third party in connection with the *Wage Earner Protection Program Act* and corresponding amendments to the *Bankruptcy and Insolvency Act and the Companies' Creditors Arrangement Act* pursuant to Bill C-55 (2005) and Bill C-12 (2007), as amended.

If during the term of the Loan, the Lender has become a mortgagee in possession or has been deemed an owner of the Property, the environmental indemnity set out in 1.04(a) above shall survive repayment of the Loan and shall continue in full force and effect. Subject to the foregoing sentence, the indemnities set out in Sections 1.04(a), (b), (c), (d) and (e) shall survive repayment of the Loan and shall continue in full force and effect only with respect to those Claims and Expenses existing at, or related to, the period of time prior to repayment of the Loan.

ARTICLE II. DEALINGS WITH BORROWER AND OTHERS

Section 2.01 No Release. The liability of the Guarantor in this Guarantee and Indemnity 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 therefore 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, without obtaining the consent of or giving notice to the Guarantor, the Lender may:

- (a) discontinue, reduce, increase or otherwise vary the terms of the Loan to 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 or the failure on the part of the Borrower to carry 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.

Section 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 or performance from the Guarantor.

Section 2.03 Renewals and Amendments. This Guarantee and Indemnity shall remain in full force and effect and shall apply to any and all renewals and extensions of the term of the Mortgage and to any amendment of the Mortgage whether made by the Borrower or any subsequent owner of the Property and whether or not the parties comprising the Guarantor or any other guarantor shall approve of or consent to any such renewal or extension or amendment and whether or not the parties comprising the Guarantor or any other guarantor shall have been notified of any such renewal or extension or amendment; and this Guarantee and Indemnity shall apply to the Mortgage terms and conditions as renewed or extended or amended (including without limitation any increase or decrease in the rate of interest or in the amount of the monies secured by the Mortgage) whether or not the parties comprising the Guarantor have received notice of or consented to those terms and conditions.

Section 2.04 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.

Section 2.05 No Set-off. In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that either the Guarantor or the Borrower may have against the Lender.

ARTICLE III. DEMAND

Section 3.01 Demand. At any time that the Lender is entitled to enforce its security in accordance with the provisions of the Mortgage, the Lender shall be entitled to make demand upon the Guarantor for payment and performance of all Obligations.

Section 3.02 Interest. The Guarantor will pay interest to the Lender at the Interest Rate stipulated in the Mortgage on the unpaid portion of all amounts payable by the Guarantor under this Guarantee and Indemnity, such interest to accrue from and including the date of demand by the Lender on the Guarantor.

ARTICLE IV. ASSIGNMENT, POSTPONEMENT AND SUBROGATION

Section 4.01 Assignment and Postponement. All debts and liabilities, present and future, of the Borrower to the Guarantor are assigned to the Lender and postponed to the Obligations. Following an event of default under the Mortgage, all money received thereafter by the Guarantor from the Borrower shall 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 Indemnity and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee and Indemnity has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

Section 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 Indemnity 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 therefore resulting from such performance or payment by the Guarantor.

ARTICLE V. GENERAL

Section 5.01 Financial Statements. The Guarantor agrees that it will provide to the Lender, no later than 90 days after the Guarantor's financial year end, financial statements for the Guarantor prepared by a recognized chartered accountant in accordance with generally accepted accounting principles.

Section 5.02 Binding Effect of the Guarantee and Indemnity. This Guarantee and Indemnity 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.

Section 5.03 Joint and Several Obligations. Each of the Persons executing and delivering this Guarantee and Indemnity to the Lender shall be jointly and severally liable to the Lender for the obligations of the Guarantor contained in this document.

Section 5.04 Entire Agreement. This Guarantee and Indemnity 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 in this document. The Lender will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee and Indemnity by the Lender will be conclusive evidence against the Guarantor that the Guarantee and Indemnity 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 and Indemnity will be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

Section 5.05 Amendments and Waivers. No amendment to this Guarantee and Indemnity 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 and Indemnity 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.

Section 5.06 Severability. If any provision of this Guarantee and Indemnity 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.

Section 5.07 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 delivery or by facsimile or email, addressed to the recipient as follows:

To the Guarantor:

1867 Yonge Street
Suite 501
Toronto, ON M1S 1Y5

Attention: Daniel Rumack
Email: _____

To the Lender:

Portage Capital Corporation
25 Montgomery Avenue, Suite 202
Toronto, Ontario
M4R 0A1

Attention: Mortgage Administration — Loan No. 21-034
Email.: servicing@portagecapital.ca

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 Mortgage) or on the next Business Day if given by facsimile on a day that is not a Business Day.

Section 5.08 Discharge. The Guarantor will not be discharged from any of its obligations pursuant to this Guarantee and Indemnity save only full payment of the obligations herein secured and full performance and observance of all covenants, terms and obligations pursuant to this Guarantee and Indemnity and all loan security documents related thereto shall release the Guarantor from all obligations hereunder.

Section 5.09 Further Assurances. The Guarantor shall promptly do, acknowledge, execute and deliver (or, as the case may be, cause to be done, acknowledged, executed or delivered) to the Lender at the Guarantor's expense such further and additional acts, documents and instruments and other assurances as the Lender may from time to time require for the purpose of giving effect to and implementing the covenants, agreements, undertakings and obligations of the Guarantor set forth herein.

Section 5.10 Governing Law. This Guarantee and Indemnity will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

Section 5.11 Headings. The division of this Guarantee and Indemnity 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 and Indemnity. The terms, "hereof", "hereunder", and similar expressions refer to this Guarantee and Indemnity 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 in this document to Articles and Sections are to Articles and Sections of this Guarantee and Indemnity.

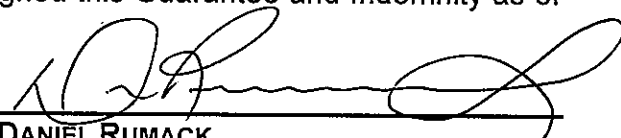
Section 5.12 Extended Meanings. In this Guarantee and Indemnity words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Section 5.13 Executed Copy. The Guarantor acknowledges receipt of a fully executed copy of this Guarantee and Indemnity together with the Commitment and the Mortgage.

Section 5.14 Counterparts. This Guarantee and Indemnity may be executed in counterparts and by PDF or other form of electronic transmission reproducing an original, each of which will be deemed to be an original and which together will constitute one and the same instrument.

[Signing Page Follows]

IN WITNESS WHEREOF the Guarantor has signed this Guarantee and Indemnity as of the date first written above.

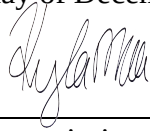


DANIEL RUMACK

This is **Exhibit “P”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in black ink, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

207

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:
Statement Showing Taxes as at: November 06, 2025

DESCRIPTION OF PROPERTY		
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120		
TAX SUMMARY		
2025	Taxes	248,912.62

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2025	Real Estate 2025	248,912.62	18,319.81	0.00	267,232.43	
2025	WATER-250317	1,250.76	78.15	50.35	1,379.26	
2024	Real Estate 2024	221,477.50	2,768.47	0.00	224,245.97	
2024	Fire FEB 2024	1,126.80	295.89	62.43	1,485.12	
Total:		472,767.68	21,462.32	112.78	494,342.78	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
	0.00		
Total:	0.00		

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CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

208

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:
Statement Showing Taxes as at: November 06, 2025

DESCRIPTION OF PROPERTY		
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120		
TAX SUMMARY		
2025	Taxes	248,912.62

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the *Municipal Tax Sales Act, 1990* or the *Municipal Act, 2001*, S.O. 2001, C.25, as amended and the *City of Toronto Act 2006* S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN
PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 88.13 for each separate parcel

John Longarini
Director

Important Notes:

1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes. The most common are Water Services and Current Weedcutting. For further information you should contact Collections (416) 395-0174 for Water arrears; (416) 338-0338 for work orders arrears; and Sewer Impost Charges: (416) 392-7619. For Building and Inspection Charges please call (416) 338-0338. For Fire Charges, please call Fire Services at (416) 338-5625.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the *Assessment Act*, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001*.S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11, Section 40 of the *Assessment Act*,R.S.O. as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-296-6722 to determine potential changes in assessment.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification. Additional information may be obtained by calling (416) 395-6788.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended or Section 322 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended or Section 282 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.
8. This certificate may not include any Vacant Home Tax amount that is owing and which has not yet been added to the Collector's Roll at the date of this certification. Additional information may be obtained by calling 311 within Toronto or 416-392-CITY (2489) outside City limits.



CHANGE OF OWNERSHIP NOTICE

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Cut Here
RCS-G16

Issued to:
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:

DESCRIPTION OF PROPERTY
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120
MESSAGES

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

TAXCER003A

Signature

This is **Exhibit “Q”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is positioned above a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

210

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Blake, Cassels & Graydon LLP
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:
Statement Showing Taxes as at: December 08, 2025

DESCRIPTION OF PROPERTY		
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120		
TAX SUMMARY		
2025	Taxes	248,912.62

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2025	Real Estate 2025	248,912.62	21,431.22	0.00	270,343.84	
2025	WATER-250317	1,250.76	93.78	50.35	1,394.89	
2024	Real Estate 2024	177,067.87	0.00	0.00	177,067.87	
2024	Fire FEB 2024	1,126.80	309.98	62.43	1,499.21	
	Total:	428,358.05	21,834.98	112.78	450,305.81	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
	0.00		
Total:	0.00		

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CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Blake, Cassels & Graydon LLP
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:

DESCRIPTION OF PROPERTY

765 QUEEN ST W
PCL 2-1 SEC AD 120; LOT 2 TO
4 PL D120

MESSAGES

CHANGES

Owner(s)

Surname

Given Name

Surname

Given Name

Surname

Given Name

Mailing Address

Postal Code

Property Address

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Page 2 of 2
211
Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Issued to:
Blake, Cassels & Graydon LLP
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:
Statement Showing Taxes as at: December 08, 2025

DESCRIPTION OF PROPERTY		
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120		
TAX SUMMARY		
2025	Taxes	248,912.62

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PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 88.13 for each separate parcel

John Longarini
Director

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3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the *Assessment Act*, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001*.S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11, Section 40 of the *Assessment Act*,R.S.O. as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-296-6722 to determine potential changes in assessment.
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CHANGE OF OWNERSHIP NOTICE

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-04-1-620-03200-0000-0 6

Cut Here
RCS-G16

Issued to:
Blake, Cassels & Graydon LLP
Ngina Treffry
199 Bay Street, Suite 4000
Toronto ON M5L 1A

Your Ref. No.:

DESCRIPTION OF PROPERTY
765 QUEEN ST W PCL 2-1 SEC AD 120; LOT 2 TO 4 PL D120
MESSAGES

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

TAXCER003A

Signature

This is **Exhibit “R”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

Chris Burr

Partner

Dir: 416-863-3261

chris.burr@blakes.com

October 21, 2025

VIA E-MAIL & COURIER

Reference: 99997/99993

R&B Properties (2011) Inc.

1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

RE: Indebtedness of R&B Properties (2011) Inc.

RE: Demand for Immediate Repayment

Reference is made to the commitment letter dated as of August 10, 2021 among R&B Properties (2011) Inc. (the **"Borrower"**), as borrower, Portage Capital Corporation (on behalf of Portage Capital Nominee Corp. (the **"Lender"**)), as lender (as may be amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the **"Commitment Letter"**). Capitalized terms used in this letter and not otherwise defined have the meanings set forth in the Commitment Letter.

The Loan advanced under the Commitment Letter is secured by a comprehensive suite of security, including without limitation:

- (a) a first mortgage in respect of the premises municipally known as 761 Queen Street West, Toronto, Ontario (the **"Property"**) registered in the Land Registry Office at Toronto, Ontario (the **"LRO"**) as Instrument No. AT5195577 on July 26, 2019, as transferred to the Lender by Community Trust Company pursuant to Instrument No. AT5845288 on August 31, 2021, and as amended by Instrument No. AT5873590 on October 1, 2021 (collectively, the **"Mortgage"**);
- (b) an assignment of rents registered in the LRO as Instrument No. AT5873591 on October 1, 2021 (the **"AoR"**);
- (c) a general security agreement dated July 26, 2019, as assigned to the Lender by Community Trust Company on or about August 31, 2021 (the **"GSA"**);
- (d) an assignment of insurance dated October 1, 2021 (the **"Aol"**); and
- (e) an assignment of material contracts dated September 13, 2021 (the **"AoMC"**).

The Mortgage, AoR, GSA, Aol and AoMC are referred to collectively herein as the **"Security Documents"**.

1401-7159-9129.3



The Borrower's obligations under the Commitment Letter are guaranteed by Daniel Rumack (the "**Guarantor**") pursuant to an amended and restated guarantee and indemnity dated as of October 1, 2021 (the "**Guarantee**"), and both the Borrower and the Guarantor have provided the Lender with an indemnity, dated October 1, 2021, indemnifying the Lender against certain losses that may arise in relation to the Commitment Letter or the Mortgage (the "**Indemnity**").

On or about November 2, 2023, the Lender delivered a notice of default and demand letter (the "**Notice of Default**") to the Borrower, notifying the Borrower that it was in default of the Mortgage as a result of its failure to repay the Loan outstanding under the Commitment Letter on its due date of October 1, 2023 (the "**Payment Default**"). The Notice of Default required that the full amount of the Loan be paid on or before November 6, 2023. A copy of the Notice of Default is attached hereto as Schedule "A".

The Loan was not repaid on or before November 6, 2023. On November 20, 2023, the Borrower, the Lender and the Guarantor entered in to a forbearance agreement (the "**Original Forbearance Agreement**"), pursuant to which the Lender agreed, among other things, to forbear from exercising rights and remedies against the Borrower or the Guarantor in respect of the Payment Default until the earlier of (i) June 30, 2024, and (ii) the occurrence of a Forbearance Default (as defined in the Original Forbearance Agreement) (the "**Initial Forbearance Period**"). The Initial Forbearance Period was subsequently extended by a series of agreements of the Lender, pursuant to letter agreements dated July 10, 2024, November 7, 2024 and May 1, 2025 (together with the Original Forbearance Agreement, collectively, the "**Forbearance Agreement**"), resulting in a cumulative forbearance period that ended on October 1, 2025 (the "**Final Forbearance Period**").

In addition to the Payment Default, the Borrower has committed a number of defaults under the Forbearance Agreement, including without limitation:

- (a) failure to pay the Loan in full on or before the end of the Final Forbearance Period;
- (b) failure to pay Interest to the Lender on September 1, 2025 and October 1, 2025;
- (c) failure to pay arrears on municipal property taxes in accordance with s. 3.01(f) of the Forbearance Agreement (among other documents); and
- (d) failure to pay the Forbearance Fee (as defined in the Forbearance Agreement) on October 1, 2025.

The foregoing defaults in (a) – (d) are referred to as the "**Forbearance Defaults**" and together with the Payment Default, the "**Specified Events of Default**". The list of Specified Events of Default is not exhaustive, and the Lender reserves the right to allege additional defaults or events of default at any time.

The Lender is not willing to continue to forbear. The Final Forbearance Period has ended, and the Specified Events of Default remain uncured and outstanding.



As a result, the Lender hereby demands the immediate repayment of the indebtedness and obligations due to the Lender under the Commitment Letter, in the amount of \$15,963,651.04 as of October 31, 2025,¹ together with all fees and recoverable expenses and interest which will continue to accrue at the rate of 8% after October 31, 2025, until the effective date of repayment and the fees, including professional fees, incurred by the Lender (collectively, the **"Secured Indebtedness"**). The Secured Indebtedness is broken down in Schedule "B" hereof.

In connection with the demand set out above, we are enclosing a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act*, dated as of the date hereof (the **"244 Notice"**), as Schedule "C" hereof. Also enclosed in Schedule "C" is a waiver of the notice period prescribed by the 244 Notice, which the Lender requests that you immediately execute and return to the undersigned.

If the Secured Indebtedness is not repaid on or before **5pm (Toronto Time) on October 31, 2025**, the Lender has instructed us to commence and continue enforcements steps against the Borrower, without further notice, including bringing an application before the Ontario Superior Court of Justice for the appointment of a receiver. In this regard, we note that the Security Documents and the Forbearance Agreement specifically entitle the Lender to seek the appointment of a receiver.

The Guarantor is copied on this letter.

The Lender reserves all rights and remedies in respect of the Commitment Letter, the Security Documents, the Forbearance Agreement, the Guarantee, the Indemnity, the Secured Indebtedness, the Specified Events of Default, and all other defaults or events of default that have occurred, or may occur, under the Commitment Letter and the Security Documents.

Yours truly,



Chris Burr

Cc: A. Jones, *Portage*
D. Rumack, *Guarantor*
P. DuVernet, *Glaholt*

¹ If the Borrower wishes to pay the Secured Indebtedness prior to October 31, 2025, please advise the undersigned of the desired repayment date and a revised payout schedule will be provided.

1401-7159-9129.3

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Schedule A

Notice of Default



November 2, 2023

by e-mail

jfreeman@cassels.com
tel 416-860-2927
file # 53481-31

R & B Properties (2011) Inc.
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

Attention: Daniel Rumack

Dear Sirs / Mesdames:

Re: Portage Capital Nominee Corp. (the "**Lender**") first mortgage loan (the "**Loan**") to R & B Properties (2011) Inc. (the "**Borrower**") on the security of property municipally known as 765 Queen Street West, Toronto, ON (the "**Property**") and as guaranteed by Daniel Rumack (the "**Guarantor**")

Loan No. 21-034

As you know, we represent the Lender in connection with the above-noted matter.

The Lender has advised us that the Borrower has not repaid the Loan which matured on October 1, 2023.

The purpose of this letter is to provide you with notice that the Borrower is in default of its obligations under Subsections 3.1(b) and 6.1(a) of the mortgage/charge granted by the Borrower in favour of the Lender registered as Instrument No. AT5195577, as assigned and amended from time to time (collectively, the "**Charge**").

The Lender has not and will not waive its rights arising from the aforesaid default or any default that may have occurred prior to or which may occur following the date of this letter and which are or are not currently known to the Lender.

The Lender requires the Borrower to repay the Loan, including all interest costs and expenses associated therewith on or before 5:00 pm on November 6, 2023. Should you fail to do so,

t: 416 869 5300
f: 416 360 8877
cassels.com

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza, 40 King Street West
Toronto, ON M5H 3C2 Canada

the Lender intends to enforce its security, including by way of receivership, power of sale or foreclosure proceeding or otherwise.

Not taking steps to immediately enforce the Lender's rights or remedies shall not constitute an agreement by the Lender to waive or forebear in enforcing such rights and remedies. The Lender expressly reserves its rights to exercise at any time any and all rights and remedies available to it by reason of any existing or subsequent breach, default or event of default under the Charge or other loan security in favour of the Lender.

We look forward to your immediate response to this letter.

Yours truly,

Cassels Brock & Blackwell LLP

A handwritten signature in blue ink, appearing to read 'Jonathan Freeman', with a long horizontal flourish extending to the right.

Jonathan Freeman Professional Corporation
Partner

JF/

Cc: Andrew Jones, Portage Capital Corporation
Paul Jones, Portage Capital Corporation
Jeremy Mandell, Kadish Law



Schedule B

Secured Indebtedness

Statement Due Date	October 31, 2025
Date of Last Payment	August 1, 2025
Outstanding Principal Balanced as at October 1, 2025	\$15,260,000.00
Accrued Interest from October 1 to October 31 (inclusive)	\$103,684.38
Past Due Payment: September 1, 2025	\$101,733.33
Past Due Payment: October 1, 2025	\$101,733.33
Forbearance Fee	\$390,000.00
Prepayment Interest	\$0.00
Administration Fee	\$500.00
Legal Fee (Includes HST and Disbursement)	\$6,000.00
Net Amount Required for Discharge on October 27, 2025	\$15,963,651.04

Blakes

Schedule C

Notice of Intention to Enforce Security

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **R&B Properties (2011) Inc.**
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5
Attention: Daniel Rumack

Take notice that:

1. Portage Capital Nominee Corp. (the “**Lender**”), a secured creditor, intends to enforce its security on R&B Properties (2011) Inc.’s (the “**Debtor**”) property described in Schedule “A” hereto.

2. The security that is to be enforced is:

- (a) a mortgage in respect of the premises municipally known as 761 Queen Street West, Toronto, Ontario (the “**Property**”) registered in the Land Registry Office at Toronto, Ontario (the “**LRO**”) as Instrument No. AT5195577 on July 26, 2019, as transferred to the Lender pursuant to Instrument No. AT5845288 on August 31, 2021, and as amended by Instrument No. AT5873590 on October 1, 2021 (collectively, the “**Mortgage**”);
- (b) an assignment of rents registered in the LRO as Instrument No. AT5873591 on October 1, 2021 (the “**AoR**”);
- (c) a general security agreement dated July 26, 2019, as assigned to the Lender (the “**GSA**”);
- (d) an assignment of insurance dated October 1, 2021 (the “**AoI**”); and
- (e) an assignment of material contracts dated September 13, 2021 (the “**AoMC**”)

(collectively, the “**Security**”).

3. The total amount of indebtedness secured by the Security is \$15,963,651.04 as of October 31, 2025,¹ together with (a) all expenses and costs of the Lender recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs,

¹ If the Debtor wishes to pay the indebtedness prior to October 31, 2025, please advise the undersigned of the desired repayment date and a revised payout schedule will be provided.

- 2 -

charges and other amounts recoverable under the Security, in each case as may accrue after October 31, 2025.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of October, 2025.

**PORTAGE CAPITAL NOMINEE CORP.,
by its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: 

Name: Chris Burr

Title: Partner

SCHEDULE “A”**COLLATERAL:**

(a)	Mortgage	Municipal Address: 761 Queen Street West, Toronto, ON PIN: 21243-0007 (LT) Legal Description: PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120 TORONTO; TORONTO, CITY OF TORONTO
(b)	AoR	(a) All present and future monies that the Debtor is entitled to receive under the terms of the Leases including, without limitation, insurance proceeds, arbitration awards and the proceeds arising from any guarantee or other security held by the Debtor, in each case reserved or payable under the Leases; (b) The Leases and all benefits and advantages to be derived by the Debtor from the Leases to the Lender as security for the payment of the principal sum, interest and other monies payable by the Debtor to the Lender pursuant to the Mortgage. “Leases” shall extend to and include (i) all present and future leases, agreements to lease, licences and other agreements in respect of each and every present and future tenancy, right of use or occupation of or licence granted by the Debtor in respect of all or any part of the property municipally known as 761 Queen Street West, Toronto, Ontario (the “Property”) as they may be extended or renewed or replaced, (ii) any amending agreement whether written or oral and (iii) any present and future guarantee of or indemnity with respect to a tenant’s lease obligations whether included in a Lease or contained in a separate instrument.
(c)	GSA	All of the personal property and undertaking of the Debtor and in all goods (including all parts, accessories, attachments, special tools, additional and accessions thereto), chattel paper, documents of title (whether negotiable or not), instruments, intangibles, investment property and securities now owned or hereafter owned or acquired by or on behalf of Debtor or in which Debtor has any interest whatsoever (including such as may be returned to or repossessed by Debtor) relating only to, located upon or used only in connection with the real property municipally known as 761 Queen Street West, Toronto, Ontario, and all proceeds and

- 2 -

		renewals thereof, accretions thereto and substitutions therefor.
(d)	AoI	All present and future policies of insurance now or hereafter insuring the property municipally known as 761 Queen Street West, Toronto, Ontario (the “ Property ”) and the building, improvements, fixtures and personal property situate in, on or under the Property or arising out of or from the Debtor’s interest in the Property including, without limitation, policies of insurance for property damage, loss of rental income and business and interruptions, professional liability, general liability, fire and extended peril and boiler and machinery and builders all-risk insurance, and the proceeds thereof.
(e)	AoMC	All material contracts entered into by or on behalf of the Debtor for the ownership, design, development, maintenance, servicing, operation and management of the property municipally known as 761 Queen Street West, Toronto, Ontario (the “ Property ”), including, without limitation, any cost sharing agreements, agreements of purchase and sale, construction contracts, development, servicing, site plan and other similar agreements with any governmental authority or public utility, management agreements, reciprocal easement or operating agreements and major service contracts of the Property.

- 3 -

WAIVER AND CONSENT**TO: PORTAGE CAPITAL NOMINEE CORP. (the “Lender”)**

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Lender to the undersigned debtor (the “**Debtor**”), dated October 21, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of October, 2025.

R & B PROPERTIES (2011) INC.

Per: _____
Name:
Title:



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

Chris Burr

Partner

Dir: 416-863-3261

chris.burr@blakes.com

October 21, 2025

VIA E-MAIL & COURIER

Reference: 99997/99993

Daniel Rumack
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

RE: Guaranteed Indebtedness of R&B Properties (2011) Inc.

RE: Demand for Immediate Payment

Reference is made to the commitment letter dated as of August 10, 2021 among R&B Properties (2011) Inc. (the "**Borrower**"), as borrower, Portage Capital Corporation (on behalf of Portage Capital Nominee Corp. (the "**Lender**")), as lender (as may be amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Commitment Letter**"). Capitalized terms used in this letter and not otherwise defined have the meanings set forth in the Commitment Letter.

The Borrower's obligations under the Commitment Letter are guaranteed by Daniel Rumack (the "**Guarantor**") pursuant to an amended and restated guarantee and indemnity dated as of October 1, 2021 (the "**Guarantee**"), and both the Borrower and the Guarantor have provided the Lender with an indemnity, dated October 1, 2021, indemnifying the Lender against certain losses that may arise in relation to the Commitment Letter or the Mortgage (the "**Indemnity**").

The Guarantor's obligations under the Guarantee are secured by, inter alia, an assignment, postponement and subrogation of indebtedness owing by the Borrower to the Guarantor, as set out in Article 4 of the Guarantee.

On or about November 2, 2023, the Lender delivered a notice of default and demand letter (the "**Notice of Default**") to the Borrower, notifying the Borrower that it was in default of the Mortgage as a result of its failure to repay the Loan outstanding under the Commitment Letter on its due date of October 1, 2023 (the "**Payment Default**"). The Notice of Default required that the full amount of the Loan be paid on or before November 6, 2023.

The Loan was not repaid on or before November 6, 2023. On November 20, 2023, the Borrower, the Lender and the Guarantor entered in to a forbearance agreement (the "**Original Forbearance Agreement**"), pursuant to which the Lender agreed, among other things, to forbear from exercising rights and remedies against the Borrower or the Guarantor in respect of the Payment Default until the earlier of (i) June 30, 2024, and (ii) the occurrence of a Forbearance Default (as defined in the Original

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Forbearance Agreement) (the “**Initial Forbearance Period**”). The Initial Forbearance Period was subsequently extended by a series of agreements of the Lender, pursuant to letter agreements dated July 10, 2024, November 7, 2024 and May 1, 2025 (together with the Original Forbearance Agreement, collectively, the “**Forbearance Agreement**”), resulting in a cumulative forbearance period that ended on October 1, 2025 (the “**Final Forbearance Period**”).

In addition to the Payment Default, the Borrower has committed a number of defaults under the Forbearance Agreement, including without limitation:

- (a) failure to pay the Loan in full on or before the end of the Final Forbearance Period;
- (b) failure to pay Interest to the Lender on September 1, 2025 and October 1, 2025;
- (c) failure to pay arrears on municipal property taxes in accordance with s. 3.01(f) of the Forbearance Agreement (among other documents); and
- (d) failure to pay the Forbearance Fee (as defined in the Forbearance Agreement) on October 1, 2025.

The foregoing defaults in (a) – (d) are referred to as the “**Forbearance Defaults**” and together with the Payment Default, the “**Specified Events of Default**”. The list of Specified Events of Default is not exhaustive, and the Lender reserves the right to allege additional defaults or events of default at any time.

The Lender is not willing to continue to forbear. The Final Forbearance Period has ended, and the Specified Events of Default remain uncured and outstanding.

As a result, the Lender hereby demands the immediate repayment of the indebtedness and obligations due to the Lender under the Guarantee, in the amount of \$15,963,651.04 as of October 31, 2025,¹ together with all fees and recoverable expenses and interest which will continue to accrue at the rate of 8% after October 31, 2025, until the effective date of repayment and the fees, including professional fees, incurred by the Lender (collectively, the “**Guaranteed Indebtedness**”). The Guaranteed Indebtedness is broken down in Schedule “A” hereof.

In connection with the demand set out above, we are enclosing a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act*, dated as of the date hereof (the “**244 Notice**”), as Schedule “B” hereof. Also enclosed in Schedule “B” is a waiver of the notice period prescribed by the 244 Notice, which the Lender requests that you immediately execute and return to the undersigned.

¹ If the Guarantor wishes to pay the Secured Indebtedness prior to October 31, 2025, please advise the undersigned of the desired repayment date and a revised payout schedule will be provided.

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The logo for the law firm Blakes, written in a stylized, cursive script.

If the Guaranteed Indebtedness is not repaid on or before **5pm (Toronto Time) on October 31, 2025**, the Lender has instructed us to commence and continue enforcements steps against the Guarantor, without further notice.

The Borrower is copied on this letter.

The Lender reserves all rights and remedies in respect of the Commitment Letter, the Security Documents, the Forbearance Agreement, the Guarantee, the Indemnity, the Guaranteed Indebtedness, the Specified Events of Default, and all other defaults or events of default that have occurred, or may occur, under the Commitment Letter and the Security Documents.

Yours truly,

A handwritten signature in blue ink, appearing to read "Chris Burr".

Chris Burr

Cc: A. Jones, *Portage*
D. Rumack, *Borrower*
P. DuVernet, *Glaholt*



Schedule A

Guaranteed Indebtedness

Statement Due Date	October 31, 2025
Date of Last Payment	August 1, 2025
Outstanding Principal Balanced as at October 1, 2025	\$15,260,000.00
Accrued Interest from October 1 to October 31 (inclusive)	\$103,684.38
Past Due Payment: September 1, 2025	\$101,733.33
Past Due Payment: October 1, 2025	\$101,733.33
Forbearance Fee	\$390,000.00
Prepayment Interest	\$0.00
Administration Fee	\$500.00
Legal Fee (Includes HST and Disbursement)	\$6,000.00
Net Amount Required for Discharge on October 27, 2025	\$15,963,651.04

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Schedule B

Notice of Intention to Enforce Security

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NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **Daniel Rumack**
1867 Yonge Street
Suite 201
Toronto, ON M1S 1Y5

Take notice that:

1. Portage Capital Nominee Corp. (the “**Lender**”), a secured creditor, intends to enforce its security on Daniel Rumack’s (the “**Debtor**”) property described in Schedule “A” hereto.
2. The security (the “**Security**”) that is to be enforced is an assignment, postponement and subrogation of indebtedness owing by the Borrower to the Guarantor, as set out in Article 4 of the amended and restated guarantee and indemnity dated as of October 1, 2021 (the “**Guarantee**”).
3. The total amount of indebtedness secured by the Security is \$15,963,651.04 as of October 31, 2025,¹ together with (a) all expenses and costs of the Lender recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after October 31, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 21st day of October, 2025.

PORTAGE CAPITAL NOMINEE CORP.,
by its counsel BLAKE, CASSELS &
GRAYDON LLP

Per: 
Name: Chris Burr
Title: Partner

¹ If the Debtor wishes to pay the indebtedness prior to October 31, 2025, please advise the undersigned of the desired repayment date and a revised payout schedule will be provided

SCHEDULE “A”

COLLATERAL:

(a)	Guarantee	All debts and liabilities, present and future, of R&B Properties (2011) Ltd. to the Debtor.
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- 2 -

WAIVER AND CONSENT**TO: PORTAGE CAPITAL NOMINEE CORP. (the “Lender”)**

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Lender to the undersigned debtor (the “**Debtor**”), dated October 21, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of October, 2025.

DANIEL RUMACK

This is **Exhibit “S”** referred to in the

Affidavit of Andrew Jones

sworn before me by video conference
this 9th day of December, 2025

A handwritten signature in cursive script, appearing to read 'Kyla Morreau', is written over a horizontal line.

A Commissioner, etc.

Kyla Morreau, LSO #937030



Peter-Paul E. Du Vernet, C.S.
 Certified Specialist in Civil Litigation
 Counsel to the Firm

T: 416.368.8280
 F: 416.368.3467
Peter-PaulE.DuVernet@glaholt.com
 Glaholt Bowles LLP
 800-141 Adelaide St. W.,
 Toronto, ON M5H 3L5
glaholt.com

October 31, 2025

Delivered By Email

Blake, Cassels & Graydon LLP
 Barristers and Solicitors
 199 Bay Street, Suite 4000
 Toronto, ON M5L 1A9

Attention: Chris Burr, Esq. *chris.burr@blakes.com*

Dear Mr. Burr:

Re: R&B Properties (2011) Inc. ("Borrower") loan from Portage Capital Corporation
 (Lender)
 761 Queen St. W., Toronto
 Demand Letter dated October 21, 2015

We represent the Borrower in connection with the above-captioned.

The Borrower has been dealing with your client, the nominal lender, Portage Capital Corporation.

The Borrower would like to note the following, for your consideration and that of your client.

The building at 761 Queen St. W. is a designated Heritage Building, in a Heritage area.

A portion of the building was purpose fitted for a large US based retail tenant. Since COVID, the retail environment has not been as robust, and the tenant vacated.

As a consequence of the Forbearance arrangements, the loan rate has gone from 5% to 8%, while the rent dropped, yet the Borrower has kept your client current, while at the same time actively investigating economic uses for the premises, including seeking other tenants.

Just recently, these efforts have yielded results. The Borrower has been in active discussions with a significant and successful food and beverage operator and is assured that an Offer to Lease will be forthcoming.

At the same time, the Beer Store, which has been a long-term ground floor tenant, has given notice that it wishes to terminate its long-term lease and pay a termination fee. You are aware of the intention to terminate. The Beer Store will negotiate with the Borrower but has indicated that it is unwilling to consider dealing with a third party. The Borrower is best positioned to maximize that recovery, which would be substantial, and be of benefit to both the Borrower and your client, if the Borrower were permitted to conclude those negotiations, with the termination payment to be applied to mutual benefit more fully outlined.

Your letter refers to alleged nonpayment of Municipal taxes as an event of loan default. The Borrower has entered into an arrangement with the City to manage the taxes, which are not in default. The Borrower has paid the October installment on this arrangement of \$50,000. The taxes are likely to be reduced by appeal, as a consequence of the retail tenant and Beer Store vacancies.

The Borrower has engaged experienced architects, BDP Quandrangle, to explore making the available space more attractive to tenants and rentable by potentially reconfiguring the spaces available.

The Borrower has arranged to enhance the revenue stream with various functions and special purpose users and continues to do so. There are paid bookings extending into the holidays which expose the building to an expanded corporate audience further, expanding the universe of potential tenants.

Accordingly, the Borrower has not been complacent, nor is there any lack of prospects to return the building to fully tenanted and more than fully servicing the loan. On the other hand, stated defaults have been remedied.

We can both agree that demand remedies are a last resort, and as well, in the circumstances, would be resisted. The Borrower would propose, without prejudice, to conclude negotiations with the Beer Store for a lump sum termination, and apply the proceeds to Municipal taxes, if necessary, which directly benefits your client, to a modest extent to refitting the premises to maximize occupancy and rentals ,and apply the balance to bring the loan into good standing on a negotiated basis.

Possibly we could arrange to discuss at your convenience.

Regards,

Yours very truly,

GLAHOLT BOWLES LLP



Peter-Paul E. Du Vernet
PED/cc

c. client

Court File No.:

238

PORTAGE CAPITAL NOMINEE CORP.
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**AFFIDAVIT OF ANDREW JONES
Sworn December 9, 2025**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Chris Burr, LSO #55172H
Tel: 416-863-3261
Email: chris.burr@blakes.com

Jules Monteyne, LSO #72980C
Tel: 416-863-2513
Email: jules.monteyne@blakes.com

Kyla Morreau, LSO #93703O
Tel: 416-863-2611
Email: kyla.morreau@blakes.com

Lawyers for the Applicant

TAB 3

Court File No.: CL-25-00753615-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 13 TH
	)	
JUSTICE CAVANAGH	)	DAY OF JANUARY, 2026

PORTAGE CAPITAL CORPORATION

Applicant

- and -

R & B PROPERTIES (2011) INC.

Respondent

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,
R.S.O. 1990, c C.43, as amended**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Portage Capital Corporation (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 KSV Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of R & B Properties (2011) Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference.

ON READING the affidavit of Andrew Jones sworn December 9, 2025 (the “**Jones Affidavit**”) and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and those other counsel and parties listed on the Participant Information Form, no one else appearing although duly served as appears from the lawyer’s certificates of service of [Chris Burr] dated December [___], 2025, and on reading the consent of KSV Restructuring Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and the method of service 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, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including without limitation the real property known municipally as 761 Queen Street West, Toronto, ON and known legally as PIN 21243-0007 (LT) being Part of PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120, Toronto, City of Toronto (the “**Real Property**”), and including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (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 relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements (including any amendments and modifications thereto), repudiate or disclaim any agreement, incur any obligations 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 or in respect of the Property;
- (d) to engage property managers, consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a “**Professional Advisor**”) 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 consult with the Applicant and any other creditors of, or parties with an interest in, the Debtor or the Property from time to time and to provide such information to the Applicant and any such other creditors or interested parties as may be reasonably requested;
- (f) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case at their standard rates and charges;
- (g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (i) to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (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 the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (l) to market any or all of the Property for sale or lease, 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, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion may deem appropriate, subject in each case to (i) the terms of any subsequent sale and investment solicitation process order that may be granted by the Court, (ii) the approval by the Court of any sale of Property otherwise than in accordance with Subparagraph 3(m) hereof and (iii) the terms of Subparagraph 3(n) in respect of any lease;
- (m) to sell, convey, transfer 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 \$[50,000], provided that the aggregate consideration for all such transactions does not exceed \$[250,000]; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (n) to lease any non-occupied parts of the Real Property, with the consent of the Applicant, acting reasonably, or upon further order of this Court;
- (o) 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;
- (p) 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;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to the Real Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- (u) 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, 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, (ii) all of its current and former directors, officers, employees, property managers, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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, including for greater certainty, all rents or security deposits held by third parties for the Debtor in respect of the Property (collectively, the "**Deposits**"), and shall grant immediate and continued access to the Property to the 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, lease agreements, rent rolls, rent deferral agreements or documentation, securities, contracts, orders, corporate and accounting records, Deposits, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, 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 and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names 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 DEBTOR OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

12. **THIS COURT ORDERS** that subject to further Order of this Court, in the event that an account for the supply of goods and/or services is transferred from the Debtor to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility

service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

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 or rents derived from the Real 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

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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, 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.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its 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.

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

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, 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.

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.

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.

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.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL '[_____]'.

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 creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

GENERAL

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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 Debtor's estate 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 and all of its provisions are effective without the need for entry or filing.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties R & B Properties (2011) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 13th day of January, 2026 (the "**Order**") made in an application having Court file number [____], 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 \$[500,000] which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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__.

KSV RESTRUCTURING INC.,
solely in its capacity as Receiver of the
Property, and not in its personal capacity

Per: _____

Name:

Title:

PORTAGE CAPITAL CORPORATION
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**ORDER
(Appointing Receiver)**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

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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. —: CL-25-00753615-0000

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE #13TH
)
 JUSTICE —CAVANAGH) DAY OF ~~MONTH~~JANUARY,
) ~~20YR~~2026

PLAINTIFF[†]

Plaintiff

PORTAGE CAPITAL CORPORATION

Applicant

- and -

DEFENDANT

Defendant

R & B PROPERTIES (2011) INC.

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
 R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,
 R.S.O. 1990, c C.43, as amended

ORDER
 (~~appointing~~Appointing Receiver)

[†]—The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS ~~MOTION~~ APPLICATION made by ~~the Plaintiff~~² Portage Capital Corporation (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 ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc. as receiver ~~[and manager]~~ (in such capacities, the “Receiver”) without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ R & B Properties (2011) Inc. (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by judicial videoconference.

ON READING the affidavit of ~~[NAME]~~ Andrew Jones sworn ~~[DATE]~~ December 9, 2025 (the “Jones Affidavit”) and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicant and those other counsel and parties listed on the Participant Information Form, no one else appearing ~~for [NAME]~~ although duly served as appears from the ~~affidavit~~ lawyer’s certificates of service of ~~[NAME]~~ sworn [DATE] Chris Burr dated December [], 2025, and on reading the consent of ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc. to act as the Receiver,

SERVICE

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and the method of service validated³ 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]~~KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including without limitation the real property known municipally as 761 Queen Street West, Toronto, ON and known legally as PIN 21243-0007 (LT) being Part of PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120, Toronto, City of Toronto (the "Real Property"), and including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

³ ~~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.~~

- (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 of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements (including any amendments and modifications thereto), repudiate or disclaim any agreement, incur any obligations 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 or in respect of the Property;
- (d) to engage property managers, consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a "Professional Advisor") 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 consult with the Applicant and any other creditors of, or parties with an interest in, the Debtor or the Property from time to time and to provide such information to the Applicant and any such other creditors or interested parties as may be reasonably requested;

- (f) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case at their standard rates and charges;
- (g) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (h) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (i) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (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 the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or

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.~~

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(l) ~~(k)~~ to market any or all of the Property for sale or lease, 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, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion may deem appropriate, subject in each case to (i) the terms of any subsequent sale and investment solicitation process order that may be granted by the Court, (ii) the approval by the Court of any sale of Property otherwise than in accordance with Subparagraph 3(m) hereof and (iii) the terms of Subparagraph 3(n) in respect of any lease;

(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 \$ ~~_____~~ [50,000], provided that the aggregate consideration for all such transactions does not exceed \$ ~~_____~~ [250,000]; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~f~~or 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) to lease any non-occupied parts of the Real Property, with the consent of the Applicant, acting reasonably, or upon further order of this Court;

(o) ~~(H)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(p) ~~(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;

(q) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to ~~any of~~ the Real Property;

(r) ~~(e)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(s) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability

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.~~

to enter into occupation agreements for any property owned or leased by the Debtor;

(t) ~~(t)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(u) ~~(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 Debtor, 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, (ii) all of its current and former directors, officers, employees, property managers, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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, including for greater certainty, all rents or security deposits held by third parties for the Debtor in respect of the Property (collectively, the "**Deposits**"), and shall grant immediate and continued access to the Property to the 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, [lease agreements, rent rolls, rent deferral agreements or documentation](#), securities, contracts, orders, corporate and accounting records, [Deposits](#), and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, 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 and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including

providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names 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 OR THE PROPERTY

8. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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 the Debtor, 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 the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further

Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

12. THIS COURT ORDERS that subject to further Order of this Court, in the event that an account for the supply of goods and/or services is transferred from the Debtor to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

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 or rents derived from the Real 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

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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, and shall return all

other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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, 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

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its 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.

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

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".~~

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

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, 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.

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.

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.

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.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘ []’.

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 creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier,

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

GENERAL

28. ~~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.

29. ~~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~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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 and all of its provisions are effective without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ R & B Properties (2011) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 13th day of January, 2026 (the "**Order**") made in an ~~action~~ application having Court file number ~~[CL]~~ _____, 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 \$ 500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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]~~ KSV

RESTRUCTURING INC.,

solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name: _____

Title: _____

PORTAGE CAPITAL CORPORATION
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

ORDER
(Appointing Receiver)

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

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Lawyers for the Applicant

Document comparison by Workshare Compare on Friday, December 12, 2025 5:18:38 PM

Input:	
Document 1 ID	netdocuments://1383-7576-1946/1
Description	Model Receivership Order
Document 2 ID	netdocuments://1395-9957-6090/2
Description	Portage-Queen Street - Appointment Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
~~Moved from~~	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count

Insertions	149
Deletions	103
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	252

TAB 5

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

PORTAGE CAPITAL NOMINEE CORP.

Applicant

- and -

R & B PROPERTIES (2011) INC.

Respondent

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*,
R.S.O. 1990, c. C.43, as amended**

CONSENT TO ACT AS RECEIVER

KSV RESTRUCTURING INC. hereby consents to act as the court-appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of R&B Properties (2011) Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, in accordance with an order substantially in the form included in the Application Record of the Applicant, as such order may be amended in a manner satisfactory to KSV Restructuring Inc.

Dated at Toronto, Ontario this 12th day of December, 2025.

KSV RESTRUCTURING INC.

Per:



Name: Noah Goldstein

Title: Managing Director

I have authority to bind the corporation

PORTAGE CAPITAL NOMINEE CORP.
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

CONSENT TO ACT

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

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Toronto, Ontario M5L 1A9

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Lawyers for the Applicant

PORTAGE CAPITAL NOMINEE CORP.
Applicant

- and -

R & B PROPERTIES (2011) INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**MOTION RECORD
(Appointing Receiver)
Returnable January 13, 2026**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
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Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

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Lawyers for the Applicant