Court File No. CL-25-00753627-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

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

APPLICATION RECORD

January 13, 2026

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-1234

Yupei (Summer) Xia LSO#: 85015Q
thuynh@garfinkle.com
Tel: 416-869-7665

Lawyers for the Applicant

TO: **The Service list**

Court File No. CL-25-00753627-0000

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Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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Applicant

and

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Respondent

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NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing

☐ In person
☐ By telephone conference
☒ By video conference

On a date to be set by the registrar at the following location: Zoom coordinates to be provided.

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 Register

Address of court office: Superior Court of Justice
330 University Avenue, 9th Fl.
Toronto, Ontario
M5G 1R7

TO: **THIS HONOURABLE COURT**

AND TO: **KSV Restructuring Inc.**
220 Bay St
Toronto Ontario M5J 2W4

David Sieradzki
Email: dsieradzki@ksvadvisory.com

Proposed Receiver

AND TO: **WESTCAN CEDAR GROVE VILLAGES INC.**
612A Welland Avenue,
St. Catharines, Ontario L2M 5V6

Respondent

AND TO: **WESTCAN CEDAR GROVE LIMITED PARTNERSHIP**
612A Welland Avenue,
St. Catharines, Ontario L2M 5V6

AND TO: **CARLTON TRAIL LIMITED PARTNERSHIP**
612A Welland Avenue,
St. Catharines, Ontario L2M 5V6

AND TO: **CARLTON TRAIL PROPERTIES LTD.**
#1, 1715 – 27 Avenue
Calgary, Alberta T2E 7E1

c/o Pitblado LLP
2500-360 Maint Street
Winnipeg, Manitoba R3C 4H6

AND TO: **MICHAEL JOHN GEOFFREY FULTON a.k.a GEOFFREY FULTON**
177 Roxborough Drive,
Toronto, Ontario M4W 3B5
Email: gfulton@carltonco.com

TO: **OLYMPIA TRUST COMPNAY**
125-29th Avenue SE,
Calgary, Alberta T2G 0P6

AND TO: **PORT ELGIN LIVING INC.**
820 28 St NE #6
Calgary, Alberta T2A 6K1
Email: ayesha@national-research.com

177 Roxborough Drive,
Toronto, Ontario M4W 3B5

AND TO: **CAISSE DESJARDINS ONTARIO UNION INC.**
40 Elm Street, Unit 166
Sudbury, Ontario P3C 1S8

AND TO: **CANADA MORTGAGE AND HOUSING CORPORATION**
700 Montreal Road
Ottawa, Ontario K1A 0P7

AND TO: **533438 ONTARIO LIMITED**
165 Thames Road East
Exeter, Ontario N0M 1S3

AND TO: **DE LAGE LANDEN FINANCIAL SERVICES CANADA IN**
5046 Mainway, Unit 1
Burlington, Ontario L7L 5Z1

TO: **ALL TENANTS OF:**
5007 Highway 21
Port Elgin, Ontario N0H 2C5

TO: **OFFICE OF THE SUPERINTENDENT IN BANKRUPTCY**
151 Yonge Street, 4th Floor
Toronto, ON M5C 2W7
Email: osbservice-bsfservice@ised-isde.gc.ca

TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, Ontario M5H 1T1

Attention: Joseph Chen
Email: joseph.cheng@justice.gc.ca

TO: **THE MINISTRY OF FINANCE**
Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, Ontario L1H 8H5
Email: insolvency.unit@ontario.ca

APPLICATION

1. The Applicant, IMC Limited Partnership, by its general partner, Institutional Mortgage Capital Canada Inc. (the "**Lender**"'), makes application for an Order substantially in the form filed herewith, seeking, *inter alia*, an Order:

(a) If necessary, abridging the time for service and filing of this Notice of Application and the Application Record, in the alternative, dispensing with same;

(b) Appointing KSV Restructuring Inc. ("**KSV**") as the Receiver and Manager (in such capacity, the "**Receiver**"), without security, of all present and future property, assets and undertakings, including the real property identified in Schedule "A" hereto (collectively, the "**Property**") of the Respondent, Westcan Cedar Grove Villages Inc. ("**Westcan Inc.**");

(c) Granting a first-ranking super priority charge over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of this proceeding on the terms as set out in the draft Order filed (the "**Receiver's Charge**");

(d) Granting a second-ranking super priority charge (the "**Receiver's Borrowing Charge**") over the Property for the purpose of funding the exercise of the properties and duties conferred upon the Receiver pursuant to the proposed receivership Order; and

(e) Such further and other relief as counsel may request and to this Honourable Court may seem just.

2. The grounds for the application are:

The Debtor

(a) The Respondent, Westcan Inc. (the "**Debtor**") is an Ontario corporation incorporated pursuant to the laws of the Province of Ontario, with its head office located at 612A Welland Avenue, St. Catherines, Ontario;

(b) The Debtor is the registered owner of the real property municipally known as 5007 Highway 21, Port Elgin (the "**Port Elgin Property**"), which is more particularly described in Schedule "A" to this application;

(c) Westcan Cedar Grove Limited Partnership ("**Westcan Limited**") is a limited partnership registered under the Alberta *Partnership Act*, R.S.A. 2000, c P-3. The Debtor is the general partner of Westcan Limited;

(d) Westcan Limited is the beneficiary owner of the Port Elgin Property (the "**Beneficiary Owner**"), pursuant to a Declaration of Bare Trust dated December 17, 2018, under which, the Debtor, as the registered title holder, holds the Port Elgin Property in trust for the Beneficiary Owner;

(e) Michael John Geoffrey Fulton a.k.a. Geoffrey Fulton ("**Fulton**") is the principal of the Debtor;

(f) The Port Elgin Property comprises approximately 118 acres, including 165 seasonal RV and transient sites and 84 four-season sites;

(g) The Debtor has leased designated areas of the Port Elgin Property to Port Elgin Living Inc. ("**PEL Inc.**") pursuant to a ground lease for consideration of $1,935,000.00 (the "**Lease Agreement**") as shown in the Notice of Lease bearing Instrument No. BR212996 (the "**Notice of Lease**") registered on title to the Port Elgin Property on or about March 31, 2025;

(h) The areas of the Port Elgin Property leased by PEL Inc. were intended for the development of 129 additional year-round, long-term rental sites under a program administered by the Canada Mortgage and Housing Corporation ("**CMHC**");

(i) Fulton is also the principal of PEL Inc.;

(j) The areas of the Port Elgin Property leased by PEL Inc. were intended for the development of 129 additional year-round, long-term rental sites under a program administered by the Canada Mortgage and Housing Corporation ("**CMHC**").

The Financing and the Lender's Security

(k) Institutional Mortgage Capital Canada Inc. ("**IMCC**") is incorporated pursuant to the laws of Canada with its head office located at 199 Bay Street, Suite 1900, Toronto, Ontario;

(l) IMCC is the general partner of IMC Limited Partnership ("**IMC Limited**"), which is a limited partnership registered under the Ontario *Limited Partnership Act*; *Limited Partnership Act*, R.S.O. 1990, c. L.16.

(m) IMCC, among other things, is a commercial mortgage lender in Canada;

(n) The Debtor is indebted to the Lender, IMC by its general partner, IMCC, in connection with certain credit facilities made available by the Lender pursuant to and under the terms of:

(i) a Letter of Commitment dated November 12, 2020, as extended by commitment amending letters dated July 23, 2024, and December 3, 2024, July 23, 2025, (collectively, the "**First Letter of Commitment**") for a first mortgage loan in the principal amount of $7,500,000.00 (the "**First Mortgage**"); and

(ii) a Letter of Commitment dated May 22, 2020, as extended by commitment amending letters dated June 25, 2021, January 27, 2022, July 23, 2024, December 3, 2024 and July 23, 2025 (collectively, the "**Second Letter of Commitment**") for a second mortgage loan in the principal amount of $2,250,000.00 (the "**Second Mortgage**").

(o) As security for its obligations under the First Mortgage and the Second Mortgage (collectively, the "**Two Mortgages**"), the Debtor provided, *inter alia*, the following security (collectively, the "**Security**"):

(i) In respect of the Second Mortgage:

(1) A Charge/Mortgage was registered by the Lender on June 1, 2020, bearing Instrument No. BR155943, for the principal sum of $2,250,000.00 against the title to the Port Elgin Property;

(2) A General Security Agreement dated May 28, 2020, executed by both the Debtor and the Beneficiary Owner, was registered by the Lender under the *Personal Property Security Act*, R.S.O. 1990 c. P.10 (the "**PPSA**") on May 28, 2020, by means of two Financing Statements, bearing Reference File No. 762108156 and Reference File No. 762108291; and

(3) A General Assignment of Rents and Leases dated May 28, 2020 with a Notice of Assignment of Rents registered on June 1, 2020, bearing Instrument No. BR155944 against the title to the Port Elgin Property;

(ii) In respect of the First Mortgage:

(1) A Charge/Mortgage registered on November 30, 2020, bearing Instrument No. BR162698 for the principal sum of $7,500,000.00 against the title to the Port Elgin Property;

(2) A General Security Agreement dated November 30, 2020, executed by both the Debtor and the Beneficiary Owner, was registered by the Lender under the PPSA on November 26, 2020, by means of two Financing Statements, bearing Reference File No. 768040182 and Reference File No. 768040416; and

(3) A General Assignment of Rents and Leases dated November 30, 2020 with a Notice of Assignment of Rents registered on November

30, 2020, bearing Instrument No. BR162699 against the title to the Port Elgin Property;

Subordination of the Beneficial Owner's Interest in the Port Elgin Property to the Lenders' Interest

(p) As a condition of the First Mortgage and the Second Mortgage, the Debtor and the Beneficiary Owner executed two Beneficiary Owner Agreements on May 28, 2020 and November 30, 2020; the salient terms of which are as follows:

(i) The Debtor and the Beneficiary Owner confirm to the Lender that the Debtor holds registered title to the Port Elgin Property as a bare trustee or nominee for the Beneficial Owner, who is the sole beneficial owner;

(ii) The Beneficial Owner consents to the Two Mortgages and authorizes the Debtor to execute all required documents;

(iii) The Beneficial Owner agrees that its beneficial interest in the Port Elgin Property is fully subordinate to the Two Mortgages and all other mortgage documents;

(iv) The Beneficial Owner grants the Lender a first-priority mortgage in respect of the First Mortgage and a second-priority mortgage in respect of the Second Mortgage, charge, assignment, and security interest over all its rights, title, and interest in the Port Elgin Property, on the same terms as the Two Mortgages;

The Second Mortgage is Subordinate to the First Mortgage

(q) Pursuant to a Subordination and Standstill Agreement dated November 30, 2020 executed by the Lender and the Debtor, the Debtor's indebtedness under the Second Mortgage and the security granted thereunder are subordinate and postponed to the Debtor's indebtedness under the First Mortgage and the security granted thereunder;

(r) On or about November 30, 2020, the Lender registered a Postponement of Interest against the title to the Port Elgin Property, bearing Instrument No. BR162700, pursuant to which the Charge and the Notice of Assignment of Rents registered under the Second Mortgage are postponed to those registered under the First Mortgage;

(s) The Lender is the senior secured creditor, holding both the first-ranking mortgage (the First Mortgage) and the second-ranking mortgage (the Second Mortgage) registered against the title to the Port Elgin Property.

Guarantors of the Debtor's Obligations under the Two Mortgages

(t) The Debtor's obligations under the Two Mortgages were also guaranteed by the Beneficiary Owner, Fulton, and Carlton Trail Limited Partnership ("**Carlton Limited**") (collectively, the "**Guarantors**");

(u) Carlton Limited is a limited partnership registered under the Alberta *Partnership Act*. Carlton Trail Properties Ltd. ("**Carlon Trail.**") is incorporated pursuant to the

laws of the Province of Alberta, of which, Fulton is one of the directors. Carlton Trail is the general partner of Carlton Limited;

(v) The Guarantors Executed two Full Recourse Guarantees dated May 28, 2020, and November 30, 2020 (collectively, the "**Two Guarantees**"), respectively, pursuant to which the Guarantors agreed unconditionally to pay off all amounts owed by the Debtor to the Lender, together with interest accrued thereon, and all reasonable costs incurred in enforcing the Two Guarantees on a joint and several basis;

Other Secured Creditors of the Debtor

(w) On or about March 10, 2021, a third ranking mortgage was registered against title to the Port Elgin Property by Olympia Trust Company ("**Olympia Trust**"), in trust for David McDonald and Kerry Busby for its loan of the principal amount of $470,000.00 to the Debtor (the "**Olympia Mortgage**"), bearing Instrument No. BR166321;

(x) On or about March 10, 2021, Olympia Trust registered a Notice of Assignment of Rents, bearing Instrument No. BR166322 against the title to the Port Elgin Property;

(y) In or around November 2020, prior to the registration of the Olympia Mortgage and its Notice of Assignment of Rents, the Debtor, the Lender and Olympia Trust executed two Subordination and Standstill Agreements, pursuant to which, *inter alia*:

(i) The Lender consents to the Olympia Mortgage; and

(ii) Olympia Trust subordinates and postpones the Olympia Mortgage and its Notice of Assignment of Rents behind the Two Mortgages and the security granted thereunder;

(z) The PPSA certified search result for the Debtor show two other secured registrants, 533438 Ontario Limited ("**533**") and De Lage Lande Financial Services Canada In. ("**De Lage**");

(aa) 533 registered its security interest against the Debtor and the Beneficiary Owner by means of a Financing Statement, bearing Reference File No. 754017237 on or about August 1, 2019, which was registered before the Lender's four Financing Statements, as described in paragraph (o) above;

(bb) The collateral subject to 533's security interest includes inventory, equipment, accounts, motor vehicles, and other assets of the Debtor and the Beneficial Owner;

(cc) De Lage registered its security interest against the Debtor and the Beneficiary Owner by means of a Financing Statement, bearing Reference File No. 789867034 on or about January 11, 2023, which was registered after the Lender's four Financing Statements, as described in paragraph (o) above;

(dd) The collateral subject to De Lage's security interest includes inventory, equipment, accounts, motor vehicles, and other assets of the Debtor and the Beneficial Owner;

PEL Inc.'s Leasehold Interest in the Port Elgin Property

(ee) Port Elgin Inc. has a leasehold interest in the Port Elgin Property by way of the Lease Agreement and the Notice of Lease;

(ff) Caisee Desjardins Ontario Union Inc. ("**Caisee**") advanced a housing loan in the total amount of $35,745,900.00 to PEL Inc. (the "**Housing Loan**"), which loan was insured by CMHC, with December 1, 2025, being the first advance date under the Housing Loan;

(gg) On or about December 1, 2025, Caisee registered a Notice of Charge of Lease against the title to the Port Elgin Property, bearing Instrument No. BR220622, as security for the Housing Loan;

(hh) On the same day, Caisee registered a second Notice of Charge of Lease against title to the Port Elgin Property for an additional $700,000.00, as collateral security for the Housing Loan;

(ii) On the same day, Caisee also registered a Notice of Assignment of Rents against the title to the Port Elgin Property, bearing Instrument No. BR220624;

The Debtor's Default

(jj) Pursuant to the two most recent commitment amending letters dated July 23, 2025; the Two Mortgages matured on September 1, 2025;

(kk) Upon maturity of the Two Mortgages, the Debtor failed to pay the full balances outstanding;

(ll) The Lender agreed to continue to overhold the Two Mortgages with a repayment deadline to October 31, 2025, but the Debtor failed to repay the outstanding balances under the Two Mortgages by that date;

(mm) The Debtor made interest payments on the Two Mortgages for September and October 2025; however, the total indebtedness remained outstanding;

(nn) As a result of the Debtors' uncured default under the Two Mortgages, on or about November 5, 2025, the Lender issued demands for payment and Notices of Intention to Enforce Security ("**NITES**") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), to the Debtor and the Guarantors. The ten-day notice period under the NITES expired on November 17, 2025;

(oo) On or about November 21, 2025, in an effort to allow the Debtor to negotiate with CMHC and seek refinancing or payment alternatives, the Lender proposed a forbearance agreement to until January 31, 2026, which proposal was rejected by the Debtor;

(pp) On or about November 25, 2025, the Debtor provided the Lender with a loan proposal from GennX Financial Corp, but the related commitment letter has not been received by the Lender;

(qq) On or about December 4, 2025, the Lender made another proposal for a forbearance agreement to the Debtor, which the Debtor again rejected;

(rr) On or about December 16, 2025, the Debtor advised the Lender that a commitment letter would be delivered by December 18, 2025; however, as of the date of this application, no such comment letter has been received by the Lender;

(ss) Since November 2025, the Debtor has made no interest payments or any other payments toward the outstanding indebtedness or the interest accruing thereon;

(tt) As of December 1, 2025, the principal balance under the First Mortgage was $7,570,893.70, with per diem interest accruing at $2,426.83. The principal balance under the Second Mortgage was $2,315,322.09, with per diem interest accruing at $1,094.23. These amounts are exclusive of additional interest, expenses, and legal fees, all of which continue to accrue;

It is Just and Convenient to Appoint a Receiver

(uu) It is just and convenient to appoint a Receiver as:

(i) The Lender has lost all confidence in the Debtor's ability to refinance the Two Mortgages, which were extended for 30 months to until September 1, 2025 from their original maturity dates at multiple requests by the Debtor;

(ii) A receiver is required to collect the rents and manage the Port Elgin Property pending a sale due to the large number of residents and tenants occupying the premises;

(iii) The Debtor is unable to fulfill its obligations to the Lender under the Two Mortgages, and the Guarantors are likewise unable to satisfy those obligations;

(iv) The Lender seeks the urgent appointment of a receiver to assume control of the Port Elgin Property, preserve the asset and determine the most appropriate means of realization;

(v) Pursuant to Commitment Letters and the Security Agreements, the Lender has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default, as applicable. In furtherance of these rights, the Lender is entitled to commence these receivership proceedings to protect its investments and preserve and maximize the value of the Property;

(vi) KSV is a licensed Insolvency Trustee.

(vii) KSV has consented to be appointed as Receiver and Manager, without security, of the Property, including the Port Elgin Property;

(viii) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowing's Charge will be served with the Application Record;

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

(ww) Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure,* R.R.O. 1990. Reg. 194, as amended; and

(xx) Such further and other grounds as Counsel may advise and this Honourable court may permit.

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

(a) The Affidavit of Ariel Mossman with attached Exhibits referred to therein;

(b) The Consent of KSV to act as the Receiver; and

(c) Such further and other evidence as Counsel may advise and this Honourable Court may permit.

December 23, 2025

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
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Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
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Lawyers for the Applicant

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
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and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

Court File No.

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

Proceeding commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant

File Number: 15058-001

TAB 2

Docusign Envelope ID: F907461C-D49B-476C-89E3-5C4954F808FC

Court File No. CL-25-00753627-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

(Court Seal)

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

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

AFFIDAVIT OF ARIEL MOSSMAN

I, Ariel Mossman, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Director of the Loan Assessment Management department at Institutional Mortgage Capital Canada Inc. ("**IMCC**"), the general partner of IMC Limited Partnership ("**IMC Limited**") (collectively, the "**Lender**"), the Applicant in the within Application, and, as such, have knowledge of the matters to which I hereinafter depose, unless it appears from the context that I rely upon information provided to me by others, all of which information I verily believe to be true.

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2. This affidavit is sworn in support of the Lender's Notice of Application seeking the appointment of KSV Restructuring Inc. ("**KSV**") as Receiver and Manager (in such capacity, the "**Receiver**"), without security, of all present and future property, assets and undertakings of the Respondent, Westcan Cedar Grove Villages Inc. (the "**Debtor**"), including the real property municipally known as 5007 Highway 21, Port Elgin, Ontario (the "**Port Elgin Property**") (collectively, the "**Property**"). Now shown to me and appended hereto as **Exhibit "A"** is a true copy of the parcel register for the Port Elgin Property, along with Schedule "A" to the Notice of Application, which was inadvertently omitted.

BACKGROUND AND THE PARTIES

3. The Debtor is an Ontario corporation with its head office located at 612A Welland Avenue, St. Catherines, Ontario. Now shown to me and appended hereto as **Exhibit "B"** is a true copy of the corporate profile report of the Debtor.

4. Westcan Cedar Grove Limited Partnership ("**Westcan Limited**") is registered under the Alberta *Partnership Act*, R.S.A. 2000, c P-3. Now shown to me and appended hereto as **Exhibit "C"** is a true copy of Westcan Limited's registration under the Alberta *Partnership Act*.

5. The Debtor is the general partner of Westcan Limited. The Debtor holds registered title to the Port Elgin Property as bare trustee or nominee for Westcan Limited, which is the beneficial owner of the Port Elgin Property. Now shown to me and appended hereto as **Exhibit "D"** is a true copy of the Declaration of Bare Trust dated December 17, 2018, confirming that the Debtor holds registered title to the Port Elgin Property in trust for Westcan Limited (the "**Beneficial Owner**").

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6. The Port Elgin Property operates as Port Elgin Estates & Resort, a seasonal resort that offers fully furnished cottages for sale, along with seasonal and short-term recreational vehicle (**RV**) sites.

7. The Porty Elgin Property spans approximately 118 acres and includes 165 seasonal RV and transient sites as well as 84 four-season sites.

8. Certain designated areas of the Port Elgin Property have been leased to Port Elgin Living Inc. ("**PEL Inc.**") under a ground lease for consideration of $1,935,000 (the "**Lease Agreement**") as appeared in the Notice of Lease registered by PEL Inc. on title to the Port Elgin Property on or about March 31, 2025, as Instrument No. BR212996. Now shown to me and appended hereto as **Exhibit "E"** is a true copy of the corporate profile report of PEL Inc. Now shown to me and appended hereto as **Exhibit "F"** is a true copy of the Lease Agreement. Now shown to me and appended hereto as **Exhibit "G"** is a true copy of the Notice of Lease bearing Instrument No. BR212996.

9. The Port Elgin Property was leased by PEL Inc. for the purpose of developing additional 129 year-round, long-term rental sites under a program managed by Canada Mortgage and Housing Corporation ("**CMHC**").

10. Michael John Geoffrey Fulton a.k.a. Geoffrey Fulton ("**Fulton**") is the principal of the Debtor, and PEL Inc.

11. IMCC is a federally incorporated corporation with its head office located at 199 Bay Street, Suite 1900, Toronto, Ontario. Now shown to me and appended hereto as **Exhibit "H"** is a true copy of the corporate profile report of IMCC.

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12. IMCC acts as the general partner of IMC Limited, a limited partnership registered under the Ontario *Limited Partnership Act*, R.S.O. 1990, c. L.16. Now shown to me and appended hereto as **Exhibit "I"** is a true copy of IMC Limited's registration under the Ontario *Limited Partnership Act*.

13. IMCC is engaged in the business of commercial mortgage lending in Canada, among other activities.

THE TWO MORTGAGES AND SECURITY

14. Pursuant to a Letter of Commitment dated May 22, 2020 (as amended), the Lender made a second mortgage loan to the Debtor in the principal amount of $2,250,000 (the "**Second Mortgage**"). Now shown to me and appended hereto as Exhibit **"J"** are true copies of the Letter of Commitment dated May 22, 2020, and the related commitment amending letters.

15. As security for the Second Mortgage, the Debtor granted:

(a) a Charge/Mortgage registered on June 1, 2020 as Instrument No. BR155943;

(b) a General Assignment of Rents and Leases dated May 28, 2020 and a Notice of Assignment of Rents registered on June 1, 2020 as Instrument No. BR155944; and

(c) a General Security Agreement dated May 28, 2020 registered against the Debtor and the Beneficiary Owner under *Personal Property Security Act*, R.S.O. 1990 c. P.10 (the "**PPSA**"), bearing Reference File Nos. 762108156 and 762108291.

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Now shown to me and appended hereto as Exhibit **"K"** is a true copy of the Second Mortgage (Instrument No. BR155943). Now shown to me and appended hereto as **Exhibit "L"** are true copies of General Assignment of Rents and Leases dated May 28, 2020 and the Notice of Assignment of Rents for the Second Mortgage (Instrument No. BR155944). Now shown to me and appended hereto as Exhibit **"M"** is a true copy of the General Security Agreement dated May 28, 2020, together with PPSA registration (Reference File Nos. 762108156 and 762108291).

16. Pursuant to a Letter of Commitment dated November 12, 2020 (as amended), the Lender made a first mortgage loan to the Debtor in the principal amount of $7,500,000.00 (the "**First Mortgage**"). Now shown to me and appended hereto as **Exhibit "N**" are true copies of the Letter of Commitment dated November 12, 2020, and the related commitment amending letters.

17. As security for the First Mortgage, the Debtor granted:

(a) a Charge/Mortgage registered on November 30, 2020 as Instrument No. BR162698;

(b) a General Assignment of Rents and Leases dated November 30, 2020 and a General Assignment of Rents and Leases registered on November 30, 2020 as Instrument No. BR162699; and

(c) a General Security Agreement dated November 30, 2020 registered under the PPSA against the Debtor and the Beneficiary Owner, bearing Reference File Nos. 768040182 and 768040416.

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Now shown to me and appended hereto as Exhibit **"O"** is a true copy of the First Mortgage (Instrument No. BR162698). Now shown to me and appended hereto as Exhibit **"P"** are true copies of the General Assignment of Rents and Leases dated November 30, 2020, and Notice of Assignment of Rents for the First Mortgage (Instrument No. BR162699). Now shown to me and appended hereto as Exhibit **"Q"** are true copies of the General Security Agreement dated November 30, 2020 together with PPSA registrations (Reference File Nos. 768040182 and 768040416).

BENEFICIAL OWNER AGREEMENTS AND SUBORDINATION

18. As a condition of the First Mortgage and the Second Mortgage (collectively, the "**Two Mortgages**"), the Debtor and the Beneficiary Owner executed two Beneficial Owner Agreements on May 28, 2020 and November 30, 2020, respectively, confirming the bare trust arrangement and subordination of the Beneficial Owner's interest in the Port Eglin Property to the Lender's Two Mortgages and the security granted thereunder. Now shown to me and appended hereto as **Exhibit "R"** is a true copy of the Beneficial Owner Agreement dated May 28, 2020. Now shown to me and appended hereto as **Exhibit "S"** is a true copy of the Beneficial Owner Agreement dated November 30, 2020.

19. Pursuant to the Subordination and Standstill Agreement dated November 30, 2020, between the Lender and the Debtor, the Second Mortgage and its security are subordinated and postponed to the First Mortgage and its security. Now shown to me and appended hereto as **Exhibit "T"** is a true copy of the Subordination and Standstill Agreement dated November 30, 2020.

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20. On or about November 30, 2020, the Lender registered a Postponement of Interest on title to the Port Elgin Property (Instrument No. BR162700), which postponed the Charge and Notice of Assignment of Rents under the Second Mortgage in favour of those registered under the First Mortgage. Now shown to me and appended hereto as **Exhibit "U"** is a true copy of the registered Postponement of Interest (Instrument No. BR162700).

21. As such, the Lender is the senior secured creditor of the Debtor, holding the first and second ranking mortgages against title to the Port Elgin Property.

GUARANTORS OF THE DEBTOR'S OBLIGATIONS UNDER THE TWO MORTGAGES

22. The Debtor's obligations under the Two Mortgages were guaranteed by the Beneficiary Owner, Fulton, and Carlton Trail Limited Partnership ("**Carlton Limited**"), which is registered under the Alberta *Partnership Act* (collectively, the "**Guarantors**"). Fulton is one of the directors of an Alberta corporation, Carlton Trail Properties Ltd. ("**Carlon Trail.**"), the general partner of Carlton Limited. I am advised by Wendy Greenspoon-Soer, counsel for the Applicant, that Carlton Trail is currently inactive in Alberta and holds an active registration only in Manitoba. Now shown to me and appended hereto as **Exhibit "V"** is a true copy of Carlton Limited's registration under the Alberta *Partnership Act*. Now shown to me and appended hereto as **Exhibit "W"** are true copies of the corporate profile report of Carlton Trail in Alberta and Manitoba.

23. The Guarantors executed two Full Recourse Guarantees, dated May 28, 2020, and November 30, 2020, respectively (the "**Two Guarantees**"), under which they agreed, on a joint and several basis, to unconditionally pay all amounts owing by the Debtor to the Lender, together

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with accrued interest and all reasonable enforcement costs. Now shown to me and appended hereto as **Exhibit "X"** is a true copy of the Full Recourse Guarantee dated May 28, 2020. Now shown to me and appended hereto as **Exhibit "Y"** is a true copy of the Full Recourse Guarantee dated November 30, 2020.

OTHER SECURED CREDITORS

24. On or about March 10, 2021, Olympia Trust Company ("**Olympia Trust**"), in trust for investors, registered a third ranking mortgage (Instrument No. BR166321) ("**Olympia Mortgage**") and a Notice of Assignment of Rents (Instrument No. BR166322) against title to the Port Elgin Property. Now shown to me and appended hereto as **Exhibit "Z"** is a true copy of the Olympia Mortgage (Instrument No. BR166321). Now shown to me and appended hereto as **Exhibit "AA"** is a true copy of the Notice of Assignment of Rents (Instrument No. BR166322).

25. Pursuant to two Subordination and Standstill Agreements executed among the Lender, the Debtor and Olympia Trust in or around November 2020, Olympia Trust's security is subordinated to the Two Mortgages. Now shown to me and appended hereto as **Exhibit "BB"** are true copies of the Subordination and Standstill Agreements executed in November 2020.

26. The PPSA certified search of the Debtor reveals two additional secured parties, including 533438 Ontario Limited ("**533**") and De Lage Landen Financial Services Canada Inc. ("**De Lage**"). Now shown to me and appended hereto as **Exhibit "CC"** is a true copy of 533's Financing Statement (Reference File No. 754017237). Now shown to me and appended hereto as **Exhibit "DD"** is a true copy of De Lage's Financing Statement (Reference File No. 789887034).

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27. 533's PPSA registration predates the Lender's registrations, while De Lage's registration was made afterward. Inventory, equipment, accounts, motor vehicles, and other assets of the Debtor and the Beneficial Owner are the collateral subject to 533's and De Lage's security interests.

LEASEHOLD INTEREST AND CMHC-INSURED HOUSING LOAN

28. PEL Inc. holds a leasehold interest in the Port Elgin Property by way of the Lease Agreement and the Notice of Lease.

29. On or about December 1, 2025, Caisse Desjardins Ontario Credit Union Inc. ("**Caisse**") advanced a CMHC-insured housing loan totaling $35,745,900.00 to PEL Inc. and registered a Notice of Charge of Lease (Instrument No. BR220622) and a second Notice of Charge of Lease (Instrument No. BR220623) for an additional $700,000.00 as collateral security, as well as a Notice of Assignment of Rents (Instrument No. BR220624). Now shown to me and appended hereto as **Exhibit "EE"** is a true copy of the Notice of Charge of Lease (Instrument No. BR220622). Now shown to me and appended hereto as **Exhibit "FF"** is a true copy of the Notice of Charge of Lease (Instrument No. BR220623). Now shown to me and appended hereto as **Exhibit "GG"** is a true copy of the Notice of Assignment of Rents (Instrument No. BR220624). Now shown to me and appended hereto as **Exhibit "HH"** is a true copy of CMHC's Certificate of Insurance # 30518049, insuring the housing loan.

DEFAULT AND ENFORCEMENT

30. Pursuant to the most recent commitment amending letters dated July 23, 2025, at Exhibits "J" and "N" to this Affidavit, the Two Mortgages matured on September 1, 2025.

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31. Upon maturity, the Debtor failed to pay the outstanding balances under the Two Mortgages. The Lender agreed to overhold the Two Mortgages with a repayment deadline to October 31, 2025. However, the Debtor failed to repay by that date. Attached hereto and marked as **Exhibit "II"** is a true copy of my email correspondence to Fulton dated October 10, 2025, advising of the October 31, 2025 repayment deadline.

32. On or about November 5, 2025, the Lender issued two demands for payment and Notices of Intention to Enforce Security ("**NITES**") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), to the Debtor and the Guarantors. The ten-day notice period expired on November 17, 2025. Attached hereto and marked as **Exhibit "JJ"** is a true copy of the demand and NITES dated November 5, 2025 in respect of the First Mortgage. Attached hereto and marked as **Exhibit "KK"** is a true copy of the demand and NITES dated November 5, 2025 in respect of the Second Mortgage.

33. On or about November 21, 2025, to facilitate the Debtors' discussions with CMHC and potential refinancing, the Lender proposed a forbearance agreement to until January 31, 2026. On or about November 25, 2025, the Debtor rejected the forbearance proposal and provided a loan proposal from GennX Financial Corp dated November 21, 2025 to the Lender. To date, the related commitment letter was not provided to the Lender. Attached hereto and marked as **Exhibit "LL"** is a true copy of the email correspondence between Fulton and me dated November 21 and 25, 2025, with enclosure of the proposal from GennX Financial Corp dated November 21, 2025.

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34. On or about December 4, 2025, the Lender made a second proposal for a forbearance agreement to the Debtor, to which the Debtor did not respond. Attached hereto and marked as **Exhibit "MM"** is a true copy of my email correspondence to Fulton dated December 4, 2025.

35. On or about December 16, 2025, the Debtor advised the Lender that a commitment letter would be received by December 18, 2025. To date, no such commitment letter has been received. Attached hereto and marked as **Exhibit "NN"** is a true copy of Fulton's email correspondence dated December 16, 2025 to Jeff O'Brien, together with Mr. O'Brien's responding email to Fulton dated December 18, 2025, on which I was copied.

36. Since November 2025, no interest payments or any other payments have been made by the Debtor toward the outstanding indebtedness under the Two Mortgages.

37. As of December 1, 2025, the principal balance under the First Mortgage was $7,570,893.70, with per diem interest accruing at $2,426.83. The principal balance under the Second Mortgage was $2,315,322.09, with per diem interest accruing at $1,094.23. Further interest, expenses, and legal fees will continue to accrue. Attached hereto and marked as **Exhibit "OO"** is a true copy of the payout statement for the First Mortgage. Attached hereto and marked as **Exhibit "PP"** is a true copy of the payout statement for the Second Mortgage.

THIS APPLICATION

38. I verily believe that appointing a Receiver is necessary because the Debtor has been unable to meet its obligations to the Lender and has not succeeded in securing financing to repay the amounts owing under the Two Mortgages, despite its efforts.

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39. The Two Mortgages have been extended multiple times at the Debtor's request to allow it time to obtain refinancing. However, the Lender has lost confidence in the Debtor's ability to refinance, and further indefinite extensions would cause undue prejudice to the Lender, as the Debtor has remained in default for over four months with no single payment made since its default on September 1, 2025.

40. I further believe a Receiver is required to collect rents and manage the Port Elgin Property pending a sale, given the significant number of residents and tenants on the Property.

41. I further believe the urgent appointment of a Receiver is necessary to assume control of the Port Elgin Property, to preserve the asset and determine the most appropriate means of realization.

42. Pursuant to the Commitment Letters and Security Agreements, the Lender has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default. The Lender is entitled to commence these receivership proceedings to protect its investment and to preserve and maximize the value of Property, including the Port Elgin Property.

43. KSV has consented to act as the Receiver of the Debtor. Attached hereto and marked as **Exhibit "QQ"** is a true copy of KSV's written consent to act as Receiver and Manager, without security, of the Property of the Debtor.

44. I make this Affidavit in support of the within Application for no other or improper purpose.

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SWORN by Ariel Mossman of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
7558BF0C4FBF4F7...

Commissioner for Taking Affidavits
(or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Signed by:
Ariel Mossman
FEBBDBD5779841E...

ARIEL MOSSMAN

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IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC. et al.

Respondent

Court File No. CL-25-00753627-0000

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

Proceeding commenced at Toronto

AFFIDAVIT OF ARIEL MOSSMAN

GARFINKLE BIDERMAN LLP
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Tel: 416-869-7665

Lawyers for the Applicant

File Number: 15058-001

This is Exhibit "A" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

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

PROPERTY DESCRIPTION: PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN R78224. PLANNING ACT CONSENT AS IN R79543.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT CONVERSION QUALIFIED	FIRST CONVERSION FROM BOOK	2006/08/21

OWNERS' NAMES	CAPACITY	SHARE
WESTCAN CEDAR GROVE VILLAGES INC.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/08/18 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2006/08/21 **						
R218038	1985/07/08	TRANSFER			NEW FAIRWAY PARK LIMITED	C
R242066	1988/02/10	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
3R5461	1991/09/11	PLAN REFERENCE				C
BR27665	2009/05/19	CHARGE		*** COMPLETELY DELETED *** NEW FAIRWAY PARK LIMITED	THE TORONTO-DOMINION BANK	
BR28185	2009/05/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: R242066						
BR139238	2018/12/18	APL CH NAME OWNER		NEW FAIRWAY PARK LIMITED	WESTCAN CEDAR GROVE VILLAGES INC.	C
BR139240	2018/12/18	CHARGE		*** COMPLETELY DELETED *** WESTCAN CEDAR GROVE VILLAGES INC.	533438 ONTARIO LIMITED	
BR139241	2018/12/18	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** WESTCAN CEDAR GROVE VILLAGES INC.	533438 ONTARIO LIMITED	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: BR139240					
BR139640	2019/01/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: BR27665.					
BR155943	2020/06/01	CHARGE	$2,250,000	WESTCAN CEDAR GROVE VILLAGES INC.	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	C
BR155944	2020/06/01	NO ASSGN RENT GEN		WESTCAN CEDAR GROVE VILLAGES INC.	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	C
	REMARKS: BR155943					
BR161623	2020/11/02	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** KERIM EXCAVATION LIMITED		
BR162352	2020/11/20	APL DEL CONST LIEN		*** COMPLETELY DELETED *** WESTCAN CEDAR GROVE VILLAGES INC.		
	REMARKS: BR161623.					
BR162698	2020/11/30	CHARGE	$7,500,000	WESTCAN CEDAR GROVE VILLAGES INC.	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	C
BR162699	2020/11/30	NO ASSGN RENT GEN		WESTCAN CEDAR GROVE VILLAGES INC.	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	C
	REMARKS: BR162698.					
BR162700	2020/11/30	POSTPONEMENT		INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	C
	REMARKS: BR155943 TO BR162698					
BR166321	2021/03/10	CHARGE	$470,000	WESTCAN CEDAR GROVE VILLAGES INC.	OLYMPIA TRUST COMPANY	C
BR166322	2021/03/10	NO ASSGN RENT GEN		WESTCAN CEDAR GROVE VILLAGES INC.	OLYMPIA TRUST COMPANY	C
	REMARKS: BR166321					
BR167876	2021/04/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** 533438 ONTARIO LIMITED		
	REMARKS: BR139240.					
BR194900	2023/06/05	NOTICE		THE CORPORATION OF THE TOWN OF SAUGEEN SHORES	WESTCAN CEDAR GROVE VILLAGES INC.	C
BR200880	2023/12/21	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** KEITH SNYDER CONSTRUCTION LTD.		
BR201422	2024/01/17	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SHORE COTNRACTING (LONDON) LTD.		
BR201571	2024/01/26	CERTIFICATE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				KEITH SNYDER CONSTRUCTION LTD.	WESTCAN CEDAR GROVE LIMITED PARTNERSHIP WESTCAN CEDAR GROVE VILLAGES INC. OLYMPIA TRUST COMPANY INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	
BR202725	2024/03/18	CERTIFICATE		*** COMPLETELY DELETED *** SHORE CONTRACTING (LONDON) LTD.	WESTCAN CEDAR GROVE LIMITED PARTNERSHIP WESTCAN CEDAR GROVE VILLAGES INC. OLYMPIA TRUST COMPANY INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	
	REMARKS: BR201422					
BR204471	2024/05/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** KEITH SNYDER CONSTRUCTION LTD.		
	REMARKS: BR200880. BR201571					
BR204539	2024/05/28	APL DEL CONST LIEN		*** COMPLETELY DELETED *** SHORE COTNRACTING (LONDON) LTD.		
	REMARKS: BR201422. BR202725					
3R10899	2024/06/25	PLAN-REFERENCE				C
BR207448	2024/08/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 2117429 ONTARIO INC.		
BR207988	2024/09/19	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2117429 ONTARIO INC.		
	REMARKS: BR207448.					
BR212996	2025/03/31	NOTICE OF LEASE	$1,935,000	WESTCAN CEDAR GROVE VILLAGES INC.	PORT ELGIN LIVING INC.	C
BR220622	2025/12/01	NO CHARGE LEASE	$35,745,900	PORT ELGIN LIVING INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: BR212996.					
BR220623	2025/12/01	NO CHARGE LEASE	$700,000	PORT ELGIN LIVING INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: BR212996.					
BR220624	2025/12/01	NO ASSGN RENT GEN		PORT ELGIN LIVING INC.	CAISSE DESJARDINS ONTARIO CREDIT UNION INC.	C
	REMARKS: BR220622					

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SCHEDULE "A"

PIN:	33246 – 0625 (LT)
Description:	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES
Address:	5007 HIGHWAY 21 PORT ELGIN

This is Exhibit "B" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

WESTCAN CEDAR GROVE VILLAGES INC. as of December 19, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	WESTCAN CEDAR GROVE VILLAGES INC.
Ontario Corporation Number (OCN)	5008011
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	December 18, 2018
Registered or Head Office Address	612a Welland Avenue, St. Catharines, Ontario, L2M 5V6, 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	15

Active Director(s)

Name	GEOFFREY FULTON
Address for Service	177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Canada
Resident Canadian	Yes
Date Began	December 18, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	GEOFFREY FULTON
Position	President
Address for Service	177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Canada
Date Began	December 18, 2018

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

Director/Registrar

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Corporate Name History

Name	WESTCAN CEDAR GROVE VILLAGES INC.
Effective Date	December 18, 2018

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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Amalgamating Corporations

Corporation Name	WESTCAN CEDAR GROVE VILLAGES INC.
Ontario Corporation Number	5003394
Corporation Name	NEW FAIRWAY PARK LIMITED
Ontario Corporation Number	574574

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

Director/Registrar

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Expired or Cancelled Business Names

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

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

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: AMY JONES	April 28, 2025
Annual Return - 2023 PAF: AMY JONES	February 07, 2024
CIA - Notice of Change PAF: AMY JONES	October 05, 2023
Annual Return - 2022 PAF: AMY JONES	October 05, 2023
Annual Return - 2021 PAF: AMY JONES	October 05, 2023
Annual Return - 2020 PAF: AMY JONES	October 05, 2023
CIA - Notice of Change PAF: TAMMY DALEY - OTHER	November 27, 2020
Annual Return - 2019 PAF: FRANK FISH - OFFICER	July 05, 2020
CIA - Notice of Change PAF: TAMMY DALEY - OTHER	May 25, 2020
CIA - Notice of Change PAF: TAMMY DALEY - OTHER	November 26, 2019
CIA - Requirement to File 7	July 25, 2019
Annual Return - 2018 PAF: FRANK FISH - OFFICER	July 07, 2019
BCA - Articles of Amalgamation	December 18, 2018

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is

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V. Quintanilla W.
Director/Registrar
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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 "C" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Government of Alberta

Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2025/12/22
Time of Search: 07:48 AM

Service Request No: 46127064
Customer Reference No: 07052419-EDD3_5_5872972

Registration No: LP21599634
Current Business Name: WESTCAN CEDAR GROVE LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2018/12/07 YYYY/MM/DD
Home Jurisdiction: ALBERTA

Current General Partner:

Last/Legal Entity Name: WESTCAN CEDAR GROVE VILLAGES INC.
Street: 177 ROXBOROUGH DRIVE
City: TORONTO
Province: ONTARIO
Postal Code: M4W3B5

Other Information:

Filing History:

List Date	Type of Filing
2018/12/07	Register Limited Partnership
2019/02/15	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000307117963847	2018/12/07
Notice to Amend	10000707117963850	2018/12/13
Notice to Amend	10000907117963854	2018/12/19

Notice to Amend	10000707117968051	2019/02/15

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

This is Exhibit "D" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

DECLARATION OF BARE TRUST

THIS DECLARATION and Agreement is made as of December 17,2018

BETWEEN:

WESTCAN c e d a r g r o v e VILLAGES INC. (the 'Trustee")

-and-

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP (the "Beneficiary")

WHEREAS the Trustee wishes to acknowledge and declare that its holds and will hold in trust for the Beneficiary all of the "Property", which term shall mean all of the assets of the Trustee of whatsoever nature or kind save and except the "Exceptions" which shall mean only the share capital of the Trustee and 30,000 preferred units of the Beneficiary that are owned by the Trustee and any proceeds or earnings therefrom.

AND WHEREAS registered title is in the name of the Trustee of the lands forming part of the Property municipally known as New Fairway Park, RR #1 Hwy 21 F.C. #5007 Port Elgin, Ontario and legally described as part of Lot 8 Concession 6 Saugeen; part of Lots 6-8 Concession 5 Saugeen; as in R218038 except Parts 20,21 and 26 on Reference Plan 3R225 and Part 10 on Reference Plan 3R857; subject to R218038; Saugeen Shores, and shown as PIN 33246-0625 (LT) at Land Registry Office #3.

NOW THEREFORE in consideration of the sum of $2.00 of lawful money of Canada now paid to the Trustee by the Beneficiary and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Trustee declares and tiie parties agree, accept and confirm that from and after the date and time of execution and delivery of these presents:

1. The Trustee acknowledges that all of its interest in the Property is being held in trust for the sole use, enjoyment and benefit of the Beneficiary.

2. All revenues, dividends, licence fees, rents, profits, proceeds of sale and all other advantages accruing or arising directly or indirectly from or in respect of the Property are and shall be held by the Trustee for the sole use, enjoyment and benefit oftheBeneficiaiy.

3. The Trustee shall deal with the Property at all times in the manner and for the purpose directed by the Beneficiary. The Trustee shall not assign, transfer, encumber, alienate or in any way dispose of any of the Property without the advance written direction of the Beneficiary.

4. On demand in writing by the Beneficiary, the Trustee shall cause the Property to be transferred to the Beneficiary or as the Beneficiary may direct and shall account to tire Beneficiary for all revenues, dividends, licence fees, rents, profits, proceeds of sale and all other advantages received by the Trustee from tire Property.

5. This rights stated in this Declaration and Agreement shall enure to the benefit of and be binding upon the Trustee and the Beneficiary, their respective heirs, executors, administrators, successors and assigns.

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

WESTCAN CEDAR GROVE VILLAGES INC.

By: _____

Geoffrey Fulton, President
I have authority to bind the Corporation

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP by its general partner **WESTCAN CEDAR GROVE VILLAGES INC.**

By: _____

Geoffrey Fulton, President
I have authority to bind the Corporation, which has authority to bind the Limited Partnership

This is Exhibit "E" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

PORT ELGIN LIVING INC. as of December 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	PORT ELGIN LIVING INC.
Ontario Corporation Number (OCN)	1000923651
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 14, 2024
Registered or Head Office Address	177 Roxborough Drive, Toronto, Ontario, M4W 1X7, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	GEOFFREY FULTON
Address for Service	177 Roxborough Drive, Toronto, Ontario, M4W 1X7, Canada
Resident Canadian	Yes
Date Began	June 14, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	GEOFFREY FULTON
Position	President
Address for Service	177 Roxborough Drive, Toronto, Ontario, M4W1X7, Canada
Date Began	June 14, 2024

Name	GEOFFREY FULTON
Position	Secretary
Address for Service	177 Roxborough Drive, Toronto, Ontario, M4W1X7, Canada
Date Began	June 14, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	PORT ELGIN LIVING INC.
Effective Date	June 14, 2024

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

Director/Registrar

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Active Business Names

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

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V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: GEOFFREY FULTON	October 25, 2024
BCA - Articles of Incorporation	June 14, 2024

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 "F" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

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THIS LEASE made as of August 1, 2025

Pursuant to the *Short Forms of Leases Act*

BETWEEN:

WESTCAN CEDAR GROVE VILLAGES INC., a corporation continued under the laws of the Province of Ontario

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

PORT ELGIN LIVING INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the parties have agreed that the Landlord would lease the Lands to the Tenant on the terms and conditions hereinafter set out and that the Tenant would construct and operate a housing project which will contain affordable housing units on the Lands.

NOW THEREFORE WITNESSETH that in consideration of the premises and the demise and the covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 DEFINITIONS

The terms set out below shall have the following meanings when used in this Lease unless the context shall otherwise require:

(a) **AFFORDABLE HOUSING REQUIREMENTS:** "Affordable Housing Requirements" shall mean the requirements of all statutes, regulations, security documents, contracts, rules, orders and other sources of obligation applicable to the Tenant or the Project or any part of the Project including without limitation those of CMHC and any Mortgagee and any Funding Authority.

(b) **CMHC:** "CMHC" shall mean Canada Mortgage and Housing Corporation.

(c) **CONVEYANCE:** "Conveyance" shall include a sale, agreement to sell, transfer, assignment, lease, sublease, licence or parting with possession, mortgage,

charge or grant of any Security Interest, in, of or over all or any portion of this Lease or the Lands or Project by the Tenant and a Change in Corporate Control of the Tenant

(d) **EQUIPMENT AND OTHER ASSETS:** "Equipment and other Assets" shall have the meaning set out in paragraph 11.3 hereof.

(e) **FUNDING AUTHORITY:** "Funding Authority" shall include CMHC and any other governmental body that provides financing or benefits of any kind to the Project because it includes affordable housing.

(f) **INFLATION:** "Inflation" shall mean changes in the value of money as measured by changes in the All Items Consumer Price Index (not seasonally adjusted) for the Toronto area published by Statistics Canada, or such other index as the parties may reasonably determine, and "adjusted for Inflation" and similar language shall mean that the figure to which it refers shall be automatically raised or lowered for each year during the term in proportion to Inflation from the commencement of the term.

(g) **LANDS:** "Lands" shall mean the lands described in Schedule "A" attached hereto.

(h) **LEASE**: "Lease" shall mean this lease including all of the Schedules to this lease and any subsequent amendments to this lease.

(i) **LEGAL REQUIREMENTS:** "Legal Requirements" shall mean the requirements of all present or future statutes, regulations, laws, by-laws, security documents, contracts, rules or orders enacted or made by any federal, provincial or municipal authority having jurisdiction or fire insurance underwriters and all other sources of obligation applicable to the Tenant or the Project or any part of the Project or the use, operation, management, construction, repair, replacement, alteration, addition to or improvement of the Project, including without limitation those of CMHC and any Mortgagee.

(j) **MORTGAGEE:** "Mortgagee" shall mean

(i) any party to whom a Security Interest has been given by the Tenant of all or any part of its interest under this Lease or in the Lands or Project, whose Security Interest is permitted under the terms of this Lease, and to whose Security Interest the Landlord has given consent; and

(ii) the holder from time to time of any Mortgage.

"Mortgage" shall have a corresponding meaning. "Mortgagee Requirements" shall mean the payments of principal and interest and other amounts due under a Mortgage and the performance of all other obligations of the Mortgagor under a Mortgage.

(k) **PLANS:** "Plans" shall mean the plans, drawings, specifications and other detailing to be agreed to by the parties in writing, as referred to in Schedule "C", as approved by the Funding Authority and the Mortgagee, based on which the Project is to be constructed and maintained, together with such changes in the Plans from time to time as may be agreed upon by the parties in writing or permitted by the terms of this Lease.

(l) **PROJECT:** "Project" shall mean the project of approximately ••• units and parking and amenity areas, and shall include all structures, buildings, landscaping and fixtures now or in the future located on or in the Lands and the Equipment and Other Assets, and where the context permits shall also include the Lands.

(m) **PROJECT LEGAL REQUIREMENTS:** "Project Legal Requirements" shall mean Affordable Housing Requirements, Mortgagee Requirements, Legal Requirements and any separate or additional Funding Authority requirements.

(n) **PROPERTY TAXES:** "Property Taxes" shall mean all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against property, whether real or personal, moveable or immovable, and any capital taxes with respect to the capital attributable thereto (determined for all purposes of this Lease in accordance with the relevant statute and reasonably apportioned between the Project and the other assets of the Landlord), place of business taxes or the like, and whether by law the responsibility of the Landlord or the Tenant or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the Landlord or the Tenant or anyone else on account or in lieu thereof, whether or not forming a charge on property, or of a nature similar thereto, and whether recurring annually, or at other intervals, or on a special or single instance basis only.

(o) **REBUILDING:** "Rebuilding" shall have the meaning set out in paragraph 8.1 hereof.

(p) **RENTAL TAXES:** "Rental Taxes" shall mean all Goods and Services Taxes, Harmonized Sales Taxes, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to (a) the rentals or additional or imputed rentals payable by the Tenant to the Landlord under this Lease, or (b) the Lands or the Project or any part thereof, or (c) the area of the Lands or the Project or any part thereof, however calculated, or (d) the occupancy or leasing of the Lands or the Project or any part thereof, and whether by law the responsibility of the Landlord or the Tenant or both, and whether imposed by federal,

provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the Landlord or the Tenant or anyone else on account or in lieu thereof, or of a nature similar thereto, and whether recurring annually, or at other intervals, or on a special or single instance basis only. Rental Taxes shall not include any Property Taxes.

(q) **SECURITY INTEREST**: "Security Interest" shall include a mortgage, charge, debenture, trust deed or other financing or security instrument.

1.2 SCHEDULES

The schedules attached to this Lease and forming a part hereof are as follows:

Schedule "A" - Legal Description of the Lands

Schedule "B" - Multi-party Agreement

Schedule "C" - Development and Construction Provisions

1.3 REASONABLENESS

Wherever any consent, agreement or approval of the Landlord or the Tenant is required under the terms of this Lease, then unless otherwise provided herein, and subject to any specific provision respecting such consent, agreement or approval set out herein, neither party shall unreasonably or arbitrarily withhold or delay its consent, agreement or approval.

1.4 PROJECT LEGAL REQUIREMENTS

The Tenant shall observe and comply with all Project Legal Requirements and shall always maintain its position and that of the Project in good standing under all Project Legal Requirements and shall not commit any act or omit to perform any act that would constitute a default under any Project Legal Requirements or non-compliance with any Project Legal Requirements. The Tenant shall not agree to amendments to Project Legal Requirements without the consent of the Landlord.

ARTICLE 2 DEMISE AND TERM

2.1 LEASE

In consideration of the rents, covenants and agreements herein reserved and contained to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases to the Tenant the Lands to have and to hold the same for and during the Term of 55 years commencing on the first day of August, 2025 and ending on the 31st day of July, 2080.

ARTICLE 3 RENT

3.1 RENT

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord, or as otherwise herein provided, as rent in lawful money of Canada without any deduction, compensation, set-off or abatement whatsoever, Basic Rent and Additional Rent paid at the times and in the manners hereinafter set out.

(a) Basic Rent during the Term shall be in the amount of $10.00 per year if demanded.

(b) Additional Rent shall be payable yearly and every year during the term. "Additional Rent" shall mean the following amounts:

(i) All Rental Taxes (including Harmonized Sales Tax if applicable) to the intent that the full amount and burden of all Rental Taxes shall be borne by the Tenant and that the full rentals payable under this Lease shall be received by the Landlord fully net and carefree of any Rental Taxes.

(ii) All Property Taxes levied, rated, charged or assessed during the Term on or in relation to the Lands or the Project, or any part thereof, or calculated with respect to the capital attributable thereto paid directly to the taxing authorities when due. The Tenant shall make payment on or before the due date of each instalment and shall provide to the Landlord on demand evidence of payment in the form of receipted bills.

(iii) The full costs of construction of the Project in accordance with Schedule "C" to be paid by the Tenant to the proper parties as contemplated in this Lease.

(iv) All costs of utilities and supplies for the Project and all costs of maintenance and repair of the Project.

(v) All other costs, expenses and charges incurred in and about the construction, renovation, operation and management of the Lands and Project, or required to be paid by the Tenant pursuant to any provision of this Lease.

3.2 ADDITIONAL RENT

All payments required to be made by the Tenant pursuant to the provisions of this Lease, other than Basic Rent, shall be considered additional rent and shall be deemed to be rent and failure to make any such payments shall give the Landlord all of the same remedies as a failure to pay rent.

3.3 NET RENTAL

The Tenant shall make all payments and perform all the acts required in and about the Lands and the Project, it being acknowledged that this Lease is intended to be

completely net and carefree to the Landlord. the Landlord shall not be responsible for any costs, charges, expenses, outlays or liabilities of any nature whatsoever in respect of the Lands or Project and the Tenant shall indemnify and save the Landlord harmless therefrom.

3.4 BOOKS AND RECORDS

The Tenant shall keep such financial records as are appropriate for a well-run business like that of the Tenant and in compliance with Project Legal Requirements and shall comply with such Requirements in respect of any audit or the degree of outside investigation and reporting and in any case shall provide the Landlord with a copy of its annual financial statements, in each year at the earliest time it is required to present them under any Project Legal Requirements. The Landlord shall have reasonable access by accountants, agents, inspectors or others, to the books and records of the Tenant during normal business hours on reasonable notice to verify compliance with this Lease.

ARTICLE 4 CONSTRUCTION OF THE PROJECT

4.1 DEVELOPMENT AND CONSTRUCTION

Provisions relating to development and construction of the Project that are mainly relevant in connection with the initial construction of the Project, or in connection with a subsequent Rebuilding, have been inserted in Schedule "C" attached hereto. Where there is any conflict between the provisions of Schedule "C" and the other provisions of this Lease, the provisions of Schedule "C" shall govern.

ARTICLE 5 USE

5.1 USE OF LANDS

The Tenant shall use the Lands solely for the purpose of a rental housing project that includes affordable housing units and having approximately 129 residential units, together with parking spaces and ancillary office and amenity space.

5.2 NUISANCE

The Tenant and its subtenants, and its and their employees, agents, occupants and invitees, shall not commit, cause or permit any nuisance or waste on the Lands or permit the emission of any offensive substance, odour or noise from the Project.

5.3 COMPLIANCE WITH LEGAL REQUIREMENTS

The Tenant shall at its sole cost and expense at all times comply with all provisions of all Legal Requirements and shall not commit any act or omission that causes an increase in the fire risk or the cost of insurance or prevents the placing of insurance on the Project, and shall promptly at its own expense effect any changes, additions or repairs to the Project necessary to so comply with the foregoing or to cease so affecting the fire risk or the insurance. The foregoing obligations shall apply both with respect to the use of the Project and the construction, repair, replacement, alteration, addition to or improvement thereof.

ARTICLE 6 MAINTENANCE, REPAIRS, ALTERATIONS

6.1 MAINTENANCE

The Tenant shall at all times operate, maintain and repair the Project in the same manner and to the same level and standard as is generally provided for similar facilities in nearby areas of southern Ontario having due regard to the age and nature of the Project. Except for reasonable wear and tear, the Tenant shall perform all necessary repairs to the Project to maintain the foregoing standard so as to keep the Project at a reasonable level of operation for similar facilities of its age and type and in compliance with paragraph 5.3. The Tenant shall acquire, and whenever it is reasonably necessary or desirable the Tenant shall replace, any Equipment at its own expense and any such replacement shall become part of the Equipment referred to in paragraph 11.3.

6.2 CAPITAL RESERVES

The Tenant shall at all times maintain all capital, replacement and other reserves as may be required under Affordable Housing Requirements or Mortgagee Requirements, and shall maintain similar reserves even if those Requirements are no longer applicable to it. The Tenant shall always maintain such reasonable reserves as would be maintained by the owners of a well-operated project similar to the Lands and the Project. The Tenant shall make annual contributions thereto, sufficient to maintain the reserves at an appropriate level. Subject to Affordable Housing Requirements and Mortgagee Requirements, any interest or other accretions to, or reasonably attributable to, the monies forming part of such reserves shall be added to and form part of the reserves. Monies in the reserves shall not be removed from the reserves or used or invested for any purposes or in any manner other than as permitted under Affordable Housing Requirements and Mortgagee Requirements and shall continue to be subject to the same controls after relevant Affordable Housing Requirements or Mortgagee Requirements no longer apply, but any consent or permission of a Funding Authority or Mortgagee required under such Requirements shall thereafter mean a consent or permission of the Landlord.

6.3 REPAIRS AND ALTERATIONS TO PROJECT

Subject to this paragraph the Tenant may at its sole expense make repairs or alterations to the Project in compliance with the Plans. It shall not perform any repairs or alterations estimated to cost in excess of $500,000 adjusted for Inflation without the Landlord's prior written consent. With any request for consent, it will give the Landlord full details of the proposal, including how it is to be financed.

6.4 PERFORMANCE OF WORK

The Tenant shall ensure that the performance of the work, and the completed repairs or alterations to the Project, are in compliance with all Project Legal Requirements and with paragraph 5.3 of this Lease and shall obtain all requisite building and other permits.

6.5 LIENS

(a) The Tenant shall indemnify and save the Landlord harmless from any liability, claim, damages or expenses (including legal expenses) due to or arising from any claim for a lien made against the Lands or the Project. The Tenant shall cause all registrations of any claims for a lien or certificates of action related thereto to be discharged or vacated before any interest of the Landlord or the Tenant in the Lands becomes liable for sale, failing which the Landlord, at the expense of the Tenant, in addition to any other rights or remedies it may have, may, but shall not be obliged to, cause such claims or certificates to be discharged or vacated by payment to the claimant, payment into court, or otherwise and the costs thereof shall be forthwith paid by the Tenant to the Landlord on demand.

(b) Nothing herein contained shall authorize the Tenant, or imply any consent or agreement or request on the part of the Landlord, to subject the Landlord's estate or interest in the Lands or the Project to any construction lien or other lien of any nature or kind whatsoever. Notice is hereby given to all parties that the Landlord expressly refuses and denies any consent or agreement or request to permit its estate or interest in the Lands and the Project to be subject to any construction lien or other lien of any nature or kind whatsoever without the express written agreement of the Landlord to this effect. The Tenant acknowledges that the Landlord is not, and should not be held to be, an "Owner" as that term is defined in the *Construction Act.*

6.6 ENTRY

The Landlord and persons authorized by it may enter the Project at all reasonable times and on reasonable notice to examine the condition thereof. Except in the case of emergency, any inspection of the parts of the Project forming residential units shall be conducted only in conjunction with the Tenant's normal inspection of tenants' units, unless the Tenant shall fail to conduct such an inspection at least once a year. The Tenant shall issue such notices under its subleases and the *Residential Tenancies Act* as may be needed to facilitate such inspections.

ARTICLE 7 INSURANCE AND LIABILITY

7.1 INSURANCE POLICIES

The Tenant shall throughout the term of this Lease, unless the parties otherwise agree, carry property insurance for the full replacement cost of the Project (including chattels, personal property and equipment) with like materials (but without allowance for by-law changes) against damage to the Project by fire and such other perils and in such amounts and with such insurers as the parties may agree, acting reasonably, and in compliance with Affordable Housing Requirements and Mortgagee Requirements, and boiler and pressure vessel insurance, if appropriate, and liability insurance on an occurrence basis having a limit of not less than $5,000,000 in respect of any one occurrence for injury or death to a single person or for property damage, and including without limitation coverage respecting loss of income or rentals caused by any of the insured perils. In the event that insurance coverage other than the above, whether greater, lesser, or otherwise different, is or becomes the norm for well-operated similar housing

projects, then the insurance requirements shall be adjusted to be consistent with such norm, subject to the approval of the parties, acting reasonably.

7.2 INSURANCE PARTICULARS

All the foregoing policies shall be in a reasonable amount having regard to the nature of the Project. The Tenant shall cause the limits of property and liability insurance to be adjusted for Inflation from time to time. The insurance referred to above shall be in amounts, on forms and with insurers, acceptable to both parties acting reasonably. The Tenant, the Landlord and any Mortgagee, and any mortgagee of the Landlord, shall be shown as named insureds on all insurance policies referred to above and all proceeds shall be payable to them jointly as their interests may appear. All such policies shall contain a waiver of any right of subrogation or recourse by the insurers against the Tenant, the Landlord, any Mortgagee and any mortgagee of the Landlord. Liability insurance shall contain provisions for severability of interests and cross liability among insureds. All policies shall contain undertakings from the insurers that none of the policies shall be cancelled or allowed to lapse or materially changed until at least thirty days' written notice has been given to the Tenant, the Landlord, any Mortgagee and any mortgagee of the Landlord. The Tenant shall pay all premiums with respect to all insurance in a timely fashion. The Tenant shall provide the Landlord, any Mortgagee and any mortgagee of the Landlord with certified copies of all such policies in a timely fashion. If the Landlord becomes aware of any lapse or possible lapse of any such insurance or the Tenant fails to take out insurance in accordance with its obligations under this Lease, then the Landlord may place such insurance and the cost thereof shall be payable to it by the Tenant on demand. This shall not create any obligation on the part of the Landlord to take out any such insurance. Each party shall take all reasonable steps and actions and sign all reasonable documentation to permit the other to obtain any insurance proceeds to which it is entitled pursuant to the provisions of this Lease. In the event of a Rebuilding, the Landlord shall release its interest in the proceeds proportionate to the progress of Rebuilding provided it shall have reasonable evidence that the remaining proceeds are sufficient to pay for the balance of the Rebuilding and that there are no liens or other claims registered on title, all in accordance with good practice for mortgagees.

7.3 COMPLIANCE WITH INSURANCE

The Tenant agrees that it and its employees, agents and invitees will not keep in or upon the Project any article or substance which may be prohibited by the insurance policies mentioned above, or do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy. It shall use its best efforts to ensure that tenants and occupants of the Project comply with this requirement as well. If any insurance policy shall be cancelled or the coverage reduced or a threat of cancellation or reduction of coverage made by reason of anything arising out of the use or occupation of the Project, whether or not the first two sentences of this paragraph have been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, upon notice thereof by the Landlord, the Landlord may enter the Project and remedy the condition at

the sole cost and expense of the Tenant, and in addition or in the alternative, may exercise any other remedy under this Lease.

7.4 LIABILITY AND INDEMNITY

The Tenant hereby releases the Landlord, its officers, shareholders, employees and agents from all liability, costs, damages, claims or demands for any death, injury, damage to property or other claim which the Tenant, its officers, shareholders, employees, agents, occupants and its and their invitees now has or might in the future have arising from death, injury, property damage or any other claim of any kind or nature whatsoever in relation to the Lands or the Project, and the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns, and its and their officers, shareholders, employees and agents from all costs, damages, claims or demands of any kind whatsoever by anyone with respect to any act, omission, negligence or liability or occurrence of kind or nature whatsoever (including those mentioned earlier in this paragraph) in and about the Lands and the Project. It is acknowledged that this paragraph involves a complete assumption of liability by the Tenant in respect of costs, damages, claims or demands in relation to the Lands or the Project regardless of whether or not the costs, damages, claims or demands arise out of any negligence, fault, act or omission of the Tenant, its officers, shareholders, employees, agents, occupants or its or their invitees, or of the Landlord, its successors and assigns, or its or their officers, shareholders, employees, or agents, or anyone else. It is further acknowledged that the complete risk of any such costs, damages, claims or demands is being assumed by the Tenant as consideration to the Landlord for entering into this Lease. It is further acknowledged that under the terms of this Lease the Tenant is required to take out and maintain certain insurance with respect to such risk, but that if the insurance with respect to any costs, damages, claims or demands is insufficient or non-existent, or the Tenant elects to self-insure, or fails to take out and maintain such insurance, whether or not the Tenant is thereby in default under this Lease, it shall nonetheless remain fully liable in accordance with the provisions of this paragraph.

ARTICLE 8 DAMAGE, REBUILDING, EXPROPRIATION

8.1 REBUILDING

A “Rebuilding” shall mean the work (including supply of materials) that may be required if the Project shall at any time be wholly or partially destroyed or damaged by fire or other peril, or if any repair, renovation, rebuilding, reconstruction or improvement shall have been approved under paragraph 6.3, and in either case the cost of the work is reasonably estimated to be in excess of $500,000 adjusted for Inflation (and shall include the demolition of the then existing structures, or any of them, and construction of a new building or buildings). Except as provided in paragraph 8.2, the Tenant shall promptly perform any necessary Rebuilding (subject to obtaining the consent of the Landlord under paragraph 6.3), there shall be no abatement of rent or additional rent during the Rebuilding and any Rebuilding shall proceed under the provisions of Schedule “C” with all necessary changes.

8.2 TERMINATION OF LEASE

(a) In the event a Rebuilding is necessary and the Mortgagee shall require insurance proceeds to be paid to it in reduction of the mortgage principal, then the Tenant shall within ninety (90) days after the occurrence of the damage either produce to the Landlord an adequate financing commitment or other evidence of financial ability to perform the Rebuilding, or this Lease shall be terminated.

(b) In the event a Rebuilding is necessary and the cost of the Rebuilding is reasonably estimated to be more than twenty-five percent (25%) of the value of the buildings and improvements forming part of the Project immediately prior to the damage, then the Tenant may, by notice in writing to the Landlord given within ninety (90) days after the occurrence of the damage, elect to terminate this Lease effective within a reasonable time. If such Rebuilding is necessary during the last ten years of the term, then the Landlord may also, by notice in writing to the Tenant given within ninety (90) days after the occurrence of the damage, elect to terminate this Lease effective within a reasonable time.

(c) In the event of a termination under this paragraph 8.2, the proceeds of insurance shall be used as follows:

(i) The proceeds of insurance respecting loss of income or rentals shall be used to pay to the Landlord any deficiency in rent and additional rent due under this Lease until the termination date.

(ii) All other insurance proceeds shall be used

A. first, to pay to the Landlord the reasonable cost of demolition of the buildings and improvements on the Lands and levelling of the Lands (whether or not it actually does so demolish or level),

B. second, to pay to any Mortgagee the amount owed by the Tenant on the Mortgage,

C. third, to pay to the Tenant the reasonable value of its remaining interest in the buildings and improvements, had the damage not occurred, less any amounts paid to the Mortgagee under B,

D. and fourth, the balance shall be paid to the Landlord.

(d) Notwithstanding the earlier provisions of this paragraph 8.2, in the event that there is a Mortgage under a Funding Authority program at the time of the damage referred to in paragraph 8.2, the election of the Tenant referred to therein may be exercised only by the Mortgagee and the proceeds of insurance shall be used first to pay the amount outstanding on the Mortgage.

8.3 EXPROPRIATION

If at any time during the term, title is taken to any portion of the Project by expropriation, each party shall be entitled to separately pursue and retain such compensation as may be awarded to it and the parties shall co-operate with each other in pursuing their respective claims. However, in the event that there is any physical damage to the Project or work required as a consequence of such expropriation, then the provisions of paragraph 8.2 shall apply and the proceeds of expropriation shall be deemed to be proceeds of insurance.

ARTICLE 9 ASSIGNMENT, SUBLETTING

9.1 LIMITATIONS

(a) The Tenant shall not make any Conveyance without the prior written consent of the Landlord in each instance as to both the substance of the transaction and the form of the documentation. The Landlord may not unreasonably or arbitrarily withhold its consent to a Conveyance.

(b) Notwithstanding subparagraph (a), if in compliance with Project Legal Requirements, the Tenant may, without the consent of the Landlord grant subleases or licences for occupancy of portions of the Lands by its subtenants or licensees such that, if this Lease were terminated, such persons would be monthly tenants of the Landlord.

9.2 EFFECT OF CONSENT

Any consent under this Article shall not constitute a waiver of the necessity for such consent on any subsequent occasion requiring consent, and shall not relieve the Tenant from any of its obligations contained in this Lease. In the event of a Conveyance by the Tenant vesting the full beneficial interest of the Tenant under this Lease in another party, the Tenant shall cause such party to enter into an instrument with the Landlord assuming the covenants and obligations of the Tenant contained in this Lease, and the Landlord shall thereupon execute appropriate documentation to release the Tenant from liability upon the covenants and obligations contained in this Lease. All legal and other fees and expenses of the Landlord in connection with the documentation referred to in this paragraph shall be borne by the Tenant.

9.3 MORTGAGEE PROVISIONS

Notwithstanding any other provision of this Lease, where the whole or any part of the interest of the Tenant under this Lease is subject to a Mortgage insured by, or given to, a Funding Authority, as permitted under the terms of this Lease, then:

(a) the Landlord shall not exercise effectively as against the Mortgagee any right of re-entry or right to terminate this Lease or right of distress or any other right or remedy that would affect the security of the Mortgagee or (except in case of emergency) the right to perform the obligations of the Tenant until:

(i) the Landlord gives to the Mortgagee at least 45 days' notice in writing of the intention to re-enter or to terminate or to distrain specifying the full particulars of the grounds therefor, and

(ii) the Mortgagee does not during that 45 day period either remedy or commence to remedy all specified proper grounds for re-entry or termination or give to the Landlord notice in writing that the Mortgagee intends to take, or has taken formal proceedings for the enforcement of its Mortgage and the protection of its position, and

(iii) the Mortgagee, having given the notice specified in (ii), has had reasonable time to pursue to their conclusion all reasonable proceedings for the enforcement of its Mortgage and the protection of its position.

(b) In the event of a default under a Mortgage, the Mortgagee or CMHC or an assignee from them shall be entitled without the consent of the Landlord to enter into possession of the Lands, or otherwise assume the administration of the Lands and Project, including any and all of the rights and obligations of the Tenant under this Lease.

(c) In the event that a Mortgagee is in possession of the Tenant's interest under this Lease, then, if the Mortgagee so elects, the insurance provisions of this Lease shall be adjusted on a reasonable basis so that the Mortgagee shall not have to maintain or contribute to insurance.

(d) The provisions of this Lease respecting disposition of the Tenant's portion of insurance proceeds shall be subject to any rights of the Mortgagee under its Mortgage or the *Mortgages Act.*

(e) When a Mortgagee holds the Tenant's interest in the Lands it may terminate the Lease on three months' written notice to the Landlord by conveying all the Tenant's right, title and interest under this Lease and in the Project to the Landlord.

(f) If as a result of a default under a Mortgage, a Mortgagee, or CMHC as its successor, or any party to whom either of them or their successors or a receiver or manager appointed by either of them may make a Conveyance, holds the Tenant's interest in the Lands, and only so long as any such party holds such interest, then any such party may, in addition to the use mentioned in paragraph 5.1, use the Lands for any other purpose that complies with Legal Requirements.

(g) Anything in this Lease to the contrary notwithstanding, throughout any period of time during which, as a result of proceedings for default under any leasehold mortgage, the leasehold mortgagee or purchaser or assignee in consequence of such default is in leasehold possession of the Lands or Project or holds leasehold title to the Lands or Project, the Landlord waives, as against the leasehold mortgagee and the purchaser and assignee and their successors and assigns, all rent and additional rent and interest accruing and otherwise required to be paid under this Lease;

PROVIDED that for the purposes of this waiver, rent and additional rent do not include Property Taxes and Rental Taxes, water rates and utility charges required to be paid by the Tenant and the actual costs of construction, renovation, operation, management, maintenance and repair of damage, if any, that are the responsibility of the Tenant.

(h) Without creating any legal obligation on a Mortgagee or a Funding Authority, it is hereby stated that the Landlord would request that, prior to exercising any remedy as contemplated in this paragraph 9.3, the Mortgagee and the Funding Authority give *bona fide* consideration to any proposal by the Landlord to take over the financial and other obligations of the Tenant under any Mortgage and operating or other agreement with the Funding Authority, or to otherwise resolve the situation giving rise to the remedy.

(i) The various rights of a Mortgagee referred to in this paragraph 9.3 shall also accrue to the benefit of an insurer of a Mortgagee and any Funding Authority that may be under an obligation to insure or indemnify a Mortgagee.

(j) In the event that either the Landlord or the Tenant shall acquire the other's interest in the Lands there shall be no merger effected by operation of law or otherwise to the prejudice of a Mortgagee.

(k) There shall be no cancellation or surrender or amendment of this Lease by unilateral action of the Tenant or the Landlord or by joint action of the Landlord and the Tenant without the prior consent in writing of the Mortgagee whose Mortgage is being affected by such cancellation, surrender or amendment.

(l) In the event that this Lease is terminated by operation of law or events beyond the control of the Landlord or any act by the Tenant that is incurable, and without limiting the generality of the foregoing, the Tenant becomes bankrupt or insolvent or being a corporation shall become subject to any legislative enactment relating to liquidation, winding up, either voluntarily or compulsory, the Landlord shall provide notice of the termination of the Lease to the Mortgagee and the Mortgagee shall have the right to enter into a new Lease with the Landlord on the same terms and conditions as this Lease, provided that in such new Lease the Mortgagee, as tenant, shall continue to have any and all special rights and privileges that are accorded to it under this Lease.

(m) the Landlord and the Tenant shall, upon request, execute, acknowledge and deliver to each Mortgagee an agreement between the Landlord, the Tenant and the Mortgagee agreeing to all the provisions of this Lease inserted for the benefit of the Mortgagee and its security in the form of Schedule "B" to this Lease or such other form as any party may reasonably require.

9.4 ATTORNMENT

In the event of a Conveyance by the Landlord vesting the full beneficial interest of the Landlord under this Lease in another party, or if any proceedings are brought for the

foreclosure or other enforcement of any security held pursuant to any Conveyance by the Landlord and upon the security holder duly entering into possession of the Project, the Tenant agrees to attorn to and become tenant of the party receiving such Conveyance or the security holder and recognize such party as landlord under this Lease. It is acknowledged that the Tenant shall have no obligation to subordinate or postpone its interest or that of any Mortgagee to any security holder of the Landlord or anyone else.

9.5 ACKNOWLEDGMENT

Where a Conveyance is to take place pursuant to paragraph 9.1 or 9.4, then either party shall, within ten days after written request therefor by the other, deliver a certificate and acknowledgment to any party to such a Conveyance, or the other party to this Lease, certifying that this Lease is in full force and effect (subject to any modifications which may have been made), whether that party is aware of any existing default by the other or any set-offs or claims by the one against the other and such other statements of fact as either party may reasonably request.

ARTICLE 10 QUIET ENJOYMENT

10.1 QUIET ENJOYMENT

The Landlord covenants with the Tenant that if the Tenant pays the rents hereby reserved and performs its covenants and obligations herein contained, the Tenant shall and may quietly and peaceably possess and enjoy the Lands for the term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it.

10.2 TITLE AND INSPECTION

The Tenant acknowledges having inspected the Lands, and the title thereto and that it does not rely on any representation or warranty of the Landlord as to the Lands or the title and the Tenant accepts the title and the structures, grading, surface and the subsurface conditions of the Lands in the condition in which they existed on the first day of the Term of this Lease.

ARTICLE 11 END OF TERM

11.1 EXPIRATION

Subject to any provision to the contrary in this Lease, on the expiration of the term hereby created, or the earlier termination of this Lease, the Tenant shall surrender and yield up the Lands and Project to the Landlord in as good condition as the Tenant is required to maintain the Lands and Project throughout the term and the Tenant shall deliver to the Landlord all keys to the Lands and the Project in its possession or control. On any termination of this Lease, provided that the rights of the residential occupants do not exceed those of monthly tenants under the laws applicable at that time, the Landlord shall assume and be bound by all monthly tenancies with residential occupants and the residential occupants shall become monthly tenants of the Landlord.

11.2 BUILDINGS AND FIXTURES

The parties agree that as between the Landlord and the Tenant and notwithstanding any rule of law to the contrary any buildings, fixtures, permanent installations or other improvements constructed or installed on or in the Lands shall be and remain the property of the Tenant from the time of their installation, but shall remain subject to all the rights of the Landlord during the term and shall automatically become the property of the Landlord at the end of the term.

11.3 OPTION TO PURCHASE EQUIPMENT AND OTHER ASSETS

In order to permit the Landlord to carry on the operation of the Project after the termination of this Lease, whether by effluxion of time, for default, or for any other reason, the Tenant hereby grants to the Landlord an irrevocable option to purchase for the sum of $2.00 all movable equipment, residential units, trailers, refrigerators, stoves, laundry equipment, office equipment, maintenance equipment and other chattel property (all the foregoing herein called "Equipment") owned by the Tenant at that time (including any interest under a conditional sales, equipment lease or other agreement), and any capital, replacement or other reserves (including those referred to in paragraph 6.1), cash in the bank, investments, and all other assets of the Tenant used in connection with the Project in existence at the time of such termination (the Equipment and the other items mentioned in this sentence being herein called "Equipment and Other Assets"). Until such termination the Tenant may manage and deal with the Equipment and Other Assets in the ordinary course, as provided in paragraph 6.1. Provided that notwithstanding the foregoing, the rights granted under this paragraph 11.3 shall be subject and subordinate to the rights of any Mortgagee.

11.4 SURVIVING OBLIGATIONS

On any termination of this Lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to any item of rent or covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant have any interest in or right to possession of the Lands or any part of the Project after the termination of the Lease.

11.5 OVERHOLDING

If the Tenant remains in possession of the Lands after the end of the term with the consent of the Landlord and without the execution and delivery of a new lease, there shall be no tacit renewal of the Lease or of the term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provision to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one month's notice and otherwise upon the terms and conditions set out in this Lease insofar as they are applicable.

ARTICLE 12 DEFAULT

12.1 DAMAGES, INJUNCTIONS, RECEIVERS

(a) If the Tenant shall fail to observe or perform any of its obligations under this Lease, then it shall compensate the Landlord for any costs, expenses or damages incurred by it. In addition, the Landlord shall have the right to apply for an injunction, specific performance, a mandatory order, the appointment of a receiver and manager, or similar relief from a court of competent jurisdiction. The Tenant hereby expressly consents to the granting by the court, both temporarily and permanently, of injunctions and orders for specific performance and to the appointment of managers, receivers and sequestrators by the court, in the event of actual or apprehended breach of this Lease, and agrees that such relief will always be an appropriate form of relief where sought by the Landlord, regardless of other available remedies or lack of actual peril to property. The parties agree that in the event of a breach of this Lease that is not fully and completely remediable by mere payment of money and promptly so remedied, the harm sustained by the Landlord will be irreparable and not susceptible of adequate monetary compensation.

(b) In case of a breach of this Lease, and after giving the notice and opportunity to cure the breach contemplated in paragraph 12.2, the Landlord may appoint or seek the appointment by court order of a manager, receiver, receiver-manager and sequestrator or any of them (hereinafter referred to as the "Receiver").

(c) The appointment of the Receiver shall be on the following terms or such additional or other terms as may be ordered by the court:

(i) The Receiver shall be entitled to take control, direction and possession or any of them of the Project, its revenues, and the assets, operations and books, records and accounts of the Tenant, or any part of them, and the control and direction of the employees and agents of the Tenant, all as may be authorized by the Landlord, but in no event shall the Receiver or the Landlord be accountable for any money or other property except that actually received by it.

(ii) No conduct of the Receiver or the Landlord shall constitute the Receiver or the Landlord as being in possession of the Project or assets, or any part thereof, except as and to the extent stipulated in writing by the Landlord or the court.

(iii) The Receiver shall at all times and in all respects be the agent or attorney of the Tenant and the Tenant shall be solely responsible for all decisions, actions, inactions and defaults of the Receiver, and for payment of its fees and disbursements.

(iv) The Landlord may at any time and from time to time change, terminate or renew the mandate of the Receiver or replace or reinstate the Receiver, but the Tenant shall have no power to appoint, replace, reinstate or remove or change, terminate or renew the mandate of the Receiver, unless the court so determines.

(v) The powers and objects of the Receiver shall be such as the Landlord may in good faith stipulate, and regardless of such stipulation shall, except as limited by the Landlord or the court include, to be exercised in the discretion of the Receiver, preservation and protection and use of the Project, revenues, assets, books, records and accounts, and compliance by the Tenant with all aspects of this Lease, and correction and avoidance of breaches of this Lease, and receipt and recovery of all revenues, assets and claims, and pursuit or defence of all actions or claims, and payment of liabilities, and taking any proceedings in the name of the Tenant or otherwise and making any arrangement or compromise, and maintenance, operation and repair of the Project and incurring liabilities in that regard, including borrowing money for the maintenance, preservation or protection of all or any part of the Project or for the carrying on of the operation of the Project, and to charge the Tenant's interest in the Project or any part thereof as security for monies so borrowed and conduct of the affairs of the Tenant, and enactment of by-laws and resolutions of the Tenant in place of and without interference by any officers, directors or members of the Tenant, and preservation of and compliance with the rights of the Landlord, always having due regard to the rights of any Mortgagee or Funding Authority.

(vi) The Receiver shall have first entitlement, out of the assets and revenues of the Tenant, for its fees and disbursements, and shall be entitled as fees to such reasonable amount as the Landlord or the court may fix.

(vii) Where the Landlord is satisfied, acting reasonably, that a Receiver is no longer required, it shall arrange or agree to the termination of the receivership either without condition or on such conditions as the Landlord considers appropriate.

(d) The Tenant undertakes to ratify and confirm whatever the Receiver may do pursuant to its mandate, and the Tenant hereby releases and discharges the Landlord and the Receiver and everyone for whom either of them would be responsible from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Tenant or any person by reason or as a result of anything done or not done by the Landlord or the Receiver or anyone for whom either of them would be responsible unless such claim be the direct and proximate result of gross negligence, dishonesty or fraud and except for accounting for money and other property actually received by it. No persons dealing with the Receiver, the Landlord or their respective agents shall be concerned to inquire as to their powers or as to the application of any money paid to them. A statutory declaration of an officer of the Landlord as to breach and as to the due appointment of the Receiver together with, where applicable, a certified copy of the court order appointing the Receiver shall be sufficient proof thereof for the purposes of any person dealing with a Receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.

12.2 CORRECTION BY THE LANDLORD

If the Tenant shall fail to observe or perform any of its obligations under this Lease (other than the payment of money) then, subject to any limitations specifically set out in

this Lease, the Landlord may give sixty days written notice to the Tenant setting out the default in reasonable detail. Such sixty day period may be abbreviated in case of real or apprehended emergency. If the Tenant does not correct the default within such period, or if correcting the default would reasonably take more than the length of such period, commence to correct the default within such period and thereafter diligently carry on the correction until completed, the Landlord may (but shall not be obligated to) correct the default and for this purpose shall have all rights of entry as may be necessary or desirable. The Tenant shall pay the Landlord's reasonable costs and expenses of correcting the default immediately on their being incurred together with a reasonable allowance for overhead and administration.

12.3 NON-PAYMENT OF RENTAL

If the Tenant shall default in paying Basic Rent or Additional Rent or other items of rent when due under the terms of this Lease and any such default shall not have been corrected within thirty (30) days of written notice by the Landlord to the Tenant, then in addition to any other remedies set out herein or available to the Landlord under the *Commercial Tenancies Act* or at common law, the Landlord shall have the right to sue for payment and to terminate this Lease by the procedure set out in paragraph 12.4.

12.4 TERMINATION

In the event of

(a) a breach of this Lease by the Tenant under paragraph 12.3;

(b) a receiver, manager, receiver-manager or sequestrator of the Tenant's property being appointed other than pursuant to paragraph 12.1 and not removed within a reasonable period of time; or

(c) any other breach of this Lease by the Tenant, which breach is material and substantial and is not corrected within six months after written notice from the Landlord, or if correction would require more than six months, correction is not commenced within six months and thereafter diligently carried on until completion;

then the Landlord may terminate this Lease on written notice to the Tenant. Notwithstanding such termination or termination under any other provision of this Lease or by virtue of any other right of the Landlord, whether under the *Commercial Tenancies Act,* at common law or otherwise, unless the Tenant agrees in writing, the Landlord shall not re-enter or take possession of any part of the Project unless it receives an order from a court of competent jurisdiction terminating this Lease. On an application for such an order the judge shall have full rights to grant the order or grant the Tenant relief from forfeiture on such terms as may be determined by the judge, all in accordance with the *Commercial Tenancies Act*. Save by such a judicial proceeding in the circumstances set out in this paragraph or unless the Tenant agrees in writing, the Landlord shall have no right to re-enter or take possession of any part of the Project prior to the end of the term, and any right which it would otherwise have under the *Commercial Tenancies Act,* at common law or otherwise, is hereby waived by it.

12.5 BANKRUPTCY

If the Tenant shall be adjudicated bankrupt with all appeal periods having expired, or if the Tenant, being duly authorized by its members to do so, shall make an assignment in bankruptcy then, at the option of the Landlord this Lease shall be terminated and the full amount of the current month's rental and the rental for the three ensuing months shall accelerate and shall immediately become due and payable. Provided that this paragraph shall not apply if any Mortgagee requests a new lease under paragraph 12.6.

12.6 MORTGAGEE

Prior to exercising any right of termination of this Lease, the Landlord shall notify any Mortgagee and shall comply with paragraph 9.3. A copy of any notice of default or of any judicial proceeding or arbitration under this Lease that is given to the Tenant shall be simultaneously given to each Mortgagee. On any termination under paragraph 12.5, the Landlord shall on request by any Mortgagee and subject to compensating the Landlord for any default in payment of rent or other default grant the Mortgagee as tenant a new Lease for the balance of the term on the terms and conditions contained herein.

12.7 INTEREST AND COSTS

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, and whether or not legal proceedings are begun or considered in consequence of such default, and whether or not this Lease is terminated, the Landlord shall be entitled to be paid by the Tenant forthwith on demand in addition to any other amounts which may be payable or owing hereunder, all of the following:

(a) the reasonable cost of effecting any repairs or performing any obligation, together with a reasonable allowance for overhead and administration.

(b) reasonable court costs, collection costs, and legal fees as between a solicitor and the solicitor's own client.

(c) interest on payments overdue under the terms of this Lease and on any monies expended by a party in consequence of any default by the other at a rate which is two percentage points above the prime rate of the Royal Bank of Canada prevailing from time to time.

12.8 NO WAIVER

The failure of either party to enforce any term or covenant or obligation of the other contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and such party may at any time enforce such term, covenant or obligation. The waiver by either party of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation contained in this Lease may be waived by a party, unless such waiver is in writing executed by such party.

ARTICLE 13 MISCELLANEOUS

13.1 FORCE MAJEURE

Notwithstanding anything herein contained, neither party shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any force majeure, epidemic, pandemic, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein.

13.2 LICENCES OF TENANT

The Tenant covenants that it has and at all times during the term will have all licences, approvals or authorities necessary to carry on its operations on the Lands and to hold its interest in real or personal property contemplated by the Lease and perform its obligations hereunder.

13.3 SUCCESSORS

The rights and liabilities of the parties shall enure to the benefit of their respective successors and assigns, subject to any requirements respecting Conveyances set out in this Lease.

13.4 ENTIRE AGREEMENT

This Lease and the documents and materials referred to herein contain the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein or therein. Except as specifically otherwise provided therein, this Lease fully replaces and supersedes any offer to lease, agreement to lease, letter, letter of intent, or other contractual arrangement between the parties related to the Lands or the Project in existence at the time of execution and delivery of this Lease.

13.5 PARTIAL INVALIDITY

If any term, article, paragraph, subparagraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the Landlord and Tenant agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

13.6 RELATIONSHIP OF PARTIES

Nothing in this Lease shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.

13.7 CONSTRUING THIS LEASE

The captions, article and paragraph names and numbers and table of contents appearing in this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this Lease and have no effect on its interpretation. All provisions of this Lease creating obligations on either party hereto shall be deemed to be and shall be construed as covenants. This Lease shall be read with all changes of gender or number required by the context. The parties acknowledge that each of them has had independent legal advice prior to signing this Lease.

13.8 WAIVERS

No supplement, amendment or waiver of or under this Lease shall be binding unless executed in writing by the party to be bound thereby and no waiver by a party of any provision of this Lease shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

13.9 GOVERNING LAW

This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario. Notwithstanding that the Lands are to be used for residential purposes, that parties agree and confirm that this Lease is not, and is not to be construed as, a residential lease or a lease subject to the *Residential Tenancies Act.* Nor is the relationship between the Landlord and the Tenant one that is subject to the *Residential Tenancies Act.* The parties confirm and agree that their relationship is solely commercial, that this Lease is a commercial lease, and that the law applicable to commercial tenancies applies to it, including without limitation, the *Commercial Tenancies Act* and the provisions of the common law and equity that are applicable to commercial tenancies.

13.10 NOTICES

Any notice, direction or other communication (each a "Notice") given regarding the matters contemplated by this Lease must be in writing, sent by personal delivery, courier, facsimile or by electronic mail and addressed:

to the Landlord at:

ATTN: WESTCAN CEDAR GROVE VILLAGES INC.

820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

and to the Tenant at:

ATTN: PORT ELGIN LIVING INC

820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

A Notice is deemed to be delivered and received (i) if sent by personal delivery, same-day service courier or electronic mail, on the date of delivery if it is a Business Day

and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day after it is sent, or (iii) if sent by facsimile, on the date of confirmation of transmission by the originating facsimile if such confirmation is received on a Business Day prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day after it is sent. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Nothing in this Section precludes the service of Notices by other means.

13.11 ARBITRATION

Wherever in this Lease it is provided that either or both parties may not unreasonably withhold its or their consent, agreement or approval (whether specifically or pursuant to paragraph 1.3) or that any decision, agreement or action of the parties or either of them is to be reasonable or not unreasonable, or where either or both parties must make any calculation and this Lease provides that such calculation must be reasonable, then if the parties fail to agree as to what is reasonable, the matter is hereby submitted to arbitration by a single arbitrator chosen by the parties, or if they do not agree, by an arbitrator appointed by each of them and a third chosen by the first two. The arbitration award shall be final and binding on the parties and not subject to appeal. Any award regarding the payment of money shall provide for interest on monies not paid or overpaid pending the resolution of the dispute. Except as provided above, the arbitration shall proceed in all respects in accordance with the provisions of the Ontario *Arbitration Act.*

Signatures on next page

IN WITNESS WHEREOF we have executed this Lease as at the date above first written attested by the hands of our proper authorized officers.

WESTCAN CEDAR GROVE VILLAGES INC.

By: _____

Name: Geoffrey Fulton

Title: President

We have authority to bind the Corporation

And: _____

Name:

Title:

We have authority to bind the Corporation

PORT ELGIN LIVING INC.

By: _____

Name: Geoffrey Fulton

Title: President

We have authority to bind the Corporation

And: _____

Name:

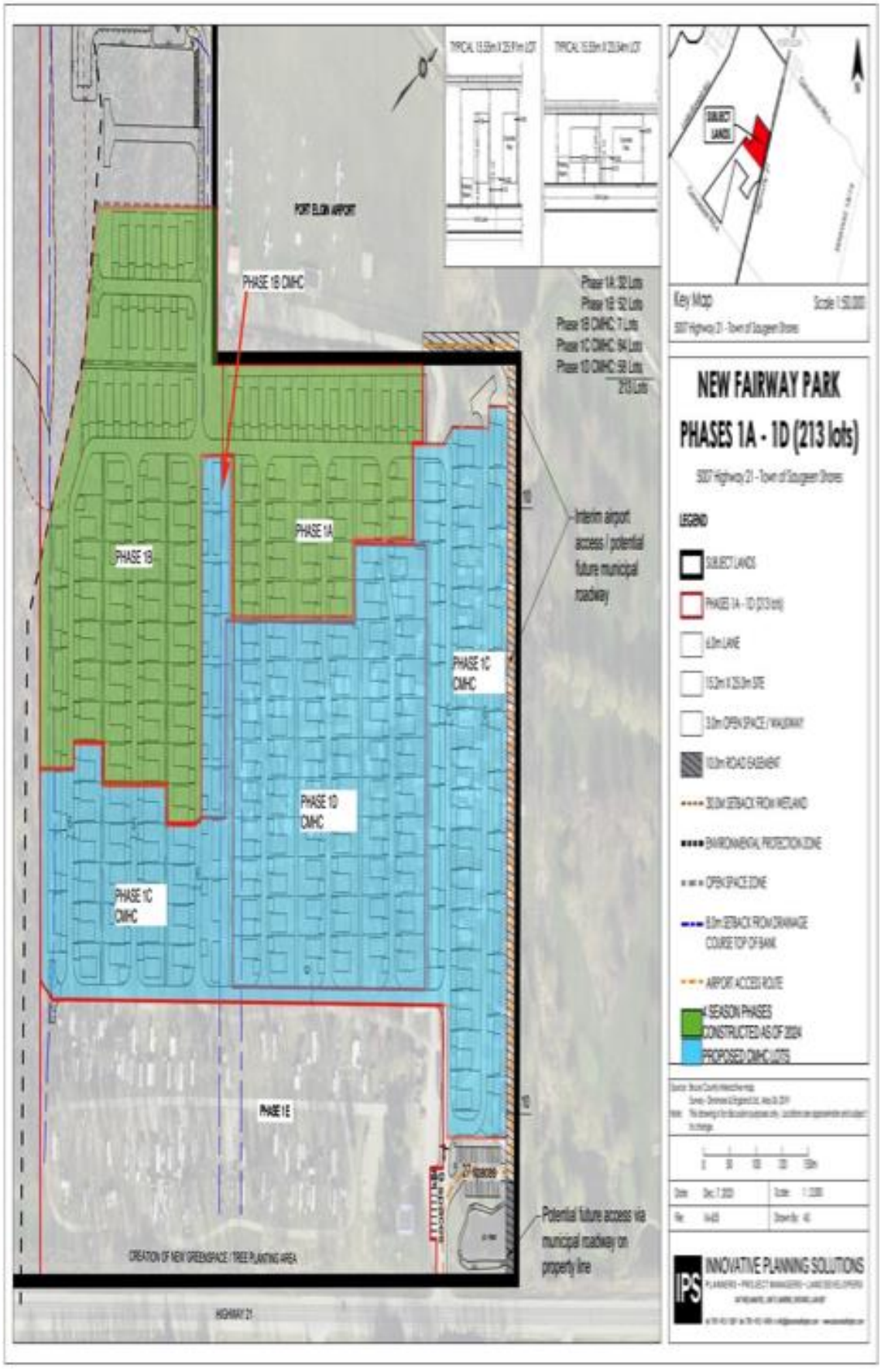
Title:

We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

The Lands and approximate boundaries are shown in blue on the attached plan. The final boundaries will be agreed by the parties prior to the start of the Term, subject to approval of CMHC, the Mortgagee, the Land Registry Office and all other relevant parties. The final boundaries will be embodied in a Reference-Plan to be deposited at the Land Registry Office for Bruce County (#3).


PORT ELGIN AIRPORT
PHASE 1B CMHC
PHASE 1A
PHASE 1B
PHASE 1C CMHC
PHASE 1D CMHC
PHASE 1C CMHC
PHASE 1E
CREATION OF NEW GREENSPACE / TREE PLANTING AREA
HIGHWAY 21
Interim airport access / potential future municipal roadway
Potential future access via municipal roadway on property line
Phase 1A: 32 Lots
Phase 1B: 52 Lots
Phase 1B CMHC: 7 Lots
Phase 1C CMHC: 94 Lots
Phase 1D CMHC: 58 Lots
213 Lots
SUBJECT LANDS
Key Map
NEW FAIRWAY PARK
PHASES 1A - 1D (213 lots)
LEGEND
SUBJECT LANDS
PHASES 1A - 1D (213 lots)
6.0m LANE
15.2m X 33.0m SITE
3.0m OPEN SPACE / WALKWAY
10.0m ROAD EASEMENT
30.0M SETBACK FROM WETLAND
ENVIRONMENTAL PROTECTION ZONE
OPEN SPACE ZONE
8.0m SETBACK FROM DRAINAGE COURSE TOP OF BANK
AIRPORT ACCESS ROUTE
4 SEASON PHASES CONSTRUCTED AS OF 2024
PROPOSED CMHC LOTS
INNOVATIVE PLANNING SOLUTIONS

SCHEDULE “B”

MULTI-PARTY AGREEMENT

THIS AGREEMENT made this 1st day of August, 2025

BETWEEN:

WESTCAN CEDAR GROVE VILLAGES INC., a corporation continued under the laws of the Province of Ontario

(hereinafter called the “Landlord”)

OF THE FIRST PART

AND:

PORT ELGIN LIVING INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the “Tenant”)

OF THE SECOND PART

– and – Tenant

THE •

(hereinafter called the “Leasehold Mortgagee”)

OF THE THIRD PART

WHEREAS by lease dated the 1st day of August, 2025 between the Landlord and the Tenant, the Landlord leased the lands described in Schedule “A” to the Tenant .

AND WHEREAS the Leasehold Mortgagee has agreed to finance the construction of a housing project which will contain affordable housing units on the Lands.

AND WHEREAS the Leasehold Mortgagee requires a mortgage of the leasehold interest in the said lands and the non-profit housing constructed thereon as security for the loan to the Tenant and as additional security requires that the parties hereto enter into this Agreement.

Witnesses that for good and valuable consideration and the mutual promises set out herein the parties hereto agree as follows:

DEFINITIONS

1(a) "Buildings" means all improvements constructed or to be constructed by the Tenant, its successors and assigns, on the lands described in Schedule "A" hereto.

(b) "Initial Mortgage Financing" means monies advanced by the Leasehold Mortgagee to a borrower from time to time for the construction of improvements on the lands described in Schedule "A.

(c) "Lands" means the lands described in Schedule "A" hereto and any improvements constructed thereon by the Landlord or its predecessors.

(d) "Lease" means the lease entered into between the Landlord and the Tenant dated the 1st day of August 2025 for the lands described in Schedule "A" hereto and, where applicable, any new lease entered into between the Landlord and the Leasehold Mortgagee for the said lands.

(e) "Leasehold Mortgage" means the mortgage(s) taken as security for the financing for constructing the improvements on the Lands and/or any subsequent mortgage on the Property which ranks first in priority.

(f) "Leasehold Mortgagee" means the holder of the mortgage on the Property which ranks first in priority.

(g) "Property" means the Buildings and the leasehold interest in the Lands.

(h) "Reimbursement Rent" means municipal real estate taxes, school taxes, local improvement charges, water rates and utility charges paid by the Landlord and the Tenant's actual cost of insurance premiums, maintenance and repairs that are the responsibility of the Tenant.

TERM OF THE AGREEMENT

2. The provisions of this Agreement shall apply throughout the term of the Lease whenever there is a Leasehold Mortgage.

3. In the event of the Leasehold Mortgagee exercising its right to foreclose pursuant to the Leasehold Mortgage or otherwise acquiring the Property the provisions of this Agreement shall continue to apply.

ACKNOWLEDGMENT OF THE LANDLORD

4. The Landlord consents to the Leasehold Mortgage and acknowledges receipt of a copy thereof.

LEASEHOLD MORTGAGE

5. The Landlord shall enter into an agreement with any tenant and the Leasehold Mortgagee on the same terms and conditions as this Agreement, at the option of the Leasehold Mortgagee.

6. The Leasehold Mortgagee shall be entitled to enforce any provisions of the Leasehold Mortgage and exercise any rights thereunder without the consent of the Landlord.

ENFORCEMENT OF LEASE

7. The Leasehold Mortgagee shall have the right to perform any obligation or remedy any default of the Tenant under the Lease.

8. The Leasehold Mortgagee shall be entitled to enforce as against the Landlord all provisions of the Lease, as if it were a party to the Lease, either in the name of the Tenant or on its own behalf, including the right to bring injunctive relief if applicable.

9. The Tenant shall, at the option of the Leasehold Mortgagee, assign to the Leasehold Mortgagee any right which the Tenant may have pursuant to the Lease to appoint an arbitrator and the Landlord hereby consents to any such assignment.

NON-AMENDMENT OF LEASE

10. The Lease shall not be modified or amended without the express written consent of the Leasehold Mortgagee and no such modification or amendment shall have any force and effect without such consent.

NOTICE OF DEFAULT UNDER THE LEASE

11. The Landlord shall provide to the Leasehold Mortgagee notice of any default by the Tenant under the Lease in the same form and at the same time as notice of said default is delivered to the Tenant.

NON-TERMINATION

12. The Landlord will not exercise any right, option or privilege to terminate the Lease or re-enter the Lands for any reason whatsoever and the Lease shall not terminate except with the prior written consent of the Leasehold Mortgagee.

13. The bankruptcy, insolvency or reorganization of the Tenant or the appointment of an assignee for the benefit of creditors, or a receiver, shall not in itself be deemed a breach of the Lease.

NEW LEASE

14. In the event of any default by the Tenant and upon the Leasehold Mortgagee consenting to a termination of this Lease or in the event of termination of this Lease by operation of law, the Landlord shall, at the option of the Leasehold Mortgagee, enter into a new lease of the Lands with the Leasehold Mortgagee for the remainder

of the term hereof, with the same priority as this Lease and upon the same terms and provisions, save and except that there shall be no provision for the payment of rent of any nature or kind other than Reimbursement Rent.

15. Any such new lease and the leasehold estate thereby created shall continue to maintain the same priority as this Lease with regard to any mortgage of the Lands or any other lien, charge or encumbrance thereon created by or against the Landlord.

16. The Landlord shall enter into an agreement with any tenant and the Leasehold Mortgagee of the leasehold estate created by any new lease, on the same terms and conditions as this Agreement, at the option of the Leasehold Mortgagee.

17. If the Leasehold Mortgagee exercises its option to require a new lease, the Leasehold Mortgagee shall covenant to rectify any curable default, but in no circumstances shall the failure of the Leasehold Mortgagee to rectify a default relieve the Landlord of the obligation to provide a new lease or result in termination of the Lease.

RIGHT TO MORTGAGE OR CHARGE THE LANDS

18. The Landlord shall not mortgage, charge or pledge the Lands, either by way of fixed and specific charge or floating charge or otherwise unless it shall first obtain an agreement from the mortgagee, chargee or pledgee, as the case may be, acknowledging the priority and validity of the Lease and acknowledging that any new lease entered into pursuant to the Lease will have the same priority and validity as the Lease.

19. The Tenant shall have the right to mortgage the Property and shall have the right to extend, modify, renew or replace the Leasehold Mortgage, provided that the total principal amount of all mortgages of the Property shall not exceed the principal amount of the Initial Mortgage Financing outstanding at the time of said renewal or replacement.

TRANSFER OF THE FREEHOLD INTEREST

20. The Landlord shall require any purchaser of the Lands or any interest therein to enter into an agreement with the Tenant and the Leasehold Mortgagee on the same terms and conditions as this Agreement.

21. Any sale of the Lands or any interest therein by the Landlord shall be conditional upon the purchaser entering into an agreement with the Tenant and the Leasehold Mortgagee on the same terms and conditions as this Agreement.

TRANSFER OF THE LEASEHOLD INTEREST

22. No restriction on assignment or subletting of the Lease by the Tenant applies to any assignment or sublet of the Lease to any Leasehold Mortgagee or to any assignment

or sublet of the Lease by the Leasehold Mortgagee. The Leasehold Mortgagee shall have no further liability under the Lease after the assignment or sublet by it.

23. No surrender of the Lease by the Tenant shall be valid unless consented to in writing by the Leasehold Mortgagee, nor shall there be any merger of the freehold and leasehold estates without the prior written consent of the Leasehold Mortgagee.

IMPROVEMENTS

24. The Landlord hereby covenants with the Tenant that the Tenant shall have the absolute and unqualified right to construct upon the Lands such improvements and structures and to make such renovations or repairs to the Property as the Tenant in its absolute discretion may decide.

25. In the event that the Tenant is required to enter into development, site plan, or any similar or related agreements (including agreements pursuant to Section 40 of the Planning Act) with, or to transfer part of the Lands or grant easements to any governmental authorities and/or public or private utilities to service the Lands, the Landlord shall upon written notice deliver consents to or execute any such agreement, transfer and/or grant of easement without requiring payment as consideration therefor. The Landlord shall consent to any rezoning or official plan amendment required by the Tenant in order to utilize the Lands.

26. Notwithstanding any rule of law as to the vesting of the title and ownership of the Buildings in the Landlord as owner of the freehold interest in the Lands, the Landlord hereby acknowledges that the Buildings shall belong to and be owned by the Tenant until the term of the Lease has expired. Upon the Leasehold Mortgagee entering into a new lease, the Landlord shall transfer to the Leasehold Mortgagee all of its interest in the Buildings.

EXPROPRIATION AND INSURANCE PROCEEDS

27. The Leasehold Mortgagee shall have the right, in priority to the Tenant, to recover all expropriation proceeds awarded to the Tenant with respect to the Property to the extent of any amounts owing on its Leasehold Mortgage. In the event of there being insufficient proceeds to recover the amount owing on its Leasehold Mortgage, the Leasehold Mortgagee shall have the right in priority to the Landlord to recover all expropriation proceeds awarded to the Landlord with respect to the Lands to the extent of the deficiency.

28. The Leasehold Mortgagee shall have the right, in priority to the Landlord and/or the Tenant, to recover all insurance proceeds awarded or payable to either the Landlord and/or the Tenant under any insurance policies with respect to the Property.

29. The Landlord and the Tenant agree to cause all insurance policies with respect to the Property to be payable solely to the Leasehold Mortgagee.

30. The Leasehold Mortgagee may elect to have the insurance monies applied in reinstatement of the Property or towards payment of the amount owing on its Leasehold Mortgage whether due or not, provided that:

    (a) where the Leasehold Mortgagee is not the original Leasehold Mortgagee, the election to have the insurance proceeds applied towards payment of the amount owing on its Leasehold Mortgage may only be made where the damage or destruction to the Property is greater than 25 percent of its insurable value;

    (b) any surplus insurance proceeds after payment of the amount owing on the Leasehold Mortgage shall be applied as follows:

        (i) first, towards clearing and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;

        (ii) second, to the Landlord and the Tenant in accordance with their interests in the Property.

FORECLOSURE

31. In the event of the Leasehold Mortgagee exercising its right to foreclose pursuant to the Leasehold Mortgage or otherwise acquiring the Property, the following provisions shall apply notwithstanding any other provisions contained in the Leasehold Mortgage Section. For the purposes of this Foreclosure section the term "Leasehold Mortgagee" shall mean the Leasehold Mortgagee in its capacity as tenant under the Lease.

32. The Lease shall not be modified or amended without the express written consent of the Leasehold Mortgagee and no such modification or amendment shall have any force and effect without such consent.

33. The Landlord will not exercise any right, option or privilege to terminate the Lease or re-enter the Lands for any reason whatsoever and the Lease shall not terminate except with the prior written consent of the Leasehold Mortgagee.

34. The Landlord shall not mortgage, charge or pledge the Lands, either by way of fixed and specific charge or floating charge or otherwise unless it shall first obtain an agreement from the mortgagee, chargee or pledgee, as the case may be, acknowledging the priority and validity of the Lease and acknowledging that any new lease entered into pursuant to the Lease will have the same priority and validity as the Lease.

35. The Landlord shall enter into an agreement with the Leasehold Mortgagee, on the same terms and conditions as this Agreement, at the option of the Leasehold Mortgagee.

36. The Landlord shall require any purchaser of the Lands or any interest therein to enter into an agreement with the Leasehold Mortgagee on the same terms and conditions as this Agreement. Any sale of the Lands by the Landlord shall be conditional upon the purchaser entering into the said agreement.

37. No restriction on assignment or subletting of the Lease by the Tenant applies to any assignment or sublet of the Lease by the Leasehold Mortgagee. The Leasehold Mortgagee shall have no further liability under the Lease after an assignment or sublet by it.

38. The Leasehold Mortgagee shall have the right to terminate the Lease on three months' written notice to the Landlord without the payment of compensation of any kind and the Landlord shall accept the Property in the condition it was in at the time the said notice was given.

39. The Leasehold Mortgagee shall be entitled to require the Landlord to enter into a new lease of the Lands in accordance with the New Lease provisions of this Agreement.

40. The Leasehold Mortgagee shall have the right in priority to the Landlord to recover all expropriation proceeds awarded to the Landlord with respect to the Lands to the extent of any amounts owing on its Leasehold Mortgage at the time of the final order of foreclosure or acquisition of the Property.

41. The Leasehold Mortgagee shall have the right in priority to the Landlord to recover all insurance proceeds awarded or payable to the Landlord under any insurance policies with respect to the Property.

42. The Landlord agrees to cause all insurance policies with respect to the Property to be payable solely to the Leasehold Mortgagee.

43. The Leasehold Mortgagee may elect to have the insurance monies applied in reinstatement of the Property or towards payment of the amount outstanding on its Leasehold Mortgage as of the date of the final order of foreclosure or acquisition of the Property provided that:

    (a) where the Leasehold Mortgagee is not the original Leasehold Mortgagee, the election to have the insurance proceeds applied towards payment of the amount outstanding on its Leasehold Mortgage as of the date of the final order of foreclosure or acquisition of the Property may only be made where the damage or destruction to the Property is greater than 25 percent of its insurance value;

    (b) any surplus insurance proceeds after payment of the said amount outstanding shall be applied as follows:

(i) first, towards clearing and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;

(ii) second, to the Landlord and the Leasehold Mortgagee in accordance with their interests in the Property.

44. Whenever not the original Leasehold Mortgagee is the Leasehold Mortgagee, there shall be no obligation on the Leasehold Mortgagee to obtain and maintain insurance policies with respect to the Property.

GENERAL PROVISIONS

45. Where rent is payable in advance for a term of years, there shall be no further rent of any nature or kind payable during the term of the Lease save and except for Reimbursement Rent.

46. If the Leasehold Mortgagee exercises its right to foreclose or otherwise enters into or becomes entitled to possession of the Property pursuant to the Leasehold Mortgage or the Lease, the Leasehold Mortgagee shall not be bound by any provisions of the Lease which restrict the use of the Property.

47. Whenever the consent or approval of the Leasehold Mortgagee (including in its capacity as a tenant following a foreclosure or acquisition of the Property) is required pursuant to the Lease, the Leasehold Mortgagee may give or withhold its consent or approval for any reason that it may see fit in its sole and absolute discretion, and the Leasehold Mortgagee shall not be liable to the Landlord or the Tenant in damages or otherwise for its failure, refusal or delay in giving or withholding such consent or approval. The Landlord or the Tenant shall make written request for any consent or approval of the Leasehold Mortgagee and shall supply any information requested by the Leasehold Mortgagee. Any consent provided by the Leasehold Mortgagee shall not be valid unless in writing.

48. The Landlord agrees to provide the Leasehold Mortgagee, upon ten (10) days' written notice, with a certificate confirming the status of the Lease, in the form as required by the Leasehold Mortgagee.

49. The Landlord and/or the Tenant shall provide to the Leasehold Mortgagee any notice given pursuant to the Lease or this Agreement in the same form and at the same time as notice is given to the Tenant and/or the Landlord as the case may be.

50. The obligations of the parties pursuant to this Agreement shall survive any termination of the Lease.

51. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing, sent by personal delivery, courier, facsimile or by electronic mail and addressed:

to the Landlord at:

and to the Tenant at:

PORT ELGIN LIVING INC.

820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

to the Leasehold Mortgagee at:

52. A Notice is deemed to be delivered and received (i) if sent by personal delivery, same-day service courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day after it is sent, or (iii) if sent by facsimile, on the date of confirmation of transmission by the originating facsimile if such confirmation is received on a Business Day prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day after it is sent. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Nothing in this Section precludes the service of Notices by other means.

53. Whenever the term the Landlord, the Tenant or Leasehold Mortgagee is referred to in this Agreement, it shall be interpreted as including their respective successors and assigns.

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

55. Where the context of this Agreement so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing the masculine gender shall include the feminine and neuter genders.

56. Titles in this Agreement are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of this Agreement.

57. The provisions of this Agreement shall have effect, notwithstanding any statute to the contrary.

58. If any provision of this Agreement should be found by a Court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and this Agreement shall remain in full force and effect without such provision.

59. Time shall be of the essence.

IN WITNESS WHEREOF we have executed this Agreement as at the date above first written attested by the hands of our proper authorized officers.

WESTCAN CEDAR GROVE VILLAGES INC.

By: _____
Name: Geoff Fulton
Title: President
We have authority to bind the Corporation

And: _____
Name:
Title:
We have authority to bind the Corporation

PORT ELGIN LIVING INC.

By: _____
Name: Geoff Fulton
Title: President
We have authority to bind the Corporation

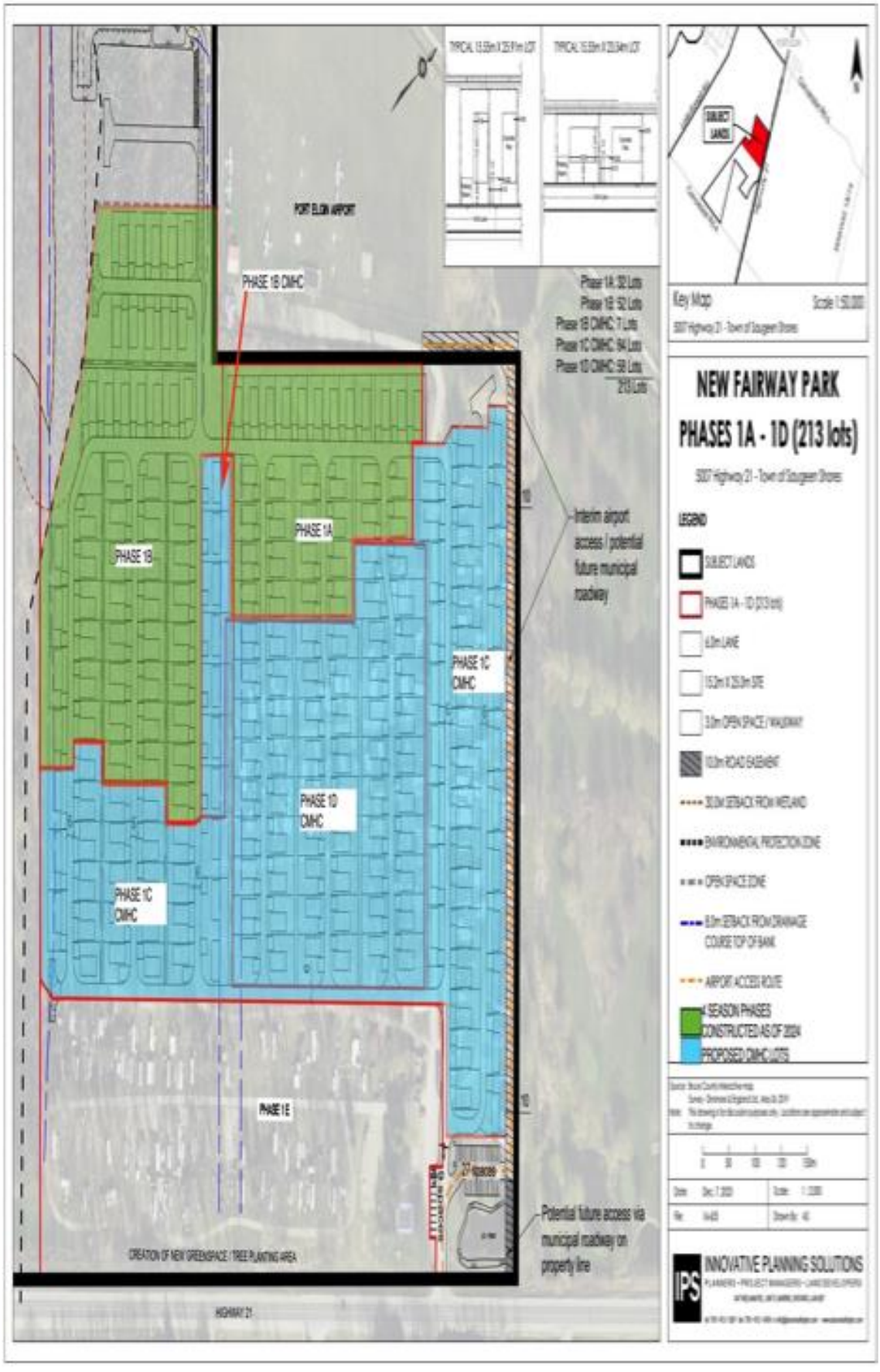
And: _____
Name:
Title:
We have authority to bind the Corporation
Title:
We have authority to bind the Corporation

SCHEDULE "A"

TO THE MULTI-PARTY AGREEMENT

LEGAL DESCRIPTION OF THE LANDS

The Lands and approximate boundaries are shown in blue on the attached plan. The final boundaries will be agreed by the parties prior to the start of the Term, subject to approval of CMHC, the Mortgagee, the Land Registry Office and all other relevant parties. The final boundaries will be embodied in a Reference-Plan to be deposited at the Land Registry Office for Bruce County (#3).


PORT ELGIN AIRPORT
PHASE 1B CMHC
PHASE 1A
PHASE 1B
PHASE 1C CMHC
PHASE 1D CMHC
PHASE 1C CMHC
PHASE 1E
Interim airport access / potential future municipal roadway
Potential future access via municipal roadway on property line
CREATION OF NEW GREENSPACE / TREE PLANTING AREA
HIGHWAY 21
Phase 1A: 32 Lots
Phase 1B: 52 Lots
Phase 1B CMHC: 7 Lots
Phase 1C CMHC: 94 Lots
Phase 1D CMHC: 58 Lots
213 Lots
Key Map
NEW FAIRWAY PARK
PHASES 1A - 1D (213 lots)
LEGEND
SUBJECT LANDS
4 SEASON PHASES CONSTRUCTED AS OF 2024
PROPOSED CMHC LOTS
INNOVATIVE PLANNING SOLUTIONS

SCHEDULE "C"

DEVELOPMENT AND CONSTRUCTION PROVISIONS

Where there is any conflict between the provisions of this Schedule and the other provisions of this Lease, the provisions of this Schedule shall govern

LANDLORD'S WORK

1. The Landlord shall have no responsibility or liability for any work on the Lands. The Tenant has conducted its own inspections, tests and surveys and accepts the Lands in "as-is" condition.

2. The Landlord shall in accordance with its agreements with the relevant provincial and municipal authorities and other bodies take all necessary steps to provide

   (a) access to the Lands from a public roadway;

   (b) access to municipal water and sewage disposal at the property line of the Lands for hookup by the Tenant's forces;

   (c) availability of hydro-electric power and telephone lines near the property line for hookup by the tenant's forces.

TENANT'S WORK

3. The Tenant shall develop and construct a rental housing project on the Lands that includes affordable housing units and having approximately ••• residential units, together with parking spaces and ancillary office and amenity space

4. Prior to starting construction the Tenant shall arrange for professional preparation of all necessary plans, drawings, specifications and other detailing for servicing the Lands and construction on the Lands. These plans shall be subject to approval by the Funding Authority, the Mortgagee and the Landlord and when so approved shall constitute the "Plans" as defined in the Lease.

5. Prior to starting construction of each part of the work the Tenant will provide evidence satisfactory to the Landlord that the Tenant has obtained at its expense, all necessary consents, permits and licences from all appropriate governmental and regulatory authorities. Should the Tenant fail to obtain any such required consent, permit or licence, the Landlord may, but shall not be obligated to, obtain it on behalf of the Tenant, and the cost or expense incurred by the Landlord shall be payable by the Tenant as Additional Rent forthwith on demand.

6. Provide evidence satisfactory to the Landlord of the Tenant's work schedule for the completion of the Tenant's Work.

7. Provide to the Landlord a clearance certificate issued under the Workplace Safety & Insurance Act in respect of each contractor and sub-contractor who is proposed to do any Tenant's Work.

8. For the purposes of the Ontario *Occupational Health and Safety Act*, the Tenant shall be designated as the constructor in respect of the performance of the Tenant's work and shall assume the responsibilities of a constructor set out in that Act and in any regulations made pursuant thereto.

9. The Landlord shall notify the Tenant when it has approved the Plans. The Tenant shall thereafter immediately and continuously proceed to complete the Tenant's Work in a good and workerlike manner using new materials, the whole to the Landlord's satisfaction and in conformity with the Design Criteria and the Plans. Mediocre or inferior materials or workmanship shall be replaced by materials or workmanship of first class quality, to the Landlord's satisfaction upon demand by the Landlord.

10. The Tenant shall comply with and cause its contractors and sub-contractors, tradesmen and suppliers to comply with all the provisions of the Design Criteria, this Schedule and good construction practices and conditions such as safety, security and hours of work, etc.

11. If there is a delay which results in the Landlord's Work not being completed on schedule, the Tenant shall and does hereby release the Landlord from all costs, expenses, claims, losses and damages (direct, indirect, consequential or otherwise) which may be suffered or incurred by the Tenant as a result of the delay, whether or not caused or contributed to by the acts, omissions or negligence of the Landlord or those for whom the Landlord is in law responsible.

12. In the performance of the Tenant's Work the Tenant shall: (a) Comply with the Environmental Management Plan; (b) Comply with all applicable laws, building codes, permits and approvals for such work as well as the requirements of the Landlord's insurers. If the Tenant is in default in its compliance with any applicable laws, by-laws, building codes, permits or approvals from any governmental or other authority having jurisdiction, or the requirements of the Landlord's insurers, and the Tenant does not correct any such default within the time period required by any such authority or insurer, the Landlord may (but shall not be obligated to) cure such default, and all charges and costs incurred by the Landlord, plus a supervision fee of 15% of the costs and charges incurred by the Landlord, shall be paid by the Tenant as Additional Rent forthwith on demand. The Tenant hereby consents to every governmental authority releasing to the Landlord and its solicitors any and all details of outstanding work orders or deficiency notices affecting the Ground Floor Premises.

13. The Tenant shall retain on the Lands, at all times when the Tenant's Work is being performed, one set of the Plans with the Landlord's approval endorsed thereon.

14. If, at any time during the performance of the Tenant's Work, the Landlord, acting reasonably, is not satisfied that the performance of the Tenant's Work or any part thereof is being conducted in accordance with this Lease, or should any governmental authority issue or threaten to issue any work order or order of non-compliance, the Landlord may deliver to the Tenant notice in writing setting forth particulars of the deficiency or other cause of dissatisfaction, which deficiency or cause of dissatisfaction the Tenant shall forthwith repair or rectify in accordance with this Section at its own expense.

This is Exhibit "G" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Consideration

Consideration $1,935,000.00

Party From(s)

Name WESTCAN CEDAR GROVE VILLAGES INC.
Address for Service 820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

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

Party To(s) | Capacity | Share

Name PORT ELGIN LIVING INC. Registered Owner
Address for Service 820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

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.

Term: Fifty-five (55) years Expiry date: 2080/03/31

Signed By

Gerald Bruce Lewis 401-160 John St.
Toronto
M5V 2E5
acting for Party From(s) Signed 2025 03 31

Tel 416-598-4357
Email

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

Submitted By

LEWIS & COLLYER 401-160 John St.
Toronto
M5V 2E5
2025 03 31

Tel 416-598-4357
Email

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Provincial Land Transfer Tax	$35,175.00
Total Paid	$35,245.90

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 33246 - 0625 PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

BY: WESTCAN CEDAR GROVE VILLAGES INC.

TO: PORT ELGIN LIVING INC. Registered Owner

1. GEOFFREY FULTON

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) (_) above.
- ☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for PORT ELGIN LIVING INC. described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. **The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$1,935,000.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$1,935,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$1,935,000.00

6. Other remarks and explanations, if necessary.

1. b) Consideration (d) - Fair Market Value of land for the following reason:

2. c) This is a lease which can exceed 50 years

3. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

4. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

5. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".

6. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

7. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

8. I acknowledge that the personal information collected in the provincial land transfer tax statements provided in this conveyance is being collected by the Ministry of Finance under the authority of the Land Transfer Tax Act, R.S.O. 1990, c. L.6, as amended ("the Act"), and that the personal information may be used for purposes of the administration or enforcement of the Act, other tax statutes, and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. (Note: Personal information collected under section 5.0.1 of the Act that accompanies this conveyance can be used only to administer and enforce the Act. De-identified data collected under section 5.0.1 can be used to compile statistical information and develop and evaluate economic, tax and fiscal policy.)

PROPERTY Information Record

A. Nature of Instrument: Notice Of Lease
LRO 3 Registration No. BR212996 Date: 2025/03/31

B. Property(s): PIN 33246 - 0625 Address 5007 HIGHWAY 21 PORT ELGIN Assessment Roll No 4110440 - 00118700

C. Address for Service: 820 28 St NE #6, Calgary, AB T2A 6K1
ayesha@national-research.com

D. (i) Last Conveyance(s): PIN 33246 - 0625 Registration No. R218038

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☑ No ☐ Not known ☐

E. Tax Statements Prepared By: Gerald Bruce Lewis

LAND TRANSFER TAX STATEMENTS

401-160 John St.
Toronto M5V 2E5

This is Exhibit “H” referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Innovation, Science and Economic Development Canada
Corporations Canada

Innovation, Sciences et Développement économique Canada
Corporations Canada

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2025-12-19 3:32 PM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name		**Dénomination**
	Institutional Mortgage Capital Canada Inc.	
Corporation number	765867-2	**Numéro de société ou d'organisation**
Business number	817511223RC0001	**Numéro d'entreprise**
Governing legislation		**Régime législatif**
	Canada Business Corporations Act (CBCA) - 2010-09-24	
	Loi canadienne sur les sociétés par actions (LCSA) - 2010-09-24	
Status		**Statut**
	Active	
	Active	

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

199 Bay Street, Suite 1900, Commerce Court West, Box 271
Toronto ON M5L 1E9
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	09-24	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	09-24 to/au 11-23	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Filed	2025	Déposé
Filed	2024	Déposé
Filed	2023	Déposé

Date of last annual meeting (YYYY-MM-DD)	2025-08-01	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type	**Type**
Non-distributing corporation with 50 or fewer shareholders	
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	**Nombre minimal**
Maximum number	10	**Nombre maximal**
Current number	4	**Nombre actuel**

Robert J. Fitzpatrick	199 Bay Street, Suite 1900, Commerce Court West, Box 271, Toronto ON M5L 1E9, Canada
Darren Michael Schmidt	199 Bay Street, Suite 1900, Commerce Court West, Box 271, Toronto ON M5L 1E9, Canada
Douglas J. Klaassen	199 Bay Street, 5300 Commerce Court West, Toronto ON M5L 1B9, Canada
John Ho	199 Bay Street, Suite 1900, Commerce Court West, Box 271, Toronto ON M5L 1E9, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2025-10-07	**(AAAA-MM-JJ) Dernière mise à jour**
Current	1	**Actuel**

John Ho

Address for service	**199 Bay Street, Commerce Court West, Toronto, Ontario, M5L 1E9, Canada**	**Adresse aux fins de signification**
Type of interest or control	Owns, controls or directs 25% or more of shares / Possède, contrôle ou gère 25 % ou plus des actions	**Type d'intérêt ou de contrôle**
This individual holds the shares	Indirectly / Indirectement	**Ce particulier détient les actions**
This individual is an individual with significant control over the corporation	Individually / Individuellement	**Ce particulier possède un contrôle important de la société**
This individual holds	At least 25% and up to 50% of the shares / Au moins 25 % et jusqu'à 50 % des actions	**Ce particulier détient**
Start date (YYYY-MM-DD)	2010-09-24	**(AAAA-MM-JJ) Date de début**

CORPORATE HISTORY	HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) **Historique de la dénomination**
2010-09-24 to present / à maintenant	Institutional Mortgage Capital Canada Inc.
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) **Certificats émis**
Certificate of Continuance Previous jurisdiction: Ontario	2010-09-24 Certificat de prorogation Juridiction précédente : Ontario
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) **Documents déposés**

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

This is Exhibit "I" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Ontario

Ministry of Public and Business Service Delivery
Ministère des Services au public et aux entreprises

Declaration of an Ontario Limited Partnership

Déclaration d'une société en commandite de l'Ontario

Limited Partnerships Act

Loi sur les sociétés en commandite

IMC LIMITED PARTNERSHIP

Firm Name / Raison sociale

190627109

Business Identification Number / Numéro d'identification d'entreprise

This is to certify that the above named limited partnership declaration has been filed under the laws of the Province of Ontario.

La présente vise à attester que la déclaration de la raison sociale de la société en commandite citée ci-dessus a été déposée conformément aux règles de droit de la province de l'Ontario.

Declaration Date: June 17, 2009

Date de déclaration: 17 juin 2009

Expiry Date: June 13, 2029

Date d'expiration: 13 juin 2029

V. Quintanilla W.

Registrar / Registrateur
Limited Partnerships Act / Loi sur les sociétés en commandite

This certificate is not complete without the Declaration Information.

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

V. Quintanilla W.

Director/Registrar

Le présent certificat n'est pas complet sans les renseignements afférents à la déclaration.

Copie certifiée conforme du dossier du ministère des Services au public et aux entreprises.

V. Quintanilla W.

Directeur ou registrateur

Ontario

Ministry of Public and
Business Service Delivery

Declaration Information

Type of Filing:
Renewal of an Ontario Limited Partnership Declaration

Firm Name:
IMC LIMITED PARTNERSHIP

Business Identification Number (BIN):
190627109

Address of Principal Place of Business:
199 Bay Street, Commerce Court West, Box 271, 1900, Toronto, Ontario, M5L 1E9, Canada

Activity (NAICS Code):
551 - Management of companies and enterprises

Declaration Date:
March 14, 2024

Expiry Date:
June 13, 2029

Number of General Partners:
1

The Declaration Information is not complete without the Declaration Certificate.
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar, Ministry of Public and Business Service Delivery

General Partner(s):

Name: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., OCN: 2199092, Address for Service: 199 Bay Street, Commerce Court West, Box 271, 1900, Toronto, Ontario, M5L 1E9, Canada

The Declaration Information is not complete without the Declaration Certificate.
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar, Ministry of Public and Business Service Delivery

This is Exhibit "J" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

IMC INSTITUTIONAL MORTGAGE CAPITAL

TD Centre, TD North Tower, 77 King Street West
Suite 4120, P.O. Box 117, Toronto, ON M5K 1G8

May 22, 2020

Westcan Cedar Grove Villages Inc.
3754 Concession Road 5
Adjala-Tosorontio, ON
L0G 1L0

Attention: David McDonald

Re: Villages of Port Elgin - Second Mortgage Loan

Dear Sirs:

Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (the "Lender") offers to make a second mortgage loan (the "Loan") to Westcan Cedar Grove Villages Inc. (the "Borrower") on and subject to the terms and conditions set out in this letter and the attached Schedules (collectively, the "Commitment").

A. BUSINESS TERMS

Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario, including all related improvements, leases, rents and other personal property (as defined in the Loan documents, collectively, the "Property").
Loan Amount:	$2,250,000 (the "Loan Amount").
Term:	15 months from the Interest Adjustment Date (the "Term"), the last day of which is the maturity date (the "Maturity Date").
Interest Adjustment Date:	The first day of the calendar month following the Loan advance (or if advanced on the first day of a month, the date of the Loan advance).
Amortization:	Interest only.
Closing:	June 1, 2020. The Loan must be fully advanced on or before June 12, 2020 (the "Commitment Expiry Date"), subject to the terms and conditions of this Commitment.
Interest Accrual Period:	Each calendar month of the Term, provided that the first Interest Accrual Period shall mean the period from and including the advance of the Loan to the last day of the same calendar month.
Interest Rate:	The Interest Rate for each Interest Accrual Period will be set by the Lender on the last business day of the immediately preceding calendar month (or for the initial Interest Accrual Period, at the time of the advance of the Loan) based on the formula set out below. The determination of the Interest Rate by the Lender for each Interest Accrual Period shall be final and binding on the Borrower absent manifest error. For each Interest Accrual Period during the Term (other than the final 3 Interest Accrual Periods), the Interest Rate will be the greater of (a) the annual prime rate of interest announced, quoted or charged from time to time by TD Canada Trust, at its head office location in Toronto, as a reference rate then in effect for determining interest rates on

	Canadian dollar commercial loans made by TD Canada Trust to Canadian customers (the "Prime Rate") plus 9.30%, and (b) 11.75%. For each of the final 3 Interest Accrual Periods of the Term and each month thereafter until all outstanding Loan indebtedness is paid in full (the "Step-Up Date"), the Interest Rate will be the greater of (a) the Prime Rate plus 11.30%, and (b) 13.75% (the "Adjusted Rate"). Interest will be compounded and payable monthly not in advance.
Recourse:	The Lender shall have full recourse to the Borrower for all Loan obligations.
Guarantor:	Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership, Michael John Geoffrey Fulton (collectively, the "Guarantor") will guarantee all Loan obligations.
Indemnitor:	The Borrower and the Guarantor (collectively, the "Indemnitor") will provide an indemnity to the Lender and certain related persons for, among other things, fraud, environmental matters, misrepresentation and misappropriation of funds, in the Lender's standard form.
Beneficial Owner:	Westcan Cedar Grove Limited Partnership is the sole beneficial owner of the Property (the "Beneficial Owner").
Capital Reserve:	On Loan closing, the Borrower shall establish an immediate capital reserve in the amount of $500,000 to be deducted from the Loan proceeds and held by the Lender or the Lender's Loan servicer in accordance with Schedule "A" hereof.
Maximum Combined LTV:	At the time of the advance of the Loan, the combined LTV of both the first mortgage loan and the Loan must not to exceed 70% of the appraised value of the Property.
Minimum Combined DSCR:	At the time of the advance of the Loan, the combined Debt Service Coverage Ratio ("DSCR") of both the first mortgage loan and the Loan must not be less than 1.00x of underwritten cash flow (as determined by the Lender), including the Interest Reserve.
Payments:	Interest payments shall be on the first day of each month and shall be calculated monthly, not in advance, on the basis of the actual number of days in each month on the outstanding Loan balance and shall be paid by automatic debit. For the period following the Step-Up Date, the amount of each monthly interest payment will be reset by the Lender (or its Loan servicer) based on the Adjusted Rate. All outstanding Loan indebtedness is due and payable to the Lender in full on the maturity date.
Prepayment:	The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, subject to the Borrower providing 60 days' prior written notice or payment of 60 days' interest in lieu of such notice, and subject to payment by the Borrower to the Lender of the prepayment charge and other amounts required under the Loan. If such prepayment occurs at any time prior to the applicable Minimum Interest Amount having been paid to the Lender in full, the Borrower must concurrently pay to the Lender, in addition to all other Loan indebtedness being prepaid, a prepayment charge equal to that portion of the applicable Minimum Interest Amount that remains unpaid at that time (the "Prepayment Charge"). Such Prepayment Charge will be fully earned by the Lender on such prepayment being made. "Minimum Interest Amount" means, in respect of any prepayment, a total amount of interest paid to the Lender under the Loan prior to such prepayment of not less than $132,188.
Prepayment Requires Full Month's Interest:	If any prepayment of the Loan permitted herein is made on a date which is not the first day of a month, the Borrower must pay to the Lender an amount equal to all interest that would have accrued on the Loan (absent such prepayment) at the applicable interest rate up to and including the next regularly scheduled payment date, in addition to all other outstanding Loan indebtedness.
Fees:	The following fees will be payable by the Borrower:

(a) An application fee in the amount of $16,875 payable to, and fully earned by, the Lender, which is fully earned and non-refundable in all circumstances and whether or not the Loan closes (receipt acknowledged).

(b) A commitment fee in the amount of $45,000 payable to the Lender, which fee is payable and fully earned and non-refundable in all circumstances upon issuance of this Commitment and whether or not the Loan closes, subject only to default by the Lender. The commitment fee is immediately payable by cheque, bank draft or wire transfer as follows:

Beneficiary Name:	IMC Limited Partnership
Beneficiary Address:	TD Centre, TD North Tower, 77 King Street West, Suite 4120, Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5278974.

(c) An annual loan administration fee in the amount of $2,500 plus applicable taxes payable to the Lender's Loan servicer on each anniversary of the interest adjustment date until all Loan indebtedness is repaid in full.

Subordinate Liens: No subordinate mortgages, liens, charges or other financial encumbrances or security interests are permitted in respect of the Property (including without limitation, financing leases or other security in respect of any fixtures, furniture, equipment or other personal property) at any time without the prior written consent of the Lender acting reasonably, save and except for Permitted Third-Party Financing. "Permitted Third-Party Financing" means: (a) the leasing or financing of any manufactured home or park mobile unit (collectively, the "Manufactured Homes") by the owner(s) thereof who are not a Borrower Entity; and (b) the leasing or financing of Manufactured Home in the ordinary course of the Borrower's business of owning and operating the Property but only if and so long as (i) the Manufactured Homes are not permanently affixed to the Property and are readily replaceable without material interference or interruption to the operation of the Property taken as a whole, (ii) such lease and/or financing is secured only by the Manufactured Homes, and (iii) the aggregate of all remaining amounts payable by any Borrower Entity under all such leases and financings of Manufactured Homes up to and including the expiry or maturity of such leases and financings do not exceed the sum of $1,000,000.

Notwithstanding the foregoing, the Loan documents will include provisions that permit a third mortgage secured by the Property in favour of Olympia Trust Company as trustee for investors in RRSPs or other registered funds in an amount not to be greater than $1,000,000 for a 5-year term, and otherwise on terms satisfactory to the Lender. The subordinate lender will be required to enter into a subordination and standstill agreement with the Lender in the Lender's required form.

Third Party Costs: The Borrower will pay all costs and expenses incurred by or on behalf of the Lender in connection with the Loan ("third party costs"), including without limitation, all legal, appraisal, engineering, environmental assessments, title insurance, credit reports and insurance consultant fees, costs and expenses, including all applicable taxes, as such costs, expenses and taxes are incurred, whether or not the Loan closes. The Lender acknowledges receipt of a deposit of $26,375 to be applied by the Lender in accordance with this Commitment.

Reserves: The Borrower will establish and fund with the Lender (or its Loan servicer) all reserves required by Schedule A hereto.

Transfers: Any transfer of any interest in the Property or any part thereof, or any change of effective voting control of any Borrower Entity having a registered, unregistered or beneficial ownership interest in the Property from time to time (including any change of ownership of more than 50% of the voting securities in the capital structure of such person) will require the

prior written consent of the Lender in its sole discretion (a "Transfer"). Notwithstanding the foregoing, the Lender's consent to a Transfer will remain subject to the satisfaction by the Borrower of certain conditions set out in the Loan documents, in each case at the Borrower's sole cost and expense, including without limitation, payment by the Borrower of all fees, costs and expenses (plus applicable taxes) incurred by the Lender, its Loan servicer and legal counsel relating to such transfer or change of control, and payment by the Borrower to the Lender (or its Loan servicer) of an assumption fee equal to 0.50% of the Loan Amount (such fee not to exceed $25,000.00), plus applicable taxes.

For greater clarity, it is acknowledged and agreed that a Transfer does not include any sale, assignment, transfer or other disposition of any limited partnership units of the Beneficial Owner and Carlton Trail Limited Partnership so long as each general partner remains the same and there is no concurrent change in the effective voting control of the Borrower from that existing as of the date of the Loan advance (including any change of ownership of more than 50% of the voting securities in the capital structure of the Borrower).

Closing Conditions:

The Lender will not be obligated to advance the Loan unless and until all terms and conditions of this Commitment have been fully complied with by the Borrower at its sole cost and expense on or before the Commitment Expiry Date and to the satisfaction of the Lender in its sole discretion. The Lender must be satisfied in its sole discretion with all due diligence investigations, inspections and reports with respect to all matters that it considers necessary or desirable with respect to the Loan, the Property and each Borrower Entity (and the principals thereof), including without limitation all closing/underwriting deliveries and other matters set out in Schedule B. Without limiting the foregoing, the Property, including its physical, environmental and financial condition, title (including title insurance and all title encumbrances) and all tenants and leases, will be subject to the Lender's approval in its sole discretion prior to the Loan advance. All such conditions are for the sole benefit of the Lender and may be waived by the Lender in writing at any time.

B. GENERAL PROVISIONS

1. Borrower Entity/Lender Entity: In this Commitment, (a) "Borrower Entity" means the Borrower, Indemnitor, any Guarantor and Beneficial Owner, each person having a registered, unregistered or beneficial ownership interest in the Property from time to time, (but shall not include any limited partner of any Borrower Entity which is a limited partnership so long as such limited partner does not undertake any active management or control of the limited partnership), and each other person defined as a Borrower Entity in the Loan documents, and (b) "Lender Entity" means each of the Lender, the Custodian (defined below), the Loan servicer, all persons having an ownership interest in the Loan from time to time, and their respective employees, officers, directors, partners, agents and consultants. Each mortgagor of the Property must be a corporation. Each Borrower and Beneficial Owner must be Canadian resident.

2. Property: In this Commitment, "Property" includes the entire freehold estate in the lands, and all present and future buildings, improvements, fixtures, equipment, chattels, leases and rents, as described in the Lender's standard Loan documents.

3. Loan Documents: The Loan will be evidenced and secured by (a) a second priority freehold mortgage, charge, assignment and security interest of the Property, including a mortgage, a general assignment of rents and leases, and a general security agreement (together with all necessary registrations in each applicable jurisdiction), (b) a full recourse guarantee from the Guarantor, (c) an indemnity from the Indemnitor, and (d) such other security as the Lender may otherwise reasonably require. The Beneficial Owner will execute a beneficial owners' agreement in favour of the Lender. Prior to the Loan advance, the Borrower will provide corporate and enforceability opinions from legal counsel in each jurisdiction in form and content satisfactory to the Lender. All Loan documents will be in the Lender's standard form, subject only to such modifications acceptable to the Lender to reflect the subject Loan transaction.

4. Events of Default: If an Event of Default occurs, the Lender, at its option, may immediately accelerate the Loan and enforce all of its rights and remedies under the Loan documents and applicable laws. Upon any acceleration or prepayment of all or any part the Loan (including any acceleration as a result of any Event of Default), the Borrower agrees to pay a Prepayment Charge to the Lender, in addition to all other amounts then due and owing under the Loan. "Event of Default" or "default" means any of the following events:

(a) any default by the Borrower in payment of all or any portion of the Loan indebtedness when due and payable under the Loan documents;

(b) any failure by the Borrower to pay or deposit any Loan reserves required to be paid or deposited by the Borrower when the same become due and payable under the Loan documents;

(c) any utility charges and realty taxes in respect of the Property are not paid when due;

(d) any failure by any Borrower Entity to comply with its obligations under any of the Loan documents with respect to insurance;

(e) if any Transfer occurs in breach or violation of the provisions of any of the Loan documents;

(f) any material representation or warranty of any Borrower Entity in any Loan document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to any Lender Entity in connection with the Loan that is incorrect or misleading in any material respect as of the date of delivery to such Lender Entity or as of such other date specified therein;

(g) any part of the Property is expropriated and, in the opinion of the Lender acting reasonably, such expropriation has or could be expected to have a material adverse effect (a "Material Adverse Effect") on any of (i) the value or marketability of all or any part of the Property, or the servicing, development, construction, use, leasing, operation or management thereof by any Person; or (ii) the ability of any Borrower Entity to observe and perform any of its respective covenants and obligations to the Lender under or in respect of the Loan and the Loan documents when due, or (iii) the validity, enforceability or priority of any of the Loan documents, any of the respective covenants, obligations and liabilities of any Borrower Entity thereunder, or any of the rights and remedies of the Lender thereunder, or (iv) the business, assets, property or financial condition of any Borrower Entity, taken as a whole;

(h) if any Lien is made, created, issued, incurred or permitted to exist by any Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan documents (whether or not having priority over the security thereof);

(i) any Borrower Entity makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor's rights, or any proceedings are commenced by any Borrower Entity seeking any order, declaration or judgement of any court adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets;

(j) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of any Borrower Entity, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property;

(k) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan document on its part to be observed or performed which default is not cured within the applicable notice, grace or cure period, or if no such period is provided and is not expressly excluded, within thirty (30) days following written notice of such default to such Borrower Entity, or within such longer period as may be reasonably required provided that the Borrower has commenced to cure such default with the applicable notice, grace, cure or thirty (30) day period as the case may be and thereafter proceeds diligently and in good faith until such default is completely cured, and which includes any of the following (but for greater certainty, there is no such notice, grace or cure period in respect of any other Event of Default separately enumerated in this definition or which is expressly stated in any Loan document to be immediate or to have no applicable notice, grace or cure period): (i) if any Lien is made, created, issued, incurred or permitted to exist by any Person that is not a Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan documents (whether or not having priority over the security thereof); (ii) any Borrower Entity becomes insolvent or any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its

creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced against any Borrower Entity seeking any such order, declaration or judgement; (iii) any default by any Borrower Entity under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property ranking in priority to or subsequent to the security of the Loan documents which is not cured within any cure periods applicable thereto; (iv) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction, and such writ, distress, attachment, process, judgment or order either (A) relates to or includes the Property or any part thereof, or (B) in the opinion of the Lender in its sole discretion, has or could be expected to have a Material Adverse Effect; or (v) any other Event of Default expressly provided under any Loan document.

Upon any acceleration or prepayment of all or any part the Loan (including any acceleration as a result of any Event of Default), the Borrower agrees to pay a Prepayment Charge to the Lender, in addition to all other amounts then due and owing under the Loan..

5. Deposit for Third Party Costs: The deposit for third party costs paid to the Lender pursuant to this Commitment (including any such deposit previously paid to the Lender under any letter of intent) will be held and applied by the Lender to all third party costs incurred by it and/or any unpaid portion of the fees set out in this Commitment in each case whether or not the Loan closes. The portion of such deposit so applied will be non-refundable to the Borrower in all circumstances. The Lender will refund the unexpended balance of such deposit to the Borrower at Loan closing, or if the Lender determines that the Loan will not close for any reason, but in each case only after the Lender has determined and paid all such third party costs and/or any unpaid portion of the fees set out in this Commitment. If the Lender's third party costs exceed the deposit, the Borrower will pay the excess amount to the Lender forthwith on demand. The Borrower agrees that it will not be entitled to receive any interest on such deposit.

6. Closing: The Lender will have the right in its sole discretion to terminate this Commitment in respect of the Loan at any time if the Loan is not fully advanced on or before the Commitment Expiry Date for any reason (other than default by the Lender), notwithstanding any intervening negotiations, the preparation and/or delivery of the Loan documents, or any other dealings or course of conduct between any of the parties at any time, unless a written extension of the Commitment Expiry Date has been expressly agreed to and executed and delivered by each of the parties hereto.

7. Material Adverse Change: Notwithstanding the satisfaction of all Loan conditions and/or any other event or circumstance of any kind, the Lender will not be required to advance the Loan and may terminate this Commitment at any time if it determines, in its sole discretion, that any event or circumstance has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on (i) the value or marketability of the Property (including without limitation, the physical, environmental, or financial condition of the Property or any tenant or lease of the Property), or (ii) the financial or other condition of any Borrower Entity or its ability to observe and perform any of its respective covenants and obligations to the Lender under or in respect of the Loan and the Loan documents when due.

8. Changes to Property: Neither the Borrower nor any other Borrower Entity is permitted to demolish, remove, construct, materially alter, add to, repair or restore the Property or any portion thereof (collectively, "Alterations"), nor consent to or permit any other person to make such Alterations, without obtaining in each instance the Lender's prior written approval in its sole discretion. Nothing herein will prevent or restrict the Borrower or any other Borrower Entity from complying with its obligations to maintain and repair the Property in accordance with the Loan documents.

9. Property Management: The manager of the Property and each property management agreement will be subject to the prior written approval of the Lender in its sole discretion from time to time.

10. Approval of Leases: Each new commercial lease of the Property, including each renewal or extension of an existing lease (other than any extension or renewal of an existing lease which is exercised pursuant to, and the terms of which are governed by, such existing lease), must (i) be a commercially reasonable arm's length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and (ii) provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions. The Loan documents will include certain other requirements for new leases and renewals and extensions of existing leases, and certain representations and warranties and other covenants from the Borrower concerning the status and future dealings with all leases and rents.

The Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Material Commercial Lease, which consent may not to be unreasonably withheld or delayed provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of the Loan documents governing new

leases and renewals and extensions of existing leases. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, any such Material Commercial Lease. In this Commitment and each of the Loan Documents, "Material Commercial Lease" means any lease (excluding a lease or ground lease for one or more mobile home pads, and one or more residential units, rooms or beds for residential purposes, but including any other ground lease or head lease for residential or any other purposes) granted to any person for premises of more than 5,000 square feet and having a term (inclusive of all renewal and extension options, whether or not exercised) of 10 years or more.

Financial Statements: The Borrower must deliver monthly construction update, quarterly rent rolls and operating statements for the Property and annual financial statements from each Borrower Entity that is not an individual prepared in accordance with generally accepted accounting principles, net worth statements from each Borrower Entity that is an individual, and such other information respecting the Properties and each Borrower Entity as the Lender may reasonably require from time to time and as set out in the Loan documents.

11. Information and Materials: The Borrower represents and warrants that all information and materials provided or delivered to the Lender in connection with the Loan, including the Property and each Borrower Entity, are correct and complete as of the date provided and will continue to be correct and complete on Loan closing, failing which the Lender will have no obligation to advance the Loan. The Borrower acknowledges that the Lender's decision to make the Loan will be based on all such information and materials. The Borrower must promptly disclose to the Lender from time to time any and all changes in such information and materials or any additional information or materials relating to the Property or any Borrower Entity which may reasonably be expected to influence the Lender's decision to make the Loan.

12. Credit Investigations: Each Borrower Entity authorizes the Lender or its representatives to make inquiries of, and exchange or obtain information, data and credit reports with, third parties regarding the character, general reputation, personal characteristics, financial and credit condition of such Borrower Entity, including its respective directors, officers, shareholders, partners and principals.

13. Consent to Disclosure: Each Borrower Entity acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of any Borrower Entity. Each Lender Entity may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all financial and other information and materials relating to any Borrower Entity, the Property or the Loan (including financial statements and all other information relating to the Loan) provided to or obtained by it, without restriction and without notice to or the consent any Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan; (iii) to any governmental authority having jurisdiction over such sale or syndication of the Loan; (iv) to any other person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan documents; and (v) to any third party advisors and agents of any of the foregoing persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. Each Borrower Entity irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

14. Custodian and Loan Servicer: Institutional Mortgage Capital Canada Inc., as general partner for IMC Limited Partnership and as custodian and agent for itself and on behalf of investors in the Loan from time to time (in such capacity, the "Custodian") will advance the Loan and will be named as the Lender in the Loan documents. The Custodian will have, and may exercise, at all times without restriction and either directly or through the Loan servicer, all of the rights and benefits of the Lender under this Commitment (without any assignment being required) and will hold the Loan, the Loan indebtedness and Loan documents solely as custodian and agent for the investors and all other persons having an ownership interest in the Loan from time to time. Each reference to "Lender" in this Commitment includes the Custodian. The Lender and such other Loan investors will be entitled to receive and enjoy, through the Custodian, all right, title and interest of the Custodian in respect of the Loan and the Loan documents and the full benefit thereof at all times. The Lender may also appoint a Loan servicer from time to time, without notice to or the consent of any Borrower Entity, to collect all Loan payments and proceeds and to exercise and enforce any or all rights, remedies or benefits, or perform any or all obligations, of the Lender and/or the Custodian under or in respect of the Loan, the Loan documents (whether or not expressly provided therein) and/or applicable laws, and such Loan servicer may appoint a sub-servicer from time to time in respect of any such matter. Each Borrower Entity will be entitled to deal exclusively with the Custodian and the Loan servicer in respect of all matters relating to the Loan and the Loan documents and agrees that all enforcement actions or proceedings may be brought by the Custodian and/or the Loan servicer on behalf of the Lender and all other persons having an ownership interest in the Loan from time to time and irrevocably waives any requirement that the Lender or such other Loan investors be a party thereto.

15. Full Recourse: Notwithstanding any other provision in any Loan document, the respective obligations and liabilities of each Borrower Entity under the Loan and each of the Loan documents are full recourse to each such Borrower Entity and all of its respective property and assets without limitation or restriction of any kind.

16. Limited Recourse to Lender Entities: No Lender Entity nor any of their respective assets will have or be subject to any actions, proceedings, losses, damages, liabilities, claims, demands, costs or expenses of any kind or nature made by or on behalf of any Borrower Entity arising from or relating to, directly or indirectly, the Loan, including the making or administration of the Loan or any default or other act or omission by any Lender Entity under or relating to the Loan or any of the Loan documents, and each Borrower Entity hereby agrees to indemnify and save each Lender Entity harmless from and against all such matters.

17. Brokerage Commission: Each Borrower Entity will be solely responsible for and will pay any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with the Loan and will indemnify and hold each Lender Entity harmless in respect of same.

18. Assignment: The Lender and any Loan investor, at its cost, may sell, transfer or assign the Loan, the Loan indebtedness and the Loan documents, or any interest therein, from time to time before or after closing without notice to or the consent of any Borrower Entity. Thereafter, the Lender will have no further obligations under or in respect of the Loan or the Loan documents. This Commitment may not be sold, transferred or assigned by any Borrower Entity.

19. Effect of Commitment. This Commitment, together with the Loan documents will constitute the entire agreement between the parties in respect of the Loan and supersedes any letter of intent previously issued by or on behalf of the Lender in its entirety. Each Borrower Entity acknowledges that this Commitment is only a summary of the basic terms of the Loan, and that the Loan documents will include additional terms and conditions not specifically referenced herein as the Lender deems necessary or appropriate. This Commitment can only be changed, modified or extended by a written instrument executed and delivered by the Lender and each Borrower Entity. This Commitment and any amendments hereto will survive the execution and delivery of the Loan documents by the Borrower Entity, provided, however, that in the event of any express conflict or inconsistency between any provision of this Commitment and any provision of any Loan document, the provision of such Loan document will prevail to the extent of such conflict or inconsistency. The existence of additional terms, conditions or provisions (including any rights, remedies, representation and warranties) contained in any Loan document will not be construed or deemed as being in conflict with this Commitment.

20. Participation: Each Borrower Entity agrees to co-operate in good faith with all reasonable requests and/or inquiries made by or on behalf of the Lender (or any Loan owner) in connection with the sale, syndication and/or participation of the Loan, and further agrees, if requested by or on behalf of the Lender (or any Loan owner) to restructure all or any part of the Loan and the Loan documents (at no cost to the Borrower), including without limitation, the creation of multiple tranches evidenced by separate promissory notes or participation interests (which may be pari passu or senior/subordinate as required), to make all reasonable amendments to the Loan documents and to provide all additional and/or updated financial and other information concerning the Property, its tenants and/or each Borrower Entity as the Lender or Loan owner may require from time to time, provided that the financial terms of the amended and/or restructured Loan are not materially more onerous, in the aggregate, than its original financial terms.

21. Further Assurances: Each Borrower Entity must promptly cure any defect in the preparation, execution and delivery of the Loan documents to which it is a party and will promptly execute and deliver or cause to be executed or delivered, upon request by the Lender all such other and further documents, agreements, opinions, certificates and instruments as may be required by the Lender to more fully state its obligations as set out in any Loan document or to make any recording, file any notice or obtain any consent, including any documents required by the Lender in connection with the sale and/or syndication of the Loan.

22. Construction of Loan Documents: In this Commitment: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders, (b) reference to any Borrower Entity, Lender Entity or any other person includes their respective heirs, executors, administrators, legal representatives, successors and assigns, (c) all dollar amounts are expressed in Canadian dollars, (d) the division of any Loan document into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of such Loan document, (e) if more than one person is named as, or otherwise becomes or assumes the obligations and liabilities of any Borrower Entity, then all obligations and liabilities of such persons will be joint and several, (f) notwithstanding any other provision of this Commitment, the Loan documents or applicable laws to the contrary, it is the express intention of the parties that the words "sole discretion" mean the exercise of discretion that is completely and absolutely subjective in all respects and does not create or imply a duty or obligation of any kind on the part of the person exercising such discretion to act objectively or to apply objective standards, and which is not subject to any restriction, limitation, challenge or review of any kind, (g) time is

of the essence, and (h) the parties hereto have expressly agreed and required that this Commitment as well as all documents related thereto, including all agreements and notices, be drafted in English. Les parties aux présentes ont expressément exigé que la présente entente ainsi que tout document y relié, incluant toute entente et tout avis, soit rédigés en anglais. All schedules and addenda annexed hereto form part of this Commitment. The rights and obligations of the parties with respect to the Loan documents in respect of the Loan will be determined in accordance with the laws of the Province in which the Property is located and federal laws applicable thereto.

23. Withholding Taxes. This provision will not apply to any deduction or withholding for taxes under the laws of Canada or any province thereof ("Canadian taxes") or for taxes of a country or jurisdiction other than Canada ("foreign taxes") arising from or in respect of the Loan payment where such deduction or withholding arises solely as a result of a change in the current status of the Lender as a resident of Canada, or as a result of any assignment of the Loan by the Lender to a non-resident of Canada. Subject to the foregoing, to the extent that any payment on or in respect of the Loan will become subject to a deduction or withholding imposed on such Loan payment for Canadian taxes or foreign taxes (including any deduction or withholding arising from a change in applicable laws), the amount of such Loan payment will be automatically increased by an amount which ensures that the Lender receives, after such deduction or withholding is made including any additional withholding or deduction on such additional amount and without any credit to the Borrower therefor, except to the extent the Lender or any such assignee receives a reduction in taxes in Canada or another jurisdiction in respect of the amount withheld, the full amount of the payment specified in the Loan documents. The Borrower will pay the amount of any such deduction or withholding to the applicable taxing authority as required by applicable laws and, upon request, provide the Lender with evidence of such payment. The Lender confirms that it is a Canadian resident.

24. Survival of Representations, Warranties and Covenants: The representations, warranties, covenants and obligations of each Borrower Entity contained in each Loan document in respect of the Loan will (a) survive any advance or repayment of the Loan, any full or partial release, termination or discharge of any Loan document, and any remedial proceedings taken by any Lender Entity under any Loan document or applicable law, (b) enure to the benefit of the Lender and each person having an ownership interest in the Loan from time to time notwithstanding such Loan owner is not a party to any Loan document, and (c) be fully effective and enforceable by the Lender notwithstanding any due diligence performed by or on behalf of any Lender Entity or any breach or other information (to the contrary or otherwise) known to any Lender Entity at any time. Such representations and warranties are deemed to be made on the date of execution of each such Loan document and are deemed repeated as of Loan closing.

25. Effect of Termination: No termination of this Commitment will limit, restrict or otherwise affect in any way (i) the obligations of any Borrower Entity to pay to the Lender all third party costs incurred by or on behalf of the Lender in connection with the Loan or any of the fees set out in this Commitment or any deposit for third party costs specified in this Commitment, (ii) the rights of the Lender in respect of any deposits paid to the Lender in respect of the Loan, including its right to apply the deposit for third party costs as set out herein, and (iii) any rights and remedies of the Lender against any Borrower Entity arising from any breach of this Commitment by such Borrower Entity, including any claim for damages.

26. Counterparts/Facsimile Transmission: This Commitment may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this Commitment by any party may be made by facsimile or other electronic transmission to any other party, the broker or their respective agents and will be valid and binding as if it is an originally signed document.

27. Acceptance: If this Commitment is not executed by each Borrower Entity and returned without amendment to the Lender on or before May 27, 2020 then this Commitment will immediately terminate and will be null and void and the Lender will have no further obligations hereunder. Each person executing and delivering this Commitment on behalf of each Borrower Entity has full power and authority to bind such Borrower Entity to the terms and conditions of this Commitment and is executing this Commitment on their behalf.

IMC LIMITED PARTNERSHIP, by its general partner,
INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Jean Monardo

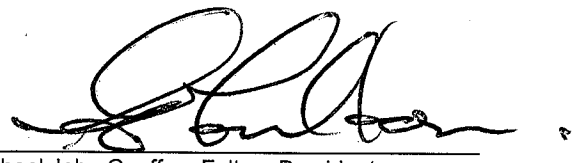
Per:_____
Jean Monardo
FSCO Licence No. 11975

ACCEPTED AND AGREED as of the 20th day of May, 2020.

WESTCAN CEDAR GROVE VILLAGES INC.

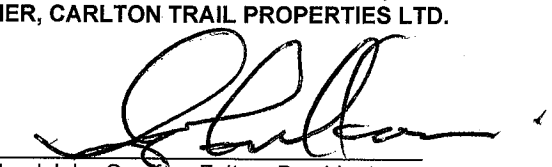
Per: _____
Michael John Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
BY ITS GENERAL PARTNER, **WESTCAN CEDAR GROVE VILLAGES INC.**

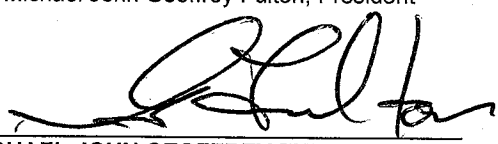


Per: _____
Michael John Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, CARLTON TRAIL PROPERTIES LTD.



Per: _____
Michael John Geoffrey Fulton, President



MICHAEL JOHN GEOFFREY FULTON

SCHEDULE A – RESERVES

1. **Realty Tax Reserve:** At Loan closing, the Borrower will pay all realty taxes due and payable within 60 days. Thereafter, the Borrower will deposit with the Lender on each payment date under the Loan 1/12th of the annual realty taxes as estimated by the Lender. In addition, on Loan closing, the Borrower will deposit with the Lender a further amount which, when added to such monthly deposits, will result in the Lender having sufficient funds to pay the next realty tax interim installment or final installment one month in advance. If at any time the deposits are not sufficient to pay realty taxes when due, the Borrower will pay the deficiency to the Lender within 10 days of written notice. The Borrower will provide the Lender with all realty tax bills immediately upon receipt.

Realty Tax Reserve (Immediate):	$8,000
Realty Tax Reserve (Monthly):	$2,085

2. **Interest Reserve:** On Loan closing, the Borrower shall establish an immediate interest reserve (the "Interest Reserve") in the amount of $250,000 to be deducted from the Loan proceeds and held by the Lender or its Loan servicer. The Borrower shall be permitted to draw from the Interest Reserve on account of payment of the monthly interest payments until the Interest Reserve is depleted. Thereafter, monthly interest payments shall be paid by the Borrower by automatic debit.

3. **Capital Reserve:** On Loan closing, the Borrower shall establish an immediate capital reserve in the amount of $500,000 to be deducted from the Loan proceeds and held by the Lender or the Lender's Loan servicer for the (a) preparation of the new pads and (b) infrastructure improvements (collectively, the "Capital Expenditure Program"). Release from the capital reserve shall be subject to the following:

   a) Receipt by the Lender of satisfactory evidence that not less than $1,000,000 out of the Loan advance was utilized for the Capital Expenditure Program;

   b) There exists no Event of Default or other event or circumstance that could be an Event of Default;

   c) A clear title subsearch; and

   d) Payment by the Borrower of all Lender's reasonable costs relating to such release.

4. **Additional Reserves:** Within 10 days' notice from the Lender, the Borrower will establish additional reserves with the Lender to pay the reasonable costs of insurance premiums, utility charges, and/or the performance of specific maintenance, repairs or capital improvements to the Property or any work for the prevention, clean-up or remediation of environmental, health or safety conditions at the Property, as determined by the Lender acting reasonably.

5. **No Entitlement to Interest:** No Borrower Entity will be entitled to receive any interest or other investment earnings on any reserves or deposits held by or on behalf of the Lender for respect of any Loan, whether or not earned or arising from time to time.

6. **Security.** All reserves will be subject to a first priority security interest granted in favour of the Lender pursuant to the Loan documents as additional security for the Loan.

7. **Disbursement/General Provisions:** Upon completion or payment of any reserve item (and the satisfaction of any additional conditions specified in the Loan document governing disbursement of such reserve), the Borrower may submit to the Lender a request for payment or release of any reserve funds in a form specified by the Lender which will include and certify (a) the item and costs incurred (including evidence of completion or payment), (b) that all related work has been completed in a good and workmanlike manner in compliance with the Loan documents and all applicable laws, (c) documentary evidence that such work is fully paid and that all conditions governing disbursement of such reserve have been satisfied, and (d) evidence of compliance with all the applicable lien laws, including compliance with all holdback requirements and evidence that no lien is registered against the Property. Provided no Event of Default exists and upon the Lender's verification of the payment request, the Lender will pay to the Borrower an amount approved by the Lender from the applicable reserve, less any Lender's costs and expenses with respect thereto. The Lender will not be required to make disbursements more frequently than once monthly. The Lender reserves the right to make any such disbursement directly to the person(s) entitled to receive such payment and the Borrower will execute and deliver all necessary directions.

8. **Other Applicable Provisions:** Upon an Event of Default, the Lender may retain all reserves held and, at its sole option, apply same to the Loan indebtedness, or to any costs and expenses for which the reserve is held, or to cure any Event of Default. The Borrower shall reimburse the Lender and its Loan servicer on demand for all costs and expenses incurred in administering the reserves (which costs and expenses will bear interest at the interest rate and

may be deducted from the reserves). The Lender has the sole right to direct the investment of the reserves. All interest and other investment earnings accruing on the reserves will be for the Lender's sole benefit.

9. **Loan Servicer**: Notwithstanding any other provision hereof, each reserve required by this Commitment will be established and administered on behalf of the Lender with and by its Loan servicer from time to time, and all rights, privileges and benefits of the Lender hereunder (including the right to receive, hold and administer all reserve funds) may be held, exercised and/or enforced by such Loan servicer on behalf of the Lender from time to time.

10. **Credit for Reserves Under First Mortgage Loan:** Provided that no Event of Default has occurred, if and to the extent that any reserves required by this Schedule A are actually maintained by the Borrower with the first mortgage lender in the same amounts and for the same purposes, such reserves will not be required to be maintained by the Borrower with the Lender pursuant to this Schedule A provided that the first mortgage lender agrees with the Lender to require such reserves to be maintained for such purposes and in such amounts under the first mortgage loan and, unless the Lender otherwise agrees in its sole discretion, if and to the extent that the Borrower is entitled to a full or partial release of any such reserves under the first mortgage loan, the amount of such reserves will be paid by the first mortgage lender directly to the Lender and held as a reserve under this Schedule A until such time that the Borrower is entitled to a release of such reserves under this Schedule A.

SCHEDULE B – UNDERWRITING / CLOSING DELIVERIES

On or before Loan closing, the Lender must receive and be satisfied in its sole discretion with each of the following deliveries. Notwithstanding that the Lender may retain and instruct all third party agents directly, the Borrower will remain solely responsible at all times for obtaining, delivering and completing, all at the Borrower's expense, all of the following deliveries and matters prior to Loan closing, and the Lender will have no responsibility or liability of any kind of any such deliveries and matters are not made or completed in form and content satisfactory to the Lender.

1. Appraisal report acceptable to the Lender establishing the market value of the Property.

2. Environmental assessments of the Property prepared by an environmental consultant acceptable to the Lender, confirming to the Lender's satisfaction, that the Property complies with all applicable environmental laws. This shall include an updated Phase 1 environmental report for the Property. The Lender reserves the right, in its sole discretion, to require a "Phase II" environmental assessment of the Property or such other environmental investigation reports of the Property, in each case at the Borrower's expense. The Loan documents will contain detailed environmental representations, warranties and covenants in addition to the environmental indemnity from the Indemnitor.

3. A reliance letter for each of the above reports, which letter must be acceptable to the Lender and must include the following language: "Institutional Mortgage Capital Canada Inc. as general partner of IMC Limited Partnership, and its successors, assigns and co-lenders (collectively, the "Lender") may rely on the above-referenced report as if it were an original addressee, and our potential liability to the Lender arising from this report is limited to the amount of professional liability insurance maintained in a minimum amount of $1 million."

4. Mortgage information statement for the first mortgage confirming the current outstanding balance of the first mortgage and that it is in good standing.

5. Copy of the property management agreement.

6. Property, liability and other insurance in compliance with the Lender's standard insurance. All insurance shall be in the form and amount and with such deductibles, endorsements and insurers as required by the Lender.

7. Certified or notarized copies of those documents evidencing formation, organization, valid existence, good standing and due authorization of and for each Borrower Entity for the execution, delivery and performance of the Loan documents.

8. All Loan documents required by this Commitment executed and delivered by each Borrower Entity, fully registered in all appropriate registries and in the priority required by the Lender.

9. Corporate and enforceability opinions from Borrower's counsel for each Borrower Entity.

10. Lender's title insurance policy (from a title insurer and with such endorsements as approved or required by the Lender). Title, zoning and all permitted encumbrances shall be satisfactory to the Lender.

11. Such financial and other information, statements and documents with respect to the Property, any Borrower Entity or otherwise as the Lender or its counsel may reasonably require in connection with the underwriting or closing of the Loan.

12. Such documentation and information, including identification, required by the Lender to comply with all applicable laws and regulations governing proceeds of crime, money laundering and terrorist financing.

IMS INSTITUTIONAL MORTGAGE SERVICING

TD Centre, TD North Tower, 77 King Street West
Suite 4120, P.O. Box 117, Toronto, ON M5K 1G8

June 25, 2021

Westcan Cedar Grove Villages Inc.
3754 Concession Road 5
Adjala-Tosorontio, ON
L0G 1L0

Attention: David McDonald

RE:		
	IMS Loan No.:	300-0143
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	Loan Extension and Amendment

Dear Sirs:

The Borrower is indebted to Institutional Mortgage Capital Canada Inc. for a second mortgage loan (the "Loan") in the original principal amount of $2,250,000 made pursuant to a commitment letter dated May 22, 2020 (the "Commitment Letter") with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the "Property").

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership ("IMC"), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Effective Date:	June 1, 2021 (the "Effective Date").
Interest Reserve:	**The** Borrower shall deposit the further sum of $110,156.25 into the Interest Reserve to be wired to the Lender or its Loan servicer on or before July 20, 2021 in accordance with the wire instructions set out below and held by the Lender or its Loan servicer. Provided that no Event of Default exists or is continuing, the Interest Reserve shall be applied by the Lender on account of payment of the monthly interest payments commencing August 1, 2021 until the Interest Reserve is depleted. Thereafter or if an Event of Default exists, monthly interest payments shall be paid by the Borrower by automatic debit.
Maturity Date:	The maturity date of the Loan shall be extended from September 1, 2021 to March 1, 2022.
Step-Up Date:	The Step-Date of the Loan shall be extended from June 1, 2021 to December 1, 2021.
Prepayment:	The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 60 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A loan extension processing fee in the amount of $12,712.50 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter by wire transfer in accordance with the wire instructions set out below, which is fully earned and non-refundable in all circumstances;

(b) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

Wire Instructions:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	TD Centre, TD North Tower, 77 King Street W., Suite 4120, Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within two (2) business days from the date hereof and payment to the Lender of the loan extension processing fee by wire transfer;

(b) wiring of the Interest Reserve on or before July 20, 2021;

(c) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(d) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(e) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(f) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate two (2) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the loan extension processing fee.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 29 day of June, 2021.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Michael John Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
BY ITS GENERAL PARTNER, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Michael John Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, CARLTON TRAIL PROPERTIES LTD.

Per: _____
Michael John Geoffrey Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

January 27, 2022

Westcan Cedar Grove Villages Inc.
3754 Concession Road 5
Adjala-Tosorontio, ON
L0G 1L0

Attention: David McDonald

RE:	IMS Loan No.:	300-0143
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	Loan Extension and Amendment

Dear Sirs:

The Borrower is indebted to Institutional Mortgage Capital Canada Inc. for a second mortgage loan (the “Loan”) in the original principal amount of $2,250,000 made pursuant to a commitment letter dated May 22, 2020, as amended by commitment amending letter dated June 25, 2021 (collectively, the “Commitment Letter”) with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the “Property”).

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“IMC”), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Effective Date:	December 1, 2021 (the “Effective Date”).
Interest Reserve:	**The** Borrower shall deposit the further sum of $220,313 into the Interest Reserve to be wired to the Lender or its Loan servicer on or before February 3, 2022 in accordance with the wire instructions set out below and held by the Lender or its Loan servicer. Provided that no Event of Default exists or is continuing, the Interest Reserve shall be applied by the Lender on account of payment of the monthly interest payments commencing March 1, 2022 until the Interest Reserve is depleted. Thereafter or if an Event of Default exists, monthly interest payments shall be paid by the Borrower by automatic debit.
Maturity Date:	The maturity date of the Loan shall be extended from March 1, 2022 to March 1, 2023.
Step-Up Date:	The Step-Date of the Loan shall be extended from December 1, 2021 to December 1, 2022.
Prepayment:	The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 60 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.
Fees/Costs:	The following fees and costs shall be payable by the Borrower:

(a) A loan extension processing fee in the amount of $25,425 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter by wire transfer in accordance with the wire instructions set out below, which is fully earned and non-refundable in all circumstances;

(b) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

Wire Instructions: The Interest Reserve and the loan extension processing fee in the total amount of $245,738 will be wired as follows:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within two (2) business days from the date hereof and payment to the Lender of the loan extension processing fee by wire transfer;

(b) wiring of the Interest Reserve on or before February 3, 2022;

(c) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(d) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(e) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(f) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate two (2) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the loan extension processing fee.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Jean Monardo

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 29 day of January, 2022.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
BY ITS GENERAL PARTNER, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, CARLTON TRAIL PROPERTIES LTD.

Per: _____
Geoffrey Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

July 23, 2024

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:	IMS Loan No.:	300-0143
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	Second Mortgage Loan Extension

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the “Borrower”) is indebted to Institutional Mortgage Capital Canada Inc. for a second mortgage loan (the “Loan”) in the original principal amount of $2,250,000 made pursuant to a commitment letter dated May 22, 2020, as amended by commitment amending letters dated June 25, 2021 and January 27, 2022 (collectively, the “Commitment Letter”) with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the “Property”).

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“IMC”), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date:	The Maturity Date of the Loan shall be extended to October 1, 2024.
Step-Up Date:	The Step-Date of the Loan shall be extended to September 1, 2024.
Interest Rate:	For each Interest Accrual Period until the day immediately prior to the Step-Up Date, the Interest Rate will be the greater of (a) the Prime Rate plus 9.30%, and (b) 11.75%. For each Interest Accrual Period commencing on or after the Step-Up Date until all outstanding Loan indebtedness is repaid in full, the Interest Rate will be the greater of (a) the Prime Rate plus 11.30%, and (b) 13.75%.
Prepayment:	The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $5,000 inclusive of applicable taxes payable to IMS by wire transfer upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

Wire Transfer Details:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within two (2) business days from the date hereof and payment to the Lender of the processing fee;

(b) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(c) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(d) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(e) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate two (2) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the processing fee.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 29th day of July, 2024.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Michael John Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Michael John Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Michael John Geoffrey Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

December 3, 2024

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:	IMS Loan No.:	300-0143
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	Second Mortgage Loan Extension and Amendment

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the "Borrower") is indebted to Institutional Mortgage Capital Canada Inc. for a second mortgage loan (the "Loan") in the original principal amount of $2,250,000 made pursuant to a commitment letter dated May 22, 2020, as amended by commitment amending letters dated June 25, 2021, January 27, 2022 and July 23, 2024 (collectively, the "Commitment Letter") with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the "Property").

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership ("IMC"), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date: The Maturity Date of the Loan shall be extended to May 1, 2025.

Step-Up Date: The Step-Date of the Loan shall be extended to April 1, 2025.

Interest Rate: For each Interest Accrual Period commencing on or after December 1, 2024 until the day immediately prior to Step-Up Date, the Interest Rate will be the greater of (a) the Prime Rate plus 9.30%, and (b) 15.25%.

For each Interest Accrual Period commencing on or after the Step-Up Date until all outstanding Loan indebtedness is repaid in full, the Interest Rate will be the greater of (a) the Prime Rate plus 11.30%; and (b) 17.25%.

Interest Reserve: The Borrower shall deposit the further sum of $108,000 into the Interest Reserve to be wired to the Lender or its Loan servicer in accordance with the wire instructions set out below and held by the Lender or its Loan servicer. Provided that no Event of Default exists or is continuing, the Borrower shall be permitted to draw up to a maximum amount of $21,600 per month from the Interest Reserve on account of partial payment of the monthly interest

payments, with the balance of the monthly interest payments being paid by the Borrower by automatic debit until the Interest Reserve is depleted. Thereafter, the full monthly interest payments shall be paid by the Borrower by automatic debit.

Prepayment: The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $7,875 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) A loan extension fee in the amount of $15,075 payable to the Lender, which is fully earned and non-refundable in all circumstances;

(c) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

The sum of **$130,950** on account of the processing fee, loan extension fee and the Interest Reserve shall be immediately payable by wire transfer in accordance with the wire instructions set out below.

Wire Instructions:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within three (3) business days from the date hereof and payment to the Lender of the amounts set out above;

(b) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(c) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(d) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(e) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such

obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate three (3) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the amounts set out above.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Jean Monardo

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 5 day of December, 2024.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoff Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoff Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoff Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

July 23, 2025

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:	IMS Loan No.:	300-0143
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	Second Mortgage Loan Extension and Amendment

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the "Borrower") is indebted to Institutional Mortgage Capital Canada Inc. for a second mortgage loan (the "Loan") in the original principal amount of $2,250,000 made pursuant to a commitment letter dated May 22, 2020, as amended by commitment amending letters dated June 25, 2021, January 27, 2022, July 23, 2024, and December 3, 2024 (collectively, the "Commitment Letter") with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the "Property").

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership ("IMC"), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date: The Maturity Date of the Loan shall be extended to September 1, 2025.

Prepayment: The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $15,000 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) A loan extension fee in the amount of $15,000 payable to the Lender, which is fully earned and non-refundable in all circumstances;

(c) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

The sum of **$30,000** on account of the processing fee, loan extension fee and the Debt Service Reserve shall be immediately payable by wire transfer in accordance with the wire instructions set out below.

Wire Instructions:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(b) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(c) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(d) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate three (3) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the amounts set out above.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same

document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Ryan Fernandes
Director

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 29 day of July, 2025.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoff Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoff Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoff Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

This is Exhibit “K” referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN	33246 - 0625 LT	*Interest/Estate*	Fee Simple
Description	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES		
Address	5007 HIGHWAY 21 PORT ELGIN		

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	WESTCAN CEDAR GROVE VILLAGES INC.
Address for Service	177 Roxborough Drive Toronto, Ontario, M4W 3B5

I, GEOFFREY FULTON, 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	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Address for Service	TD Centre, TD North Tower 77 King Street West, P. O. Box 117, Suite 4120 Toronto, Ontario, M5K 1G8 ("Villages of Port Elgin - 2nd Mortgage")

Provisions

Principal	$2,250,000.00	*Currency*	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2021/09/01		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date	2020 06 01		
Payment Date	1st day of each month		
First Payment Date	2020 07 01		
Last Payment Date	2021 09 01		
Standard Charge Terms	N/A		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Janet Lynn Leithwood	55 Superior Boulevard Mississauga L5T 2X9	acting for Chargor(s)	Signed 2020 06 01

Tel 877-828-8046

Fax 800-316-6884

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

Submitted By

FNF CANADA COMPANY	55 Superior Boulevard Mississauga L5T 2X9	2020 06 01

Tel 877-828-8046

Fax 800-316-6884

Fees/Taxes/Payment

Statutory Registration Fee	$65.05
Total Paid	$65.05

File Number

Chargee Client File Number : 20200184 - IMC/PORT ELGIN CHARGE

SCHEDULE "A" - ADDITIONAL PROVISIONS
("Villages of Port Elgin - 2nd Mortgage Loan")

ARTICLE 1 - INTERPRETATION AND CONSTRUCTION

Section 1.01 Definitions.

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

"Adjusted Rate" means the variable annual rate of interest which is the greater of (a) the Prime Rate plus 11.30%, and (b) 13.75%, which rate of interest shall be compounded and payable monthly, not in advance, both before and after demand, default and judgment. The Adjusted Rate will be effective on and after the Step-Up Date (or if not a Business Day, the next Business Day thereafter).

"Affiliate" or **"affiliate"** of any Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first-mentioned Person; and "**Affiliated**" or "**affiliated**" shall have the corresponding meaning.

"**Applicable Laws**" means all applicable federal, provincial, state and municipal laws, statutes, regulations, rules, by-laws, orders, permits, licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect, whether in Canada, the United States of America or elsewhere.

"**Borrower Entity**" means the Chargor, each Indemnitor, each Guarantor (if any), and each Person having any registered, unregistered or beneficial ownership interest in all or any part of the Property from time to time, including (i) each partner of any Borrower Entity which is a general partnership, (ii) each general partner of any Borrower Entity which is a limited partnership and each limited partner thereof that undertakes any active management or control of such limited partnership (but shall not include any limited partner thereof so long as the such limited partner does not undertake any active management or control of such limited partnership).

"**Business Day**" means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the Province of Ontario.

"**Charge**" means, for the non-electronic paper based registration system, the Charge/Mortgage of Land (Form 2) to which this Schedule is attached, this Schedule and all other schedules thereto, or for the electronic registration system, the Charge prepared in the electronic format and registered electronically pursuant to Part III of the *Land Registration Reform Act* (Ontario), including this Schedule and all other schedules thereto.

"**Chargee**" means Institutional Mortgage Capital Canada Inc., in its capacity as general partner for and on behalf of IMC Limited Partnership, and each Person who acquires the right, title and interest of the Chargee under the Loan Documents.

"**Chargor**" means, individually and collectively, each Person named as Chargor in this Charge.

"**Commercial Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and other similar agreements by which the use and occupancy of the Property or any part thereof are granted to any Person for any purpose (excluding Residential Leases and any lease or ground lease for one or more manufactured or mobile home pads, but including any other ground lease or head lease of any kind and for any purposes), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security related thereto, including each Material Commercial Lease.

"**Commitment Letter**" means the commitment letter governing the Loan.

"control" means the possession or ownership, either directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, partnership interests, trust unit or other instruments having the capacity to elect the directors, trustee or committees responsible for the control, management and direction of any Person or to otherwise control, manage or direct any Person, by contract or otherwise; and "**controlled**" and "**controlling**" shall have the corresponding meanings.

"**Costs**" means all fees, costs, charges and expenses of any Lender Entity for or incidental to (i) preparing, executing and registering the Loan Documents and making each advance of the Loan; (ii) collecting, enforcing and realizing on or under the Loan or the Loan Documents, including any workout or modification of the Loan or the Loan Documents agreed to by the Chargee in its sole discretion; (iii) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, administering, managing, selling or leasing the Property, including curing any defaults under or renewing any leasehold interest, and all other protective disbursements or just allowances which may be added to principal or otherwise secured by this Charge under Applicable Laws; (iv) appointing a receiver, receiver and manager or other Person with similar powers (under the Loan Documents, Applicable Laws or otherwise) and all fees, costs and expenses of such receiver, receiver and manager or other Person and their respective agents; (v) conducting and/or obtaining any environmental audits or other inspections, tests or reports with respect to the Property; (vi) complying with any notices, orders, judgments, directives, permits, licenses, authorizations or approvals with respect to the Property; (vii) performing the obligations of any Borrower Entity under the Loan Documents, the First Mortgage Loan Documents and/or the Subordinate Mortgage Loan Documents; (viii) all legal fees and disbursements in connection with any of the foregoing matters, on a full indemnity or equivalent basis; (ix) allowances for the time, service, work or effort of any Lender Entity in connection with any of the foregoing matters, and if the Loan has been securitized, any recovery fee, workout fee and all special servicing fees which relate to the Loan and which become payable to any Loan servicer in such securitization from time to time; (x) terminating and/or replacing any manager of the Property and/or any management agreement relating to the Property as provided in the Loan Documents; (xi) without limiting the foregoing, any other amounts, fees, costs, charges or expenses payable or reimbursable to any Lender Entity under any of the Loan Documents or Applicable Laws; and (xii) all applicable taxes on all amounts, fees, costs, charges and expenses otherwise included in "Costs". "Costs" also include interest at the

Interest Rate on all such fees, costs, charges and expenses (and applicable taxes) from the date incurred until paid to the Chargee.

"**Environmental Laws**" means all present and future Applicable Laws, permits, certificates, licenses, agreements, standards and requirements relating to environmental or occupational health and safety matters, including the presence, release, reporting, investigation, disposal, remediation and clean-up of Hazardous Substances.

"**Environmental Proceeding**" has the meaning set out in Section 4.02(m) of this Charge.

"**Equipment**" means all machinery, equipment, appliances, furniture, furnishings, chattels, fixtures (including all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other similar property of every kind and nature whatsoever now or hereafter located upon or used in connection with the Property or appurtenant thereto, excluding any such personal or moveable property which is owned by a Tenant.

"**Event of Default**" or "**default**" means any of the following events:

(a) any default by the Chargor in payment of all or any portion of the Loan Indebtedness when due and payable under the Loan Documents;

(b) any failure by the Chargor to pay or deposit any Loan reserves required by the Loan Documents to be paid or deposited by the Chargor when the same become due and payable under the Loan Documents;

(c) any utility charges or Realty Taxes in respect of the Property are not paid when due;

(d) any failure by any Borrower Entity to comply with its obligations under any of the Loan Documents with respect to insurance, including the provisions of Article 5 of this Charge;

(e) if any Transfer occurs in breach or violation of the provisions of any of the Loan Documents;

(f) any representation or warranty of any Borrower Entity in any Loan Document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to any Lender Entity in connection with the Loan that is incorrect or misleading in any material respect as of the date of delivery to such Lender Entity or as of such other date specified therein;

(g) any part of the Property is expropriated and, in the opinion of the Chargee in its sole discretion, such expropriation has or could be expected to have a Material Adverse Effect;

(h) if any Lien is made, created, issued, incurred or permitted to exist by any Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan Documents (whether or not having priority over the security thereof);

(i) any Borrower Entity makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor's rights, or any proceedings are commenced by any Borrower Entity seeking any order, declaration or judgement of any court adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets;

(j) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of any Borrower Entity, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property;

(k) any event of default under the First Mortgage Loan and/or any of the First Mortgage Loan Documents or the occurrence of any event which, with the passing of time or the giving of notice or both, would be a default or event of default by any Borrower Entity under the First Mortgage Loan or any of the First Mortgage Loan Documents;

(l) any event of default under the Subordinate Mortgage Loan and/or any of the Subordinate Mortgage Loan Documents or the occurrence of any event which, with the passing of time or the giving of notice or both, would be a default or event of default by any Borrower Entity under the Subordinate Mortgage Loan or any of the Subordinate Mortgage Loan Documents; or

(m) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan Document on its part to be observed or performed which default is not cured within the applicable notice, grace or cure period, or if no such period is provided and is not expressly excluded, within thirty (30) days following written notice of such default to such Borrower Entity, or within such longer period as may be reasonably required provided that the Chargor has commenced to cure such default within the applicable notice, grace, cure or thirty (30) day period as the case may be and thereafter proceeds diligently and in good faith until such default is completely cured, and which includes any of the following (but for greater certainty, there is no such notice, grace or cure period in respect of any other

Event of Default separately enumerated in this definition or which is expressly stated in any Loan Document to be immediate or to have no applicable notice, grace or cure period):

(i) if any Lien is made, created, issued, incurred or permitted to exist by any Person that is not a Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan Documents (whether or not having priority over the security thereof)

(ii) any Borrower Entity becomes insolvent or any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced against any Borrower Entity seeking any such order, declaration or judgement;

(iii) any default by any Borrower Entity under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property (including the First Mortgage Loan Documents or the Subordinate Mortgage Loan Documents) ranking in priority to or subsequent to the security of the Loan Documents which is not cured within any cure periods applicable thereto;

(iv) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction, and such writ, distress, attachment, process, judgment or order either (i) relates to or includes the Property or any part thereof, or (ii) in the opinion of the Chargee in its sole discretion, has or could be expected to have a Material Adverse Effect; or

(v) any other Event of Default expressly provided under any Loan Document.

"**First Mortgage**" means the first priority mortgage of the Property made by the Chargor in favour of the First Mortgage Lender in the principal amount of $3,000,000.

"**First Mortgage Commitment**" means the credit agreement or other commitment letter governing the First Mortgage Loan made between the Chargor, the First Mortgage Lender and others.

"**First Mortgage Lender**" means, individually and collectively, the 533438 Ontario Limited in its capacity as the initial lender under the First Mortgage Loan, any successor lender under the First Mortgage Loan from time to time, and each Person who acquires any right, title or interest of the initial lender under the First Mortgage Loan Documents from time to time.

"**First Mortgage Loan**" means the loan in the principal amount of up to $3,000,000 as described and defined in the First Mortgage Commitment and secured by the First Mortgage and other First Mortgage Loan Documents.

"**First Mortgage Loan Documents**" means all documents, instruments and agreements creating, evidencing, securing, guaranteeing and/or relating to the First Mortgage Loan, including the First Mortgage Commitment and the First Mortgage.

"**Governmental Authority**" means any federal, provincial, state, municipal or other form of government or any political subdivision or agency thereof, any body or authority exercising any functions of government, and any court, whether in Canada, the United States of America or elsewhere.

"**Guarantor**" means each Person named as Guarantor under any guarantee forming part of the Loan Documents.

"**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority including any contaminants, pollutants, asbestos, lead, polychlorinated by-phenyl or hydrocarbon products, any materials containing same or derivatives thereof, underground storage tanks, dangerous or toxic substances or materials, controlled products, and hazardous wastes.

"**Indemnitor**" means each Person named as Indemnitor under any indemnity forming part of the Loan Documents.

"**Initial Rate**" means the variable annual rate of interest which is the greater of (a) the Prime Rate plus 9.30%, and (b) 11.75%, which rate of interest shall be compounded and payable monthly, not in advance, both before and after demand, default and judgment.

"**Interest Accrual Period**" means a calendar month of the Term, commencing on the first day of each calendar month to and including the last day of the same calendar month, provided that the first Interest Accrual Period shall mean the period from and including the date of the initial Loan advance to and including the last day of the same calendar month.

"**Interest Adjustment Date**" means the date specified as the Interest Adjustment Date in this Charge.

"**Interest Rate**" means (i) for the period commencing on the initial Loan advance to and including the day immediately prior to the Step-Up Date, the Initial Rate; and (ii) for the period commencing on the Step-Up Date to and including the date upon which the Loan Indebtedness is paid in full to the Chargee, the Adjusted Rate.

"**Lands**" means the lands and premises described on page 1 of this Charge as the "Properties".

"**Leases**" means, collectively, all Commercial Leases and Residential Leases.

"**Lender Entity**" means each of the Chargee, the Loan servicer, the "Lender" named in the Commitment Letter, each Person having an ownership interest in the Loan from time to time, any receiver, receiver and manager, administrator or other Person with similar powers appointed by the Chargee, the issuer of any securities backed by or representing any direct or indirect interest in the Loan or any pool of loans that includes the Loan, and their respective employees, officers, directors, partners, agents and consultants.

"**Lien**" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions, and includes the Subordinate Mortgage Loan Documents.

"**Loan**" means the loan made by the Chargee to the Chargor in the Principal Amount pursuant to the Loan Documents.

"**Loan Documents**" means, collectively, all documents, instruments, agreements and opinions now or hereafter creating, evidencing, securing, guaranteeing and/or relating to the Loan and the Loan Indebtedness or any part thereof from time to time, including the Commitment Letter and this Charge.

"**Loan Indebtedness**" means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the Interest Rate, (iii) Costs, (iv) the Prepayment Charge, if applicable, (v) any amount, cost, charge, expense or interest added to the Loan Indebtedness under the Loan Documents or Applicable Laws or which is otherwise due and payable thereunder or secured thereby from time to time, and (vi) all other monetary obligations of any Borrower Entity under or in respect of the Loan and the Loan Documents.

"**Material Adverse Effect**" means a material adverse effect on any of (i) the value or marketability of all or any part of the Property, or the servicing, development, construction, use, leasing, operation or management thereof by any Person; or (ii) the ability of any Borrower Entity to observe and perform any of its respective covenants and obligations to the Chargee under or in respect of the Loan and the Loan Documents when due, or (iii) the validity, enforceability or priority of any of the Loan Documents, any of the respective covenants, obligations and liabilities of any Borrower Entity thereunder, or any of the rights and remedies of the Chargee thereunder, or (iv) the business, assets, property or financial condition of any Borrower Entity, taken as a whole.

"**Material Agreement**" means (i) each agreement or contract to which any Borrower Entity is a party or which it is bound or may hereafter become a party or be bound which is material and which relates to the ownership, use, operation and/or financing of the Property, or which, if breached or contravened by such Borrower Entity or if terminated, could reasonably be expected to have a Material Adverse Effect, (ii) each of the Loan Documents, the First Mortgage Loan Documents and the Subordinate Mortgage Loan Documents, and (iii) each Material Commercial Lease.

"**Material Commercial Lease**" means each Commercial Lease which is (i) for premises comprising 5,000 square feet or more, or (ii) for premises comprising greater than 1,000 square feet, but less than 5,000 square feet, and having a term (inclusive of all renewal and extension options, whether or not exercised) of ten (10) years or more.

"**Maturity Date**" means the date specified as the Balance Due Date in this Charge.

"**Minimum Interest Amount**" means the amount of $132,188 payable by the Chargor on account of regular interest (and not including any compound interest) on the outstanding Principal Amount from the date of the initial Loan advance until the date of any acceleration or prepayment of the Principal Amount occurring prior to the Maturity Date (including any acceleration as a result of an Event of Default).

"**Monthly Payment**" means each monthly payment of interest only payable by the Chargor to the Chargee on account of the Loan on each Payment Date up to and including the Maturity Date.

"Organization Documents" means, collectively, in respect of any Person other than a natural Person, all of the constating or organizational documents and instruments governing or giving rise to the creation, formation, existence, organization and operation of such Person from time to time, including (i) in respect of a corporation, its articles of incorporation, memorandum of association, articles of association, any amendments thereto and other similar or related documents and instruments, or (ii) in respect of any partnership, its partnership agreement, any amendments thereto, registrations and other similar or related documents and instruments; and (iii) in respect of a trust, its deed of trust or declaration of trust, any amendments thereto and other similar or related documents and instruments.

"**Payment Date**" means the first day of each calendar month occurring during the Term commencing on the first day of the first calendar month following the Interest Adjustment Date and ending on the Maturity Date.

"**Permitted Encumbrances**" means, as of any particular time and in respect of the Property, each of the following encumbrances: (i) all Commercial Leases which are either disclosed to and accepted by the Chargee in its sole discretion prior to the initial Loan advance or entered into subsequent to the initial Loan advance in compliance with the Loan Documents, (ii) all Residential Leases; (iii) Liens specifically set out as exceptions to title in Schedule B to the title insurance policy issued to the Chargee in respect of this Charge and accepted by the Chargee in its sole discretion prior to the initial Loan advance; (iv) Liens otherwise expressly permitted under the terms of the Loan Documents; (v) the First Mortgage Loan Documents; (vi) the Subordinate Mortgage Loan Documents; (vii) such other title exceptions disclosed to and accepted by the Chargee in its sole discretion and in writing from time to time; and (viii) the leasing or financing of any manufactured home or park mobile unit (collectively, the "**Manufactured Homes**") by the owner(s) thereof who is/are not a Borrower Entity; and (vii) the leasing or financing of Manufactured Homes in the ordinary course of the Chargor's business of owning and operating the Property but only if and so long as (a) the Manufactured Homes are not permanently affixed to the Property and are readily replaceable without material interference or interruption to the operation of the Property taken as a whole, (b) such lease and/or financing is secured only by the Manufactured Homes, and (c) the aggregate of all remaining amounts

payable by any Borrower Entity under all such leases and financings of Manufactured Homes up to and including the expiry or maturity of such leases and financings does not exceed the sum of $1,000,000; and provided that, in the opinion of the Chargee in its sole discretion, all such Permitted Encumbrances, in the aggregate, do not have and could not be expected to have a Material Adverse Effect.

"**Person**" means any individual, general or limited partnership, joint venture, sole proprietorship, corporation, unincorporated association, trust, trustee, executor, administrator, legal representative or Governmental Authority.

"**Prepayment Charge**" means, with respect to any acceleration or prepayment of the Principal Amount occurring prior to the Maturity Date (including any acceleration as a result of an Event of Default), the amount which is equal to the positive difference, if any, between the Minimum Interest Amount and the aggregate amount paid by the Chargor on account of regular interest (and not including any compound interest) on the outstanding Principal Amount from the date of the initial Loan advance until the date of such acceleration or prepayment. The Prepayment Charge will be calculated by the Chargee in accordance with its standard methodology two (2) Business Days immediately prior to the proposed or anticipated date of prepayment or acceleration.

"**Prime Rate**" means, at any time, the annual rate of interest established from time to time by TD Canada Trust, at its head office location in Toronto, Ontario, as a reference rate then in effect for determining interest rates that TD Canada Trust will charge its customers of varying degrees of creditworthiness in Canada on Canadian dollar demand loans.

"**Principal Amount**" means the principal amount specified in the Charge (for a Charge in the non-electronic paper based registration system, being the dollar amount specified in Box 4 of the Charge/Mortgage of Land (Form 2), or for a Charge in the electronic registration system, being the dollar amount specified in the Charge as "Principal").

"**Property**" means all legal and beneficial right, title, estate and interest in and to the Lands in fee simple, including any leasehold interest of the Chargor in the Lands, together with all buildings, structures, fixtures, and improvements of any nature and kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto. Without limiting the foregoing, "**Property**" also includes all of the following real and personal property, rights and claims and in each case, both present and after-acquired: (i) all Permitted Encumbrances, Material Agreements and permits, licenses or approvals relating to such Property or its management or operation; (ii) all reserves held by the Chargee (or its Loan servicer) under the Loan Documents, all reserves held by the First Mortgagee (or its Loan servicer) under the First Mortgage Loan Documents and all reserves held by the Subordinate Mortgagee (or its Loan servicer) under the Subordinate Mortgage Loan Documents, (iii) all proceeds, awards or payments of any nature or kind, together with any interest thereon, relating to any part of such Property; (iv) all expropriation proceeds relating to such Property; (v) all insurance proceeds and any unearned insurance premiums and all refunds or rebates of Realty Taxes relating to such Property; (vi) all claims and rights relating to such Property, including any claims for loss or damage to, or diminution of value of, any part of such Property; (vii) all deposits, security or advance payments of any nature or kind relating to such Property; (viii) all surveys, drawings, designs, reports, studies, tests, plans and specifications relating to such Property; (ix) any other property subject to (or required to be subject to) the security in favour of the Chargee for the Loan Indebtedness from time to time, including any cash deposit paid to the Chargee under Section 6.01(v) of this Charge, any similar cash deposit paid to the First Mortgage Lender pursuant to the First Mortgage Loan Documents and any similar cash deposit paid to the Subordinate Mortgage Lender pursuant to the Subordinate Mortgage Loan Documents; and (x) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby, so that immediately upon the acquisition, construction, assemblage, placement or conversion of same, each of the foregoing shall be deemed a part of the Property and shall automatically become subject to the security of the Loan Documents as fully and completely and with the same priority and effect as if now owned by the Chargor and specifically described herein, without any further mortgage, charge or hypothecation by the Chargor.

"**Realty Taxes**" means all taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, including municipal taxes, school taxes and local improvement charges, and all related interest, penalties and fines which at any time may be levied, assessed, imposed or be a Lien on all or any part of the Property.

"**Receiver**" has the meaning set out in Section 7.07.

"**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any other goods and services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof.

"Residential Leases" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and other similar agreements (including any lease or ground lease for one or more manufactured or mobile home pads) by which the use and occupancy of one or more residential units, rooms or beds comprising the Property are granted to any Person for residential purposes (including a hotel, motel, manufactured home community or other similar use) or any uses ancillary thereto (but excluding any other ground lease or head lease of any kind and for any purpose, which will be considered a Commercial Lease for all purposes), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security related thereto.

"**Subordinate Mortgage**" means the third priority mortgage of the Property made or to be made by the Chargor in favour of the Subordinate Mortgage Lender, subject to compliance with the provisions in subsection 4.02(d) hereof.

"**Subordinate Mortgage Commitment**" means the commitment letter governing the Subordinate Mortgage Loan made or to be made between the Chargor, the Subordinate Mortgage Lender and others.

"**Subordinate Mortgage Lender**" means Olympia Trust Company, as trustee for investors in RRSPs or other registered funds, its capacity as the initial lender under the Subordinate Mortgage Loan, any successor lender under the Subordinate Mortgage Loan from time to time, and each Person who acquires any right, title or interest of the initial lender under the Subordinate Mortgage Loan Documents from time to time.

"**Subordinate Mortgage Loan**" means the loan to the Chargor in the principal amount of up to $1,000,000 made or to be made by Olympia Trust Company, as trustee for investors in RRSPs or other registered funds, for a term and with interest and otherwise on terms satisfactory to the Chargee in its sole discretion, and as described and defined in the Subordinate Mortgage Commitment and secured by the Subordinate Mortgage and other Subordinate Mortgage Loan Documents, and subject to compliance with the provisions in subsection 4.02(d) hereof.

"**Subordinate Mortgage Loan Documents**" means the loan or security documents as defined in the Subordinate Mortgage Commitment and all other documents, instruments and agreements creating, evidencing, securing, guaranteeing and/or relating to the Subordinate Mortgage Loan, including the Subordinate Mortgage Commitment and the Subordinate Mortgage.

"Step-Up Date" means the first day of the third (3rd) calendar month immediately prior to the Maturity Date.

"**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

"**Term**" means the term of the Loan up to and including the Maturity Date.

"**Transfer**" means: (a) any conveyance, assignment, transfer, sale, granting or creation of an option or trust with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) any registered, unregistered or beneficial interest in the Property or any part thereof (but excluding any expropriation); or (b) any change in the effective voting control of any Person comprising the Chargor or any Person having any registered, unregistered or beneficial ownership interest of any part of the Property from the effective voting control of such Person existing as of the initial Loan advance (including any change of ownership more than 50% of the voting securities in the capital structure of any such Person); or (c) any agreement to do or complete any of the matters referred to in (a) or (b) above which is not conditional upon compliance with Subsection 4.02(d) hereof. For greater clarity, it is acknowledged and agreed that a Transfer does not include any sale, assignment, transfer or other disposition of any limited partnership units of Westcan Cedar Grove Limited Partnership or Carlton Trail Limited Partnership so long as each general partner thereof remains the same and there is no concurrent change in the effective voting control of the Chargor from that existing as of the date of the initial Loan advance (including any change of ownership of more than 50% of the voting securities in the capital structure of the Chargor).

Section 1.02 Interpretation and Construction.

In each of the Loan Documents, including this Charge: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation,"; (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or replacement statute thereto; (d) any reference to the Commitment Letter, any Loan Document, any Lease or other agreement or instrument includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Chargee, Chargor (including equivalent references to such Persons, such as "Lender" and "Borrower"), Indemnitor, any Guarantor, any Lender Entity or Borrower Entity, and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, and reference to "corporation" includes a company or other form of body corporate; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of any Loan Document into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of such Loan Document; (h) the Chargee's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Chargee acting reasonably (unless otherwise expressly provided in the Loan Documents), except that following an Event of Default and notwithstanding the foregoing and any other provision of any Loan Document or Applicable Laws to the contrary, the Chargee will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if such Loan Document expressly requires the Chargee to act reasonably); (i) notwithstanding any other provision of the Loan Documents or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) the Loan Documents are the result of negotiations between the parties thereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) notwithstanding the actual date of execution or registration of this Charge, this Charge may be referred to in the Loan Documents as having been executed as of or bearing a formal date of **June 1, 2020**; (l) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Chargor or any other Borrower Entity under any of the Loan Documents, then all such obligations and liabilities of all such Persons so named or who subsequently become liable for such obligations and liabilities are joint and several; (m) time is of the essence; (n) all obligations of the Chargor in the Loan Documents are deemed to be covenants by the Chargor in favour of the Chargee; (o) any reference to the knowledge, belief or awareness of the Chargor includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Chargor and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (p) where any reference is made in any of the Loan Documents to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release

to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; (q) if there is any conflict or inconsistency between any provision of this Charge and the provision of any other Loan Document, the provision of this Charge will prevail to the extent of any such conflict or inconsistency; (r) this Charge is intended by the parties to have been executed by the Chargor under seal for all purposes with the intention that this Charge be a specialty under Applicable Laws, whether or not a seal is actually affixed hereto; and (s) unless the Chargee otherwise elects at any time in writing and in its sole discretion, the mortgage, charge, assignment or security interest created by this Charge and any other Loan Document will not (i) extend or apply to the last day of any lease or agreement to lease in respect of real property now held or hereafter acquired by the Chargor or any other Borrower Entity as lessee, but the Chargor (for itself and on behalf of each Borrower Entity holding such leasehold interest) agrees that such last day will be held in trust for the Chargee, and if the Chargee elects to enforce such mortgage, charge, assignment or security interest in respect of such lease or agreement to lease, such last day will be assigned by the Chargor or such other Borrower Entity holding same to the Person acquiring such lease or agreement to lease from the Chargee or as the Chargee may otherwise expressly direct, (ii) extend to or apply to consumer goods or the shares of any unlimited company or unlimited liability corporation, or (iii) render the Chargee liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Chargor or any Borrower Entity is party or by which it is bound. This Charge is intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Charge will not be construed as being or deemed to be in conflict with such other Loan Documents. The delivery of this Charge for registration by direct electronic transmission will have the same effect for all purposes as if this Charge was in written form, signed by the Chargor and delivered to the Chargee. For the purposes of this Charge and each of the other Loan Documents, reference to the terms "Charge", "charge", "Chargor" and "Chargee" shall mean "Mortgage", "mortgage", "Mortgagor" and "Mortgagee" respectively and vice versa.

Section 1.03 Survival of Representations, Warranties and Covenants.

The representations, warranties, covenants and obligations of each Borrower Entity in the Loan Documents (i) will survive the making of any advance or full or partial repayment of the Loan, any full or partial release, termination or discharge of any Loan Document, and any enforcement or realization proceedings taken by any Lender Entity under any such Loan Document or Applicable Laws; (ii) will enure to the benefit of the Chargee for itself and on behalf of each Lender Entity, (iii)will be fully effective and enforceable by the Chargee notwithstanding any due diligence performed by or on behalf of any Lender Entity or any breach by any Borrower Entity of any of its obligations and liabilities in respect of the Loan or any other information (to the contrary or otherwise) known to any Lender Entity at any time; and (iv) will not be released, discharged or otherwise affected by the bankruptcy, winding-up, liquidation, dissolution or insolvency of, or any change in, any Borrower Entity, Lender Entity or any other Person that is a party to any agreement with any Lender Entity, including any change in the constitution of any partnership constituting any Lender Entity, Borrower Entity or other Person. Without limiting the foregoing, the representations, warranties, covenants and obligations of the Chargor under the Loan Documents will be fully binding upon and enforceable against the Chargor when it is the beneficial owner of the Property and when it is a trustee, agent or nominee of the Property for any other Person. The representations and warranties of each Borrower Entity in the Loan Documents are deemed to be made to the Chargee, for itself and for the benefit of each Lender Entity, on the date of execution of each Loan Document by such Borrower Entity and are deemed repeated by each such Borrower Entity on the date of each Loan advance (in each case, whether or not expressly stated in any Loan Document). The Chargor acknowledges and agrees that (i) each reference to Institutional Mortgage Capital Canada Inc., as Chargee under this Charge and in its other capacities and/or designations under each of the other Loan Documents, refers to Institutional Mortgage Capital Canada Inc. in its capacity as general partner for and on behalf of IMC Limited Partnership, and (ii) IMC Limited Partnership holds the Loan, the Loan Indebtedness and Loan Documents as custodian and agent for and on behalf of one or more investors therein from time to time and its or their respective successors and assigns from time to time. The Chargee has the sole and exclusive right to hold, receive, exercise, enforce and/or otherwise deal with, at all times in its sole discretion and without restriction, either directly or through a Loan servicer appointed by it, all of the rights, remedies, benefits and privileges of the Chargee under the Loan, Loan Documents and Applicable Laws as agent and custodian for and on behalf of all Persons having an ownership interest in the Loan from time to time. The Chargee may appoint a Loan servicer from time to time in its sole discretion, without notice to or the consent of any Borrower Entity, to collect and receive all Loan payments and proceeds, and to exercise and enforce any or all rights, remedies or benefits, or perform any or all obligations, of the Chargee under or in respect of the Loan, the Loan Documents and/or Applicable Laws, and such Loan servicer may appoint a sub-servicer from time to time in respect of any such matters. Each Borrower Entity will deal exclusively and at all times with the Chargee or its Loan servicer in respect of all matters relating to the Loan and the Loan Documents. Without limiting the foregoing, all enforcement actions or proceedings may be brought by the Chargee and/or the Loan servicer under or in respect of the Loan and the Loan Documents on behalf of each Lender Entity and the Chargor (for itself and on behalf of each Borrower Entity) irrevocably waives any requirement that any Person(s) having an ownership interest in the Loan from time to time be a party thereto. Notwithstanding any provision of the Loan Documents or Applicable Laws to the contrary, all claims, losses, costs or other amounts for which the Chargee is entitled to indemnity under any of the Loan Documents include claims, losses, costs or other amounts made against or incurred by the Chargee, the Loan servicer and/or each Person having an ownership interest in the Loan from time to time (whether or not specifically stated) and each such indemnity shall enure to the benefit of the Chargee, the Loan servicer and each such Person, and their respective successors and assigns. To the extent that any Lender Entity is entitled to indemnity for or in respect of any matter under any of the Loan Documents but is not a party thereto, such indemnity will be a valid and effective indemnity in favour of such Lender Entity for all purposes and the Chargee will hold and be entitled to enforce the full benefit of such indemnity on behalf of all such Lender Entities.

Section 1.04 Recourse.

Notwithstanding any other provision in any Loan Document to the contrary, the respective obligations and liabilities of each Borrower Entity under the Loan and each of the Loan Documents are full recourse to each such Borrower Entity and all of its respective property and assets at all times without limitation or restriction of any kind.

Section 1.05 REIT Provision.

Notwithstanding any other provision of this Charge or any other Loan Document, if any Borrower Entity is a real estate investment trust (a "**REIT**"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to this Charge and the other Loan Documents, and the Chargee will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under any Loan Document, or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Charge or any other Loan Document.

ARTICLE 2 - CHARGE

Section 2.01 Charge.

As security for the payment and performance to the Chargee of the Loan Indebtedness and the observance and performance by the Chargor of all of its other covenants and obligations hereunder and under the other Loan Documents, the Chargor hereby mortgages, charges, assigns and grants a security interest in the Property to and in favour of the Chargee.

Section 2.02 Continuing Security.

This Charge will operate until all Loan Indebtedness has been fully paid to the Chargee and all other obligations of the Chargor under the Loan Documents have been fully performed, each in the manner contemplated by this Charge and the other Loan Documents, and a discharge of this Charge is executed and delivered by the Chargee to the Chargor pursuant to Section 7.13. Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the Principal Amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances or readvances when so made will be secured by this Charge and be repayable with interest at the Interest Rate and this Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances or readvances of the Principal Amount or any part thereof with interest at the Interest Rate and all other amounts secured hereby and notwithstanding any change in the amount, nature or form of the Loan Indebtedness from time to time. If the whole or any part of the Principal Amount or other amount secured hereby is repaid, this Charge will be and remain valid security for any subsequent advance or readvance of any part of the Loan Indebtedness by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

ARTICLE 3 - PAYMENT PROVISIONS

Section 3.01 Covenant to Pay.

The Chargor acknowledges itself indebted and promises to pay the Loan Indebtedness to the Chargee as and when provided in this Charge, without legal or equitable set-off, deduction, abatement, defence or claim of any kind.

Section 3.02 Interest.

The Principal Amount advanced to the Chargor from time to time will bear interest at a variable rate per annum equal to the Interest Rate in effect for each Interest Accrual Period, which interest shall be compounded and payable monthly, not in advance, both before and after default, demand, maturity and judgment until paid. The Interest Rate for each Interest Accrual Period will be set by the Chargee on the last Business Day of the immediately preceding calendar month, or in the case of the initial Interest Accrual Period, at the time of the initial advance of the Loan. Interest shall be charged on the actual number of days elapsed in each Interest Accrual Period and, except as otherwise provided in Section 3.03(a), shall be payable in arrears. The establishment of the Prime Rate and the determination by the Chargee of the Interest Rate for each Interest Accrual Period shall be final and binding on each Borrower Entity subject only to manifest error.

The Chargor acknowledges and agrees, both for itself and on behalf of each Borrower Entity, that the increase in the Interest Rate on the Step-Up Date occurs solely by passage of time, and not as a result of the occurrence of any default or Event of Default.

Section 3.03 Payment Provisions.

The Chargor will pay the Loan Indebtedness to the Chargee as follows: (a) on the date of the initial Loan advance, the Chargor shall pay to the Chargee, in advance, interest on the outstanding Principal Amount at the Interest Rate for the initial Interest Accrual Period (at the option of the Chargee, such interest may be deducted from the initial Loan advance); (b) on each Payment Date following the Interest Adjustment Date and until and including the Maturity Date, the Chargor shall make monthly payments of interest only each in an amount equal to the interest accrued on the outstanding Principal Amount during the Interest Accrual Period ending on the day immediately prior to such Payment Date at the Interest Rate in effect for such Interest Accrual Period; (c) any part of the Loan Indebtedness that is not principal or interest on principal will be payable on demand with interest thereon at the Interest Rate; and (d) the balance of the Loan Indebtedness then remaining including the outstanding Principal Amount together with any interest thereon at the Interest Rate will become due and be paid on the Maturity Date.

Section 3.04 Compound Interest.

Interest will accrue on overdue interest at the Interest Rate from time to time, both before and after default, demand, maturity and judgment until paid and shall be due and payable by the Chargor to the Chargee forthwith. If such overdue

interest and compound interest are not paid on or before the next Payment Date, a rest will be made and compound interest at the Interest Rate will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All compound interest will be added to the Loan Indebtedness and will be secured by this Charge and the Loan Documents.

Section 3.05 Receipt of Payment.

Payment will not be deemed to have been made until the Chargee has actually received such money. The Chargor assumes all risk if payments are lost or delayed. Any payment received after 12:00 noon Toronto time on any day will be deemed, for the purpose of calculation of interest, to have been made and received on the next Business Day. Payments will be made to the Chargee at such place as the Chargee may designate from time to time by notice to the Chargor.

Section 3.06 Wire Transfer/Pre-authorized Chequing.

The Chargor, on written request from the Chargee, and at the Chargee's option, will make all payments pursuant to this Charge by pre-authorized chequing or electronic debit entry on an account maintained by the Chargor and will execute and provide such written authorizations and sample cheques as the Chargee may require.

Section 3.07 Dishonoured Cheques or Payments.

If any of the Chargor's cheques are not honoured when presented for payment or if a pre-authorized payment is not honoured, the Chargor will immediately pay the Chargee a reasonable servicing fee as determined by the Chargee or its servicer to cover the administration costs and expenses arising therefrom. Until paid, such servicing fee, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 3.08 No Right of Prepayment.

Except as expressly provided in this Section 3.08 or elsewhere in this Charge, the Loan Indebtedness may not be prepaid in whole or in part at any time prior to the Maturity Date.

The Chargor may prepay all (but not less than all) of the outstanding Loan Indebtedness at any time during the Term, subject to the satisfaction of the following terms and conditions:

(a) the Chargor shall either (i) give the Chargee not less than sixty (60) days prior written notice of such prepayment (which notice shall be irrevocable by the Chargor and will specify the date on which such prepayment will be made), or (ii) make payment to the Chargee of sixty (60) days interest in lieu of the notice required pursuant to subsection (i), such interest to be calculated using the Interest Rate in effect for the Interest Accrual Period during which such prepayment is made;

(b) the Chargor shall concurrently pay to the Chargee:

(i) the outstanding Principal Amount;

(ii) all accrued and unpaid interest (including any additional interest payable pursuant to subsection 3.08(a)(ii) hereof, if applicable);

(iii) if such prepayment is not made on a Payment Date, in addition to all other amounts, an amount equal to all interest that would have accrued, absent such prepayment, on the Principal Amount at the applicable Interest Rate up to and including the next regularly scheduled Payment Date;

(iv) if such prepayment occurs prior to payment of the Minimum Interest Amount and in addition to all other amounts, the Prepayment Charge; and

(v) all other outstanding Loan Indebtedness.

Any failure by the Chargor to pay to the Chargee such prepayment on the date specified in any notice given by the Chargor hereunder shall be an immediate Event of Default.

If any acceleration (including any acceleration under Section 4.02(d) hereof) or prepayment of all or any part of the Principal Amount should occur for any reason whatsoever (whether as a result of any Event of Default, Applicable Laws or otherwise) prior to payment of the Minimum Interest Amount, then the Prepayment Charge will immediately become due and payable by the Chargor to the Chargee, in addition to all other Loan Indebtedness. Such Prepayment Charge will be added to the Loan Indebtedness and until paid, will bear interest at the Interest Rate and will be secured by the Loan Documents.

The Chargor acknowledges and agrees that the Prepayment Charge represents fair and reasonable compensation for the loss that the Chargee (and any Person having an ownership interest in the Loan) may sustain from any acceleration or prepayment of the Principal Amount prior to payment of the Minimum Interest Amount and that such Prepayment Charge is commercially reasonable and a genuine pre-estimate of such loss and is not a penalty. Nothing in this paragraph creates any right of prepayment of all or any part of the Loan Indebtedness in favour of the Chargor or any other Person at any time. The Chargor agrees to indemnify, pay and save each Lender Entity harmless from and against all actions, proceedings, claims, demands, judgments, losses, damages, liabilities, costs or expenses (including legal fees) made against or incurred by such Lender Entity arising from or relating directly or indirectly to (i) the failure of the Chargor to pay such Prepayment Charge to the Chargee upon any acceleration or prepayment of the Loan (including any acceleration as a result of an Event of Default) and/or (ii) any claim, action or proceeding alleging that such Prepayment Charge is not payable to or enforceable by the Chargee under Applicable Laws for any reason. Until paid, any amounts payable to any Lender Entity hereunder, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 3.09 Application of Payments.

Prior to an Event of Default, all amounts (including Monthly Payments) received by the Chargee on account of the Loan Indebtedness will be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to the Loan or any Loan Document for any reason (other than the Principal Amount), including sums advanced to pay Realty Taxes, Costs, insurance premiums or other charges against the Property (together with interest thereon at the Interest Rate from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the Principal Amount. Following an Event of Default, all payments received by the Chargee (regardless of any designation or allocation of such payments by any Borrower Entity as principal, interest or otherwise) will be applied by the Chargee to principal, interest and/or such other charges due under this Charge or the other Loan Documents in such order as the Chargee determines in its sole discretion.

Section 3.10 Costs.

The Chargor covenants to pay all Costs to the Chargee forthwith upon demand whether or not all or any part of the Principal Amount is advanced. Until paid, all Costs together with interest thereon at the Interest Rate will be added to the Loan Indebtedness and will be secured by the Loan Documents. The Chargor, for itself and on behalf of each Borrower Entity, agrees that any recovery fee, workout fee and all special servicing fees which become payable to any Loan servicer in respect of the Loan at any time during the Term and which are included in Costs are fair and commercially reasonable costs and expenses incurred by the Chargee and do not constitute a fine, penalty or default interest charged on arrears of principal or interest.

Section 3.11 Deemed Re-investment.

There will be no allowance or deduction for deemed re-investment with respect to any amounts paid to the Chargee on account of interest under the Loan.

Section 3.12 Advance Directed to Pay Reserves and Costs.

Notwithstanding any Applicable Laws to the contrary, any amounts directed from any Loan advance by the Chargor to be paid as a reserve under the Loan Documents or to be paid on account of any Costs will be considered to be fully and immediately advanced to the Chargor for all purposes, will bear interest at the Interest Rate from and after the date of such Loan advance, and shall be fully and immediately secured by the Loan Documents in priority to all other Liens.

Section 3.13 Reserves.

In addition to the Loan Indebtedness, the Chargor must pay to the Chargee all Loan reserves required by the Loan Documents when due.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Statutory Covenants.

The implied covenants under subsection 7(1) of the *Land Registration Reform Act* (Ontario) are expressly incorporated in this Charge but are varied so that they apply to the Chargor when it is the beneficial owner of the Property and to the Chargor when it is a trustee of the Property for any other Person. The covenants in this Charge supplement and do not derogate from such implied covenants.

Section 4.02 Representations, Warranties and Covenants.

The Chargor, for itself and on behalf of each Borrower Entity, represents and warrants to and covenants with the Chargee, for itself and for the benefit of each Lender Entity, as follows:

(a) Authorization. Each Borrower Entity (i) which is a corporation, is a duly organized and validly existing corporation under the laws of its governing jurisdiction; (ii) which is a partnership or trust, is a valid and subsisting partnership or trust, as the case may be, under the laws of its governing jurisdiction; (iii) to the extent it owns any registered, unregistered or beneficial interest in the Property, has full power, authority and legal right to own its interest in the Property and to carry on its business with respect to the Property in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iv) has full power, authority and legal right to enter into each of the Loan Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (v) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Loan Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; (vi) will maintain in good standing its existence, capacity, power and authority as a corporation, partnership or trust, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith; (vii) will not make or permit any amendment to its Organizational Documents or continue into any other jurisdiction outside of Canada (from that existing as of the initial Loan advance) in each case without the prior written consent of the Chargee in its sole discretion; (viii) will not change its name, chief executive office, principal place of business or domicile or continue into any other jurisdiction within Canada without giving the Chargee 30 days' prior written notice, and (ix) which is the Chargor, is a corporation resident in Canada for the purposes of the *Income Tax Act* (Canada).

(b) Enforceability. The Loan Documents constitute valid and legally binding obligations of each Borrower Entity which is a party thereto enforceable against each of them in accordance with their respective terms and are not subject to any right of rescission, set-off (legal or equitable), counterclaim or defence. Neither execution and delivery of the Loan Documents, nor compliance with the terms and conditions of any of

them, (i) has resulted or will result in a breach or violation of the Organizational Documents governing any Borrower Entity, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Borrower Entity is a party or by which it or the Property or any part thereof is bound, including, the First Mortgage Loan, the First Mortgage Loan Documents, the Subordinate Mortgage Loan and the Subordinate Mortgage Loan Documents, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title and Security. The Chargor is the sole registered and legal owner of the Property as nominee and bare trustee for and on behalf of the beneficial owner(s) thereof as disclosed to the Lender prior to advance of funds hereunder. The Chargor and the said beneficial owner(s) have good and marketable title to the Property free and clear of all Liens other than Permitted Encumbrances. This Charge and the other Loan Documents will be at all times a good and valid second priority mortgage, charge, assignment of and security interest in and of the entire legal and beneficial ownership interest in the Property in priority to all other Liens other than Permitted Encumbrances. The Chargor will defend title to the Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. The Chargor will not permit the Property or any part thereof to be subject to or included in any condominium or strata title regime or any other form of multiple ownership or governance.

(d) Transfers and Liens. No Transfer will be made or permitted to be made without the prior written consent of the Chargee in its sole discretion. Other than Permitted Encumbrances, no Liens will be created, issued, incurred or permitted to exist (by operation of law or otherwise and whether prior to, pari passu with or subordinate to this Charge or the other Loan Documents or the security thereof) in respect of, or registered against, any part of the Property or any interest therein (except in favour of the Chargee as security for the Loan), without the prior written consent of the Chargee at its sole option exercisable in its sole discretion. Any Lien not permitted hereby must be fully vacated and discharged from the Property by the Chargor forthwith. If, without the prior written consent of the Chargee, any Transfer or Lien of any part of the Property or any interest therein (other than a Transfer or Lien otherwise expressly permitted under the terms hereof) is made, created, incurred, taken or permitted to exist, then the Chargee, at its sole option exercisable in its sole discretion and without limiting its other rights and remedies hereunder, may declare an Event of Default to have occurred and the Loan Indebtedness (including the Prepayment Charge) to be immediately due and payable by the Chargor to the Chargee, in which event all of the Chargee's rights and remedies under this Charge, the other Loan Documents and Applicable Laws will become immediately enforceable. Notwithstanding the foregoing, if the Chargee elects to provide its consent to any Transfer or Lien, then notwithstanding such consent, such Transfer or Lien will be subject at all times to the satisfaction by the Chargor of each of the following terms and conditions prior to the completion of such Transfer, in each case at the Chargor's sole cost and expense and to the satisfaction of the Chargee in its sole discretion: (i) no Event of Default has occurred and is uncured and no event has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, (ii) the Chargee has approved in its sole discretion the financial condition, managerial capacity and ownership structure of the transferee, (iii) the transferee and each other Borrower Entity must execute and deliver, in the Chargee's form, an assumption agreement and such other indemnities, confirmations, insurance policies (including title insurance) and opinions as the Chargee may require in its sole discretion, (iv) INTENTIONALLY DELETED; (v) the Chargor must pay all fees, costs and expenses (plus applicable taxes) of the Chargee, the Loan servicer and its legal counsel relating to such Transfer, its review of Chargor's compliance with these terms and conditions, the preparation and review and/or recording of any and all documents and legal opinions relating thereto, including any governmental or third-party fees, costs, taxes or assessments thereon, (vi) the Chargor must pay to the Chargee an assumption fee with respect to such Transfer equal to 0.50% of the Principal Amount (such fee not to exceed $25,000.00), plus applicable taxes, (vii) registered title to the Property must be held at all times by a corporation resident in Canada for the purposes of the *Income Tax Act* (Canada), and (viii) the Chargor must satisfy all other conditions imposed by the Chargee in respect of such Transfer.

Notwithstanding any other provision of any Loan Documents to the contrary, no Transfer otherwise permitted by this Charge will be permitted, and the Chargee may withhold its consent to such Transfer, if, in the opinion of the Chargee or its legal counsel in its sole discretion, it would result in a novation of the Loan under Applicable Laws or if it has or could be expected to have a Material Adverse Effect. This Section 4.02(d) supersedes all provisions governing Transfers set out in the Commitment Letter and any addenda thereto.

Notwithstanding the restrictions contained in the first paragraph of this Section 4.02(d), and provided no Event of Default has occurred and is uncured and no event has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, the Chargor may place a subordinate Lien on the Property in favour of Olympia Trust Company as trustee for investors in RRSPs or other registered funds in the amount of $1,000,000 for a term with interest and otherwise on terms satisfactory to the Lender in its sole discretion (herein defined as the Subordinate Mortgage), and subject to the satisfaction of each of the following conditions prior to the granting of such subordinate Lien, in each case at the Chargor's sole cost and expense and to the satisfaction of the Chargee in its sole discretion: (i) the Chargor must demonstrate that (A) the Chargor will be able to make all payments when due under the indebtedness secured by such subordinate Lien from Property cash flow, including all amounts due on maturity, after all payments due on account of the Loan, all Loan reserves and all Property expenses (both capital and non-capital) are paid, and (B) there are no insolvency issues with respect to any Borrower Entity**;** (ii) the subordinate lender must execute and deliver to the Chargee a subordination and standstill agreement in the Chargee's required form, which agreement must include a full subordination and postponement of the subordinate Lien and all indebtedness secured thereby to the Loan Documents, all Loan Indebtedness and all Loan reserves, restrictions on payment of such subordinated indebtedness from Property cash flow, and complete standstill provisions restricting the enforcement by the subordinate lender of all of its rights and remedies under or in respect of the subordinate Lien and all indebtedness secured

thereby without the Chargee's prior written consent in its sole discretion; and (iii) the Chargor must pay all fees, costs and expenses (plus applicable taxes) of the Chargee, the Loan Servicer and its legal counsel relating to the Chargee's review and approval of such subordinate Lien, its review of Chargor's compliance with these terms and conditions and the preparation and review and/or recording of any and all documents and legal opinions relating thereto, including any governmental or third-party fees, costs, taxes or assessments thereon.

(e) Realty Taxes and Utility Charges. The Chargor will pay or cause to be paid all Realty Taxes and utility charges relating to the Property when due. Without limiting the foregoing, the Chargor will also comply with its obligations under the Commitment Letter and the Subordinate Mortgage Loan Documents with respect to Realty Tax reserves and any applicable tax instalment payment plan applicable to the Property, including making all payments thereunder when due, but subject to the provisions of the First Mortgage Loan Documents. The Chargor will deliver to the Chargee receipted invoices or other evidence of payment of (i) Realty Taxes as set out in the Commitment Letter, and (ii) utility charges upon request by the Chargee.

(f) Litigation. There are no existing or threatened actions, proceedings or claims against or relating to the Property or any Borrower Entity or, to the Chargor's knowledge, any prior owner of the Property, except in each case as disclosed to and accepted by the Chargee in writing prior to the initial Loan advance. Upon becoming aware of any threatened or actual action, proceeding or claim against or relating to the Property or any Borrower Entity or any prior owner of the Property, the Chargor will promptly notify and provide the Chargee with such information concerning same as the Chargee may require from time to time.

(g) Property. The Property is in good condition and repair, complies with all Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals, and the current location, occupancy, operation and use of the buildings, structures and other improvements on the Property (including all existing and permitted uses of the Property by Tenants) either comply with all Applicable Laws, or to the extent of any non-compliance, such non-compliance is legally permitted under Applicable Laws. No buildings, structures or other improvements have been made, altered or removed from the Property since the date of the survey provided to the Chargee prior to the initial Loan advance and such survey accurately shows the location thereof. Except as expressly disclosed as exceptions to title in Schedule B to the title insurance policy issued to the Chargee in connection with the initial Loan advance and accepted by the Chargee in its sole discretion, the Chargor is not aware of any action, proceedings, notices, judgments, orders or claims by any Person alleging or relating to any non-compliance by the Property with any Applicable Laws, Permitted Encumbrances, Material Agreements or any permits, licenses or approvals and the Chargor shall promptly notify and provide the Chargee with particulars of any default thereunder and any other information as the Chargee may require from time to time. All services and utilities necessary for the use and operation of the Property are located in the public highway(s) abutting the Property (or within easements disclosed to and approved by the Chargee in writing prior to the initial Loan advance) and are connected and available for use. The Property has unrestricted and unconditional rights of public access to and from public highways (completed and available for public use) abutting the Property at all existing access points. There is no existing or threatened expropriation or other similar proceeding in respect of the Property or any part thereof.

(h) Use and Maintenance. Neither the Chargor nor any other Borrower Entity will change the use of or abandon the Property, commit or permit any waste of the Property or remove or permit the removal of any building, structure or other improvement from the Property (other than any Tenant's improvements which are removable by a Tenant in accordance with its Lease). The Chargor will diligently maintain, use, manage, operate and repair the Property in a safe and insurable condition, in accordance with Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals, in a prudent and business-like manner, and in keeping with the highest standards for similar properties in the locality in which the Property is situate. The Chargor will promptly make or cause to be made at its expense all repairs and replacements to the Property necessary to comply with this Subsection in a good and workmanlike manner and equal or better in quality to the original work, and in compliance with all Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals.

(i) Changes to Property. Neither the Chargor nor any other Borrower Entity will demolish, remove, construct, alter, add to, repair or restore the Property or any portion thereof (collectively, "**Alterations**") nor consent to or permit any other Person to make such Alterations without obtaining in each instance the Chargee's prior written consent in its sole discretion. Nothing herein will prevent or restrict any Borrower Entity from complying with its obligations to maintain and repair the Property in accordance with the Loan Documents, the First Mortgage Loan Documents and the Subordinate Mortgage Loan Documents.

(j) Management. The manager of the Property and each management agreement will each be subject to the prior written approval of the Chargee in its sole discretion from time to time. The manager will not be removed or replaced and the management agreement shall not be terminated or amended without the prior written consent of the Chargee in its sole discretion. Upon an Event of Default, the Chargee may terminate, or require the Chargor to terminate, any such management agreement and/or manager of the Property and may retain, or require the Chargor to retain, a new manager of the Property approved by the Chargee (in each case at the Chargor's sole expense). Each management agreement must contain termination provisions consistent with this Subsection.

(k) Right of Inspection. The Chargee, the Loan servicer and their respective agents and employees will have the right, subject to the rights of Tenants under existing and future Leases, to enter and inspect the Property and/or make any environmental tests and inspections at all reasonable times and, except in an emergency or following an Event of Default, upon reasonable notice (which notice shall not be required to be writing) to

the Chargor. The Chargee will not be considered to have taken possession of the Property or to otherwise become a mortgagee or chargee in possession of the Property by reason of its exercise of any such right.

(l) Permits. The Chargor (i) has obtained all permits, agreements, rights, licences, authorizations, approvals, franchises, trademarks, trade names and similar property and rights (collectively "**Permits**") necessary to permit the lawful construction and the current occupancy, operation and use of the Property; (ii) is not in default under such Permits and will maintain all such Permits in good standing and in full force and effect; (iii) will not terminate, amend or waive any of its rights and privileges under any Permits without the Chargee's prior written consent in its sole discretion; and (iv) is not aware of any proposed changes or any notices or proceedings relating to any Permits (including pending cancellation, termination or expiry thereof). The Chargor will promptly notify and deliver to the Chargee particulars of any such changes, notices or proceedings that may arise from time to time.

(m) Representations Regarding Environmental Matters. Except as disclosed to the Chargee prior to the initial Loan advance, (i) the Property and all activities conducted thereon comply with all Environmental Laws, and (ii) the Property contains no Hazardous Substances contrary to Environmental Laws, is not currently, subject to any remediation or clean-up of Hazardous Substances and there is no existing or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim, directive or Lien of any nature or kind against or affecting the Property or the Chargor arising under or relating to Environmental Laws (each, an "**Environmental Proceeding**"). All environmental assessments, audits, tests and reports relating to the Property of which each Borrower Entity is aware have been delivered to the Chargee. To the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or any Environmental Proceedings which would render illegal or affect the present use and operation of the Property. No Borrower Entity has used or permitted the use of the Property to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances contrary to Environmental Laws or as a waste disposal site. The Property is not and will not be used at any time for the purpose of manufacturing or storing Hazardous Substances contrary to Environmental Laws.

(n) Covenants Regarding Environmental Matters. The Chargor will: (i) ensure that the Property and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Property (except those used incidentally in the ordinary course of business of the Chargor or any Tenant and in compliance with all Environmental Laws); (iii) ensure that any Hazardous Substance brought onto the Property or used by any person on the Property shall be transported, used and stored only in accordance with Environmental Laws; (iv) notify the Chargee promptly of any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substance on, from, or under the Property; (v) notify the Chargee promptly of any threatened or actual Environmental Proceedings that may arise from time to time and provide particulars thereof; (vi) remediate and cure in a timely manner any non-compliance by the Property or the Chargor with Environmental Laws, including removal of any Hazardous Substances; and (vii) provide the Chargee promptly upon request with such information and documents and take such other steps (all at the Chargor's expense) as may be required by the Chargee to confirm and/or ensure compliance by the Property, the Chargor and each Tenant of the Property with Environmental Laws.

(o) Environmental Indemnity. Without limiting any other provision of any Loan Document, the Chargor will indemnify and pay, protect, defend and save each Lender Entity harmless from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs and expenses (including legal fees and disbursements on a full indemnity or equivalent basis) (collectively "**Environmental Claims**") occurring, imposed on, made against or incurred by such Lender Entity arising from or relating to, directly or indirectly, whether or not disclosed by any environmental assessment obtained by any Lender Entity prior to the initial Loan advance and whether or not caused by the Chargor or within its control: (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Property or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws; or (v) any breach by any Borrower Entity of any Loan Document or Applicable Laws relating to environmental matters (including Section 4.02(m) and Section 4.02(n) above). Notwithstanding any other provision of this Charge or any other Loan Document, the Chargor agrees that each Lender Entity will have full and unrestricted recourse to the Chargor, each Indemnitor and all of their respective property and assets for all such Environmental Claims.

(p) Estoppel Certificates. Within fifteen (15) days following a request by the Chargee from time to time, the Chargor will provide the Chargee with a written statement confirming the status of the Loan in form and content required by the Chargee or Loan servicer, including the amount of the Loan Indebtedness, interest rate and payment terms and particulars of all existing or alleged defaults, claims, offsets or defences.

(q) Financial and Other Information. All financial statements and other information delivered to any Lender Entity by or on behalf of each Borrower Entity in connection with the Loan are complete and correct in all material respects as of the date of delivery to such Lender Entity or as of such other date specified therein, and include all material facts and circumstances concerning the financial or other condition or status of the Property, each Borrower Entity or its business and operations necessary to ensure all such statements and information so provided are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein. There has been no material adverse change in the financial or other condition of the Property, any Borrower Entity or its business and operations since the date such statements and information were delivered to such Lender Entity or since the date specified therein, as applicable. No Borrower Entity has any material liability (contingent or otherwise) or other unusual or forward

commitment not reflected in such financial statements. Each Borrower Entity has filed all tax returns required by Applicable Laws and has paid, when due, all taxes, surtaxes, duties, rates, withholdings, all source deductions (for income tax, employment insurance and other matters) and other similar charges (including related interest, penalties and fines) imposed on it or required to be made by Applicable Laws or any Governmental Authority.

(r) Financial Statements. The Chargor will provide the following financial statements and information to the Chargee, certified by the Chargor or the related Borrower Entity and prepared in accordance with generally accepted accounting principles consistently applied and in form and substance acceptable to the Chargee: (i) a monthly construction and property improvement status update in respect of the Property with such details thereof and copies of supporting documentation as may be reasonably required by the Chargee; (ii) on the first days of each quarter year (commencing on the first day of any month as determined by the Chargee in its sole discretion and which may not correspond to the calendar quarter years), an operating statement and rent roll for the Property with respect to the immediately preceding quarter year; (iii) annual financial statements for each Borrower Entity that is not an individual, within ninety (90) days after the end of each fiscal year of each such Borrower Entity; (iv) annual net worth statements from each Borrower Entity that is an individual, and (v) such other information with respect to the Property and/or any Borrower Entity reasonably requested from time to time by the Chargee. The Chargee, the Loan servicer and/or their respective agents have the right to make inspections and audits of the Property and all books and records relating to the Property and each Borrower Entity at such time(s) as the Chargee may determine in its sole discretion and at the Chargor's expense, and the Chargor will cooperate and will cause each other Borrower Entity to cooperate fully therewith.

(s) Not a Construction Loan. Except as otherwise expressly disclosed by the Chargor in writing and accepted by the Chargee prior to the initial Loan advance, the Chargor covenants, represents and warrants that the Loan and the proceeds thereof are not to be used for the purpose of securing the financing of any improvement (within the meaning of the *Construction Act* (Ontario)) to the Property or for repaying any mortgage or charge which was taken to secure the financing of an improvement to the Property.

(t) First Mortgage Loan. The Chargor covenants to observe and perform, and to cause each other Borrower Entity to observe and perform, all of its respective covenants, obligations and liabilities to the First Mortgage Lender under the First Mortgage Loan and the First Mortgage Loan Documents. All information delivered to any Lender Entity by or on behalf of each Borrower Entity relating to the First Mortgage Loan and/or the First Mortgage Loan Documents is true, correct and complete in all respects. Prior to the initial advance of the Loan, the Chargor provided full and complete copies of all First Mortgage Loan Documents (including all existing amendments and waivers) to the Chargee. No Borrower Entity will amend, modify, supplement, restate and/or replace any term or provision of the First Mortgage Loan, any of the First Mortgage Loan Documents and/or any of its obligations, liabilities, covenants and/or any security granted thereunder to the First Mortgage Lender at any time without the prior written consent of the Chargee in its sole discretion. The Chargor covenants and agrees that no Borrower Entity, and no Affiliate of any Borrower Entity, will become the First Mortgage Lender, acquire any ownership interest in the First Mortgage Loan, or acquire, assume or exercise (directly or indirectly) any right to control or direct all or any part of the servicing, administration or enforcement of, or any other actions or decisions required or permitted to be made by the First Mortgage Lender or its loan servicer relating to, the First Mortgage Loan and/or the First Mortgage Loan Documents, in each case at any time without the prior written consent of the Chargee in its sole discretion.

For greater clarity and notwithstanding anything otherwise provided by any other Loan Document or any Applicable Laws, if the Chargee determines in its sole discretion that it is necessary to pay to the First Mortgagee all or any part of the First Mortgage Loan (whether in consequence of any demand, default or otherwise under or pursuant to any of the First Mortgage Loan Documents), each such payment so made shall be an Event of Default under this Charge and all amounts so paid by the Chargee shall be or shall be deemed to be a protective advance made by the Chargee under this Charge and shall payable by the Chargor to the Chargee forthwith upon demand therefore together interest thereon at the Interest Rate in effect for each Interest Accrual Period, which interest shall be compounded and payable monthly, not in advance, both before and after default, demand, maturity and judgment until all such protective advances are repaid.

(u) Subordinate Mortgage Loan. The Chargor covenants to observe and perform, and to cause each other Borrower Entity to observe and perform, all of its respective covenants, obligations and liabilities to the Subordinate Mortgage Lender under the Subordinate Mortgage Loan and the Subordinate Mortgage Loan Documents. All information delivered to any Lender Entity by or on behalf of each Borrower Entity relating to the Subordinate Mortgage Loan and/or the Subordinate Mortgage Loan Documents is true, correct and complete in all respects. No Borrower Entity will amend, modify, supplement, restate and/or replace any term or provision of the Subordinate Mortgage Loan, any of the Subordinate Mortgage Loan Documents and/or any of its obligations, liabilities, covenants and/or any security granted thereunder to the Subordinate Mortgage Lender at any time without the prior written consent of the Chargee in its sole discretion. The Chargor covenants and agrees that no Borrower Entity, and no Affiliate of any Borrower Entity, will become the Subordinate Mortgage Lender, acquire any ownership interest in the Subordinate Mortgage Loan, or acquire, assume or exercise (directly or indirectly) any right to control or direct all or any part of the servicing, administration or enforcement of, or any other actions or decisions required or permitted to be made by the Subordinate Mortgage Lender or its loan servicer relating to, the Subordinate Mortgage Loan and/or the Subordinate Mortgage Loan Documents, in each case at any time without the prior written consent of the Chargee in its sole discretion.

For greater clarity and notwithstanding anything otherwise provided by any other Loan Document or any Applicable Laws, if the Chargee determines in its sole discretion that it is necessary to pay to the

Subordinate Mortgagee all or any part of the Subordinate Mortgage Loan (whether in consequence of any demand, default or otherwise under or pursuant to any of the Subordinate Mortgage Loan Documents), each such payment so made shall be an Event of Default under this Charge and all amounts so paid by the Chargee shall be or shall be deemed to be a protective advance made by the Chargee under this Charge and shall payable by the Chargor to the Chargee forthwith upon demand therefore together interest thereon at the Interest Rate in effect for each Interest Accrual Period, which interest shall be compounded and payable monthly, not in advance, both before and after default, demand, maturity and judgment until all such protective advances are repaid.

Section 4.03 Performance of Covenants and Default.

The Chargor will observe and perform and cause to be observed and performed all covenants, provisos and conditions contained in this Charge and the other Loan Documents. The Chargor represents and warrants to the Chargee, as of the date of each Loan advance, that no Event of Default has occurred and no event has occurred which with the giving of notice, lapse of time or both would constitute an Event of Default. Upon becoming aware of any such Event of Default or event, the Chargor will promptly deliver to the Chargee a notice specifying full particulars of same.

Section 4.04 Required Notices.

Without limiting (and in addition to) any other notices required to be provided by any Borrower Entity to the Chargee pursuant to this Charge or any of the other Loan Documents, the Chargor will give prompt written notice to the Chargee of each of the following matters or events (in each case upon the Chargor becoming aware of the same or when the Chargor, acting prudently, ought to have becoming aware of the same, and not later than time period specified in this Section 4.04, or if no time period is specified, then no later than five (5) Business Days following the occurrence of such specified matter or event): (i) any Event of Default or any other event which has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, together with full particulars of same; (ii) any Transfer (whether or not permitted by the Loan Documents) however arising; (iii) the existence of any Lien, however arising, on all or any part of the Property in breach of Section 4.02(d) of this Charge; (iv) any condition, event, action, omission, activity, occurrence or incident that is, or could reasonably be considered to result in or give rise to, a breach of any provision of Section 4.02(m) or Section 4.02(n) of this Charge; (v) any notice or claim of any kind received by or on behalf of any Borrower Entity from or on behalf of any Governmental Authority or other Person relating to any actual, potential or alleged non-compliance by the Property or any Borrower Entity of any Environmental Laws; (vi) any notice or claim of any kind received by or on behalf of any Borrower Entity from any Person relating to any actual, potential or alleged default by any Borrower Entity under, or any dispute relating to, any of the Material Agreements, Permitted Encumbrances or Leases, and/or the Property or any part thereof; (vii) any damage or destruction to, or any actual or threatened expropriation proceedings with respect to, all or any part of the Property; (viii) any actual or threatened cancellation or termination of any insurance required to be maintained by this Charge; (ix) any actual or threatened litigation, dispute, arbitration or other proceeding relating to the Property or any Borrower Entity, and all material events and developments in any such proceedings (and the Chargor shall provide the Chargee all information requested by the Chargee from time to time concerning the status of such proceedings); (x) any change in any banking arrangements of each Borrower Entity relating to the Property (including any change in the bank or bank branch with whom any Borrower Entity maintains any bank account to which any Rents or other proceeds of the Property are or will be deposited or held from time to time); (xi) to the extent not previously delivered to the Chargee prior to the initial Loan advance, copies of any Material Agreements or Permitted Encumbrances (other than Leases) and all amendments to any Material Agreements or Permitted Encumbrances (other than Leases); (xii) copies of any notices or other correspondence received by or on behalf of the Chargor or any other Borrower Entity in respect of any actual or alleged defaults, events of default or breaches by the Chargor or any Borrower Entity under or in respect of the First Mortgage Loan and/or any of the First Mortgage Loan Documents, including any such notices or correspondence relating to any actual or threatened enforcement proceedings by or on behalf of the First Mortgage Lender under or in respect of the First Mortgage Loan and/or any of the First Mortgage Loan Documents; and (xiii) copies of any notices or other correspondence received by or on behalf of the Chargor or any other Borrower Entity in respect of any actual or alleged defaults, events of default or breaches by the Chargor or any Borrower Entity under or in respect of the Subordinate Mortgage Loan and/or any of the Subordinate Mortgage Loan Documents, including any such notices or correspondence relating to any actual or threatened enforcement proceedings by or on behalf of the Subordinate Mortgage Lender under or in respect of the Subordinate Mortgage Loan and/or any of the Subordinate Mortgage Loan Documents.

ARTICLE 5 - INSURANCE

Section 5.01 Insurance Coverage.

The Chargor must maintain at its sole expense the following insurance coverages with respect to the Property for the benefit of the Chargee (for itself and on behalf of each Person having an ownership interest in the Loan from time to time) until the Loan Indebtedness has been fully paid and satisfied: (a) insurance against loss or damage by fire, casualty and other hazards as are now or subsequently covered by an "all risk" policy with such endorsements as the Chargee may reasonably require from time to time, covering one hundred percent (100%) of the full replacement cost of the buildings, structures and improvements comprising the Property (including footings and foundations); (b) rental insurance covering one hundred percent (100%) of the total Rents from the Property for not less than an eighteen (18) month period (to be determined once each calendar year); (c) comprehensive broad form boiler and machinery coverage; (d) "Comprehensive General Liability Form" of commercial general liability insurance coverage with the "Broad Form CGL" endorsement, providing coverage on a per occurrence basis in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence; (e) during such time or times as there is construction of any buildings or other improvements on the Property (it being acknowledged that such construction is subject to the prior written approval of the Chargee in its sole discretion), builders' all risk insurance; and (f) such other insurance as required by the Chargee from time to time in its sole discretion. The Chargor represents and warrants to the Chargee that all such insurance is in full force and effect from and after the initial Loan advance.

Section 5.02 Policy Terms.

All insurance required by this Article must have a term of not less than one year and must be in the form and amount and with such deductibles, endorsements and with such insurers as are acceptable to the Chargee from time to time in its sole

discretion. Original or certified copies of all insurance policies will be delivered by the Chargor to the Chargee immediately and evidence of its renewal or replacement must be delivered not less than thirty (30) days before any policy expires or is terminated. If insurance certificates or binders evidencing such insurance and acceptable to the Chargee are delivered prior to the initial Loan advance or renewal, as the case may be, the original or certified copies of such insurance policies may be delivered to the Chargee within ninety (90) days thereafter. All property, income and boiler and machinery policies will, in a manner satisfactory to the Chargee (i) contain either a stated amount endorsement or a waiver of any co-insurance provision, (ii) contain Canadian standard mortgage clauses in favour of the Chargee, and (iii) name the Chargee, on behalf of itself and any other Person having an ownership interest in the Loan from time to time, as first loss payee. The Chargor will not carry separate insurance, concurrent in kind or form or contributing in the event of loss, with any insurance required hereunder. If any insurance required by this Charge is not maintained by the Chargor at any time, the Chargee may (but is not obligated to) effect such insurance in any manner it shall determine in its sole discretion and all costs and expenses incurred by or on behalf of the Chargee in maintaining such insurance will be payable by the Chargor to the Chargee forthwith on demand. Until paid, such costs and expenses together with interest thereon at the Interest Rate will be added to the Loan Indebtedness and will be secured by the Loan Documents. As additional and separate security for payment and performance of the Loan Indebtedness and all of its other covenants and obligations under the Loan and the Loan Documents, the Chargor hereby assigns, transfers, grants a security interest in, and sets over to the Chargee, as a second priority Lien thereof, all legal and beneficial right, title and interest in and to all present and future insurance proceeds and expropriation awards in respect of the Property. The Chargor hereby irrevocably and unconditionally authorizes and directs the issuer of any such insurance proceeds or expropriation awards to make payment directly to the Chargee. Upon an Event of Default, all insurance proceeds and expropriation awards arising in respect of the Property will, at the option of the Chargee in its sole discretion, be applied in reduction of the Loan Indebtedness.

Section 5.03 Comply with Insurance Policies.

The Chargor will pay all premiums relating to all insurance required by this Article when due and shall promptly deliver to the Chargee receipted invoices or other evidence of payment. The Chargor will comply with all the terms of each insurance policy required by this Charge and all requirements of the insurer of each such policy. The Chargor will not by any action or omission invalidate any insurance policy required to be carried hereunder or materially increase the premiums on any such policy above the normal premium charged by the carrier of such policy.

ARTICLE 6 - DAMAGE AND DESTRUCTION

Section 6.01 Damage and Destruction/Restoration.

If any damage or destruction occurs to the Property, the Chargor will: (i) give prompt written notice to the Chargee of any damage or destruction to the Property and cause the Property to be secured in a safe manner; (ii) promptly notify the Chargee of the Chargor's good faith estimate of the cost of the work and materials required to repair or restore such damage or destruction (the "**Restoration Work**"); (iii) promptly commence and diligently prosecute the Restoration Work to completion in accordance with all Applicable Laws and the provisions of this Article to a standard at least equal to the replacement value and general utility of the Property immediately prior to such damage or destruction; (iv) complete the Restoration Work within nine (9) months after the date of the damage and no later than six (6) months prior to the Maturity Date; (v) ensure that the proceeds of the rental insurance required by this Charge shall offset fully any loss of Rents throughout the completion of the Restoration Work and a reasonable period thereafter for leasing the Property or if not, prior to the commencement of such Restoration Work, deposit with the Chargee in cash an amount equal to any deficiency (as estimated by the Chargee and calculated to the end of the period during which the Restoration Work and lease-up will be completed), to ensure that funds are available to pay when due all scheduled payments on account of the Loan Indebtedness throughout such period and the Chargor hereby grants a second priority security interest in such cash deposit and all proceeds of any such letter of credit to the Chargee as security for the payment and performance of the Loan and the Loan Indebtedness and all of its other covenants and obligations under the Loan and the Loan Documents; (vi) ensure that following completion of such Restoration Work, the same location, density, occupation, operation and use of the Property that existed at the time of the initial Loan advance will be legally permitted under all Applicable Laws (or a legal non-conforming use), unless otherwise approved by the Chargee in its sole discretion; (vii) pay all costs and expenses incurred by any Lender Entity in connection with the recovery and administration of all insurance proceeds and the Restoration Work, including approving plans and specifications, inspecting the Restoration Work, and all reasonable architects', adjusters', lawyers', engineers' and other consultants' fees and disbursements and (viii) promptly furnish at its own expense all necessary proofs of loss and do all necessary acts to ensure that the Chargee receives payment of all insurance proceeds.

Section 6.02 Application of Insurance Proceeds.

Provided no Event of Default exists, all insurance proceeds arising or relating to any damage or destruction to the Property net of all reasonable architects', adjusters', lawyers', and other consultants' fees and disbursements ("**Net Proceeds**") will be held by the Chargee and paid out from time to time (but not more frequently than every thirty (30) days) to pay the cost of the Restoration Work performed in accordance with this Article on and subject to satisfaction of the following terms and conditions (each of which shall be an obligation of the Chargor to promptly satisfy): (a) Within ten (10) days of such damage or destruction, Chargor will (i) deliver to the Chargee a certificate from an architect approved by the Chargee acting reasonably (the "**Architect**") estimating the cost of the Restoration Work, (ii) if the estimated cost exceeds the amount of Net Proceeds then held by the Chargee, the Chargor shall deliver to the Chargee an unconditional, irrevocable, demand letter of credit, in form, substance and issued by a bank acceptable to the Chargee in its sole discretion, in the amount of such excess, or a completion bond in form, substance and issued by a surety company acceptable to the Chargee in its sole discretion, (iii) provide to the Chargee evidence satisfactory to it in its sole discretion (including an appraisal and statements of cash flow and debt service) that upon the completion of the Restoration Work, the debt service coverage ratio and loan to value ratio (each as determined by the Chargee in accordance with its then current underwriting practices) will not be less than the debt service coverage ratio or more than the loan to value ratio specified in the Commitment Letter, and (iv) provide to the Chargee evidence satisfactory to it in its sole discretion, and agree in writing with the Chargee, that the Restoration Work will be completed in accordance with this Article; (b) If the Architect's estimate of the cost of the Restoration Work is equal to or exceeds $100,000, such Restoration Work will be performed under the supervision of an Architect and in accordance with plans and specifications approved by the Chargee in its sole discretion; (c) Requests for payment of Net Proceeds held by the Chargee must be made by the Chargor on not less than ten (10) Business Days prior notice to the

Chargee and must be accompanied by a certificate of an Architect, or if the Restoration Work is not required to be supervised by an Architect, by a certificate of the Chargor addressed to the Chargee, stating or containing (i) a detailed description of the completed Restoration Work for which the request for payment is made, (ii) that such Restoration Work has been completed in compliance with this Article, and has been approved by the Chargor and if applicable, the Architect, (iii) that the requested amount is due, or is required to reimburse the Chargor, for payments made to the contractor, subcontractors, materialmen, suppliers, labourers, engineers, architects or other Persons performing the Restoration Work and that when added to all payments previously made from Net Proceeds does not exceed the value of the Restoration Work done to the date (if required by the Chargee, the payment of the requested amount shall be made directly to such Persons pursuant to a written direction of the Chargor); (iv) that title to the personal property included in the request for payment is vested in the Chargor free and clear of all Liens, together with confirmation satisfactory to the Chargee in its sole discretion that such personal property is subject to the Chargee's security as a second priority security interest therein, (v) the remaining cost to complete the Restoration Work, (vi) the amount of all lien holdbacks required or permitted to be maintained under Applicable Laws in respect of such Restoration Work, (vii) the amount of such holdbacks actually maintained by the Chargor, (viii) that except for such actual holdbacks and the amount of the requested payment required to be paid to such Persons, all contractors, subcontractors, materialmen, suppliers, labourer, engineers, architects and other Persons performing such Restoration Work have been paid in full, and (ix) that no written notice of a construction lien, mechanics lien or other similar Lien under Applicable Laws has been received by the Chargor or the Architect or registered against the Property; and, (d) Prior to disbursing any Net Proceeds, (i) the Chargee must be satisfied in its sole discretion that all holdbacks required or permitted by Applicable Laws have been maintained and that no construction lien, mechanics lien or other similar Liens under Applicable Laws have been registered against the Property, and (ii) the Chargee has the right to inspect the Property to determine that the Restoration Work complies with this Article. The Chargor irrevocably waives any requirement of Applicable Laws which may require the Net Proceeds to be used to restore or rebuild the Property. Notwithstanding the foregoing and provided that no Event of Default has occurred and is continuing, if the insurance proceeds from any damage or destruction do not exceed $25,000 in the aggregate, such proceeds may be paid to and held by the Chargor provided that all such proceeds must be applied by the Chargor solely to the repair or restoration of such damage or destruction.

Section 6.03 Holdbacks.

Notwithstanding any other provision of this Charge, the Chargee is entitled to retain, and not disburse, from any payment of Net Proceeds pursuant to Section 6.02 in connection with any Restoration Work, a holdback or holdbacks from time to time in such amount(s) and for such period(s) of time as determined by the Chargee, in its sole discretion, in order to maintain and ensure the priority of this Charge as a second priority Lien of the Property at all times, to comply with all Applicable Laws and to ensure that all holdback and other related financial obligations and liabilities of the Chargee under Applicable Laws relating to or directly or indirectly arising from with the Restoration Work are and will continue to be fully satisfied solely by or from such holdbacks. Such holdback(s) will be retained by the Chargee until such time as (i) the Restoration Work has been fully completed in accordance with this Article with no material deficiency or defect, (ii) the Chargee will have received copies of any and all final certificates of occupancy or other certificates, licenses, permits and approvals required for the ownership, occupancy and operation of the Property in accordance with all Applicable Laws, (iii) the Chargee is satisfied in its sole discretion that the priority of this Charge as a second priority Lien of the Property will not be impaired or otherwise affected by the release of such holdback(s) and that all construction liens, mechanics liens or other similar Liens and all holdback and other related financial obligations and liabilities of the Chargee under Applicable Laws relating to directly or indirectly arising from such Restoration Work have either fully expired or have otherwise been fully satisfied, (iv) all costs and expenses of the Restoration Work (including all costs and expenses of any Lender Entity referred to in Section 6.01(vii)) have been fully paid, (v) there are no outstanding claims or disputes with respect to the Restoration Work, and (vi) no Event of Default exists. Provided no Event of Default exists, if any excess Net Proceeds held by the Chargee remain after satisfaction of all of the foregoing matters, such excess proceeds shall be paid to the Chargor.

Section 6.04 Event of Default.

If the Chargor fails to comply with any of its obligations under this Article, an Event of Default will have occurred, and notwithstanding any other provision hereof, the Chargee will have the right exercisable in its sole discretion to receive all Net Proceeds and to apply all Net Proceeds so received to the Loan Indebtedness. The Chargee may (but shall have no obligation to) perform or cause to be performed any incomplete Restoration Work, and may take such other steps as it deems advisable in connection therewith. The Chargor hereby waives all actions, proceedings, claims, demands and other rights against each Lender Entity arising out of any act or omission of the Chargee completing the Restoration Work and all matters relating thereto. The Chargee may apply all or any portion of the Net Proceeds (without complying with any requirements of this Article) to pay or reimburse each Lender Entity or any contractor or other Person retained by any Lender Entity for all costs of completing the Restoration Work without prior notice to or consent of the Chargor or any other Person. Any costs and expenses incurred by or on behalf of the Chargee in completing any Restoration Work will be Costs and shall be payable by the Chargor forthwith upon demand. Until paid, such costs and expenses, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 6.05 Proceeds of Expropriation.

Prior to an Event of Default, all proceeds of expropriation up to $25,000 will be paid to the Chargor and must be re-invested by the Chargor in the Property. All proceeds of expropriation which exceed $25,000 (or following an Event of Default, all expropriation proceeds) will be paid to and held by the Chargee and may be applied by the Chargee, in its sole option exercisable in its sole discretion, to reduction of the Loan Indebtedness then due or may be held by the Chargee as security for the Loan Indebtedness.

ARTICLE 7 - EVENT OF DEFAULT AND REMEDIES

Section 7.01 Acceleration.

Upon the occurrence of an Event of Default, the entire Loan Indebtedness will, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each

of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Loan Documents, and otherwise under Applicable Laws will immediately become enforceable.

Section 7.02 Power of Sale.

After the occurrence of an Event of Default which has continued for the minimum period provided by law, the Chargee, on giving the minimum notice required by law, may enter on, lease or sell the Property. If permitted by law, the Chargee may enter on, lease or sell the Property without notice. Any sale of the Property by the Chargee may be by public auction or private sale for such price and on such terms as to credit and otherwise with such conditions of sale as the Chargee in its sole discretion deems proper and in accordance with Applicable Laws. If any sale is for credit or for part cash and part credit, the Chargee will not be accountable for or be charged with any moneys until they are actually received in cash. The Chargee may rescind or vary any contract or sale and may buy and re-sell the Property, in each case in its sole discretion and without being answerable for loss occasioned thereby. No purchaser will be bound to inquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety. No lack of default, want of notice or other requirement or any irregularity or impropriety of any kind will invalidate any sale pursuant to this Charge and the purchaser shall not be responsible for any damage or loss caused thereby. The Chargee may sell without entering into actual possession of the Property and while in possession will be accountable only for moneys which are actually received by it. The Chargee may, subject to the restrictions of Applicable Law, sell parts of the Property from time to time to satisfy any portion of the Loan Indebtedness, leaving the remainder of the Property as security for the balance of the Loan Indebtedness. The Chargee may sell the Property or any portion of the Property subject to the balance of the Loan Indebtedness not yet due at the time of such sale. The costs of any sale or other enforcement or realization proceedings pursuant to this Charge, the other Loan Documents and/or Applicable Laws, whether such sale or other proceeding proves abortive or not, including taking, recovering or keeping possession of the Property or enforcing any other remedies pursuant to this Charge, the other Loan Documents and/or Applicable Laws will be payable by the Chargor to the Chargee forthwith upon demand. Until paid, such costs will be Costs, and together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 7.03 General Rights of Chargee.

After the occurrence of an Event of Default, the Chargee may, but will not be obligated to, perform or cause to be performed any obligations of the Chargor pursuant to the Loan Documents, and for such purpose may do such things as may be required, including entering upon the Property and doing such things upon or in respect of the Property as the Chargee considers necessary, including any environmental testing, site assessment, investigation or study. No such performance by the Chargee shall relieve the Chargor from any default hereunder. The costs of all such actions taken by the Chargee shall be payable by the Chargor to the Chargee forthwith upon demand. Until paid, such costs will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

In the event of a default by Chargor in payment of any amount due under any Lien against the Property, the Chargee may, in its sole discretion, pay such amount and any such amount incurred by the Chargee will be payable by the Chargor to the Chargee forthwith upon demand. Until paid, any amount so incurred by the Chargee will be Costs, and together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents, and in which event, the Chargee may, at its option, be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid whether or not such Lien has or has not been discharged. The decision of the Chargee as to the validity or amount of any amount so paid will be final and binding on the Chargor.

Section 7.04 Possession.

Upon the occurrence of an Event of Default, the Chargee may enter into and take possession of the Property, as and when it may determine in its sole discretion, and each of the Chargee and each purchaser or lessee from the Chargee of the Property or any part thereof shall be entitled to have, hold, use, occupy, possess and enjoy the Property without let, suit, hindrance, interruption or denial of the Chargor or any other Borrower Entity or other Person. The Chargee may maintain, repair and complete the construction of the Property, inspect, manage, take care of, collect Rents and lease the Property or any part thereof (provided the Chargee has no obligation to perform, undertake or continue (if commenced) any of the foregoing actions) for such term (which may extend beyond the Maturity Date) and such rents and on such other terms and conditions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which lease(s) will have the same effect as if made by the Chargor, and the Chargee will have the power to amend, accept surrenders of or terminate any lease, in each case on such terms and conditions as it may determine in its sole discretion and all costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service, work or effort of the Chargee or any other Lender Entity in connection therewith, and all legal fees and disbursements incurred on a full indemnity or equivalent basis), will be payable by the Chargor to the Chargee forthwith on demand. Until paid, all such costs, charges and expenses will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents. Each lease or renewal of lease made by the Chargee while in possession of the Property will continue for its full term notwithstanding the termination of the Chargee's possession and will be subject to the security of the Loan Documents at all times. The Chargor covenants and agrees that no Lender Entity will be liable for any loss or damage sustained by any Borrower Entity or any other Person resulting from any lease entered into by the Chargee, any failure to lease the Property, or any part thereof, or from any other act or omission of the Chargee or any receiver, receiver and manager, administrator or other Person with similar powers in managing the Property, and that no Lender Entity will be obligated to perform or discharge any obligation or liability of the Chargor to any other Borrower Entity or Person under any Lease, Loan Document or otherwise under Applicable Laws.

Section 7.05 Carry on Business.

Upon the occurrence of an Event of Default, the Chargee may in its sole discretion, carry on, or concur in the carrying on of all or any part of the business or undertaking of each Borrower Entity relating to the Property and enter on, occupy and use the Property (without charge by any Borrower Entity) in each case as and when the Chargee may determine in its sole discretion.

Section 7.06 Borrow on the Security of the Property.

Upon the occurrence of an Event of Default, the Chargee may raise money on the security of the Property or any part thereof in priority to the security of the Loan Documents or otherwise, as required for the purpose of the maintenance, preservation, protection or completion of the Property or any part thereof or to carry on all or any part of the business of each Borrower Entity relating to the Property, and in each case on such terms and conditions as the Chargee may determine in its sole discretion.

Section 7.07 Receiver.

Upon the occurrence of an Event of Default, the Chargee may in its discretion, with or without entering into possession of the Property or any part thereof, by instrument in writing, appoint a "**Receiver**" (which shall include a receiver, a manager, a receiver and manager, administrator or other Person with similar powers) of the Property or any part thereof with or without security and may from time to time remove any Receiver with or without appointing another in his stead, and in making such appointment or appointments or removing a Receiver the Chargee will be deemed to be acting for the Chargor (provided that no such appointment will be revocable by any Borrower Entity). Upon the appointment of any such Receiver from time to time, and subject to the provisions of the instrument appointing such Receiver, the following provisions will apply: (a) such Receiver may, in the discretion of the Chargee and by writing, be vested with all or any of the rights, powers and discretions of the Chargee, including the full right and power to enter, lease and sell the Property; (b) such Receiver, so far as concerns the responsibility for his acts or omissions, will be deemed the agent or attorney of the Chargor and not the agent of the Chargee (unless specifically appointed by the Chargee as the agent of the Chargee); (c) neither the appointment, removal or termination of such Receiver by the Chargee nor any act or omission by such Receiver will incur or create any liability on the part of the Chargee to the Receiver in any respect or constitute the Chargee a chargee or mortgagee in possession of the Property or any part thereof; (d) such Receiver will be the irrevocable agent or attorney of the Chargor (unless the Chargee specifically appoints such Receiver as the agent for the Chargee) for the collection of all Rents falling due in respect of the Property or any part thereof; (e) the rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have; (f) without creating any liability on the part of the Chargee, the Chargee may from time to time fix the remuneration for such Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Property; (g) such Receiver will have the power from time to time to lease any portion of the Property which may become vacant for such term (which may extend beyond the Maturity Date) and will have the power to amend, accept surrenders of or terminate any Lease, in each case on such terms and conditions as it may determine in its sole discretion and in so doing (unless the Chargee specifically appoints such Receiver as agent for the Chargee), such Receiver will act as the attorney or agent of the Chargor and will have authority to execute under seal any Lease or surrender of any such premises or notice(s) of termination in the name of and on behalf of each such Borrower Entity, and the Chargor agrees to ratify and confirm whatever any Receiver may do in the Property; (h) such Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, completing, adding to, or managing of the Property, including completing the construction of any incomplete building or buildings, structures, services or improvements on the Property, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the original principal amount of the Loan; (i) such Receiver will have full power to manage, operate, amend, repair or alter the Property or any part thereof in the name of the Chargor for the purpose of obtaining rental and other income from the Property or any part thereof; (j) no Receiver will be liable to any Borrower Entity to account for monies other than monies actually received by it in respect of the Property and out of such monies so received from time to time such Receiver will pay in the following order (subject only to the prior rights of the First Mortgage Lender): (i) its remuneration aforesaid, (ii) all obligations, costs and expenses made or incurred by it, including any expenditures in connection with the management, operation, leasing, maintenance, repair, construction or alteration of the Property or any part thereof or any business or undertaking carried on by the Receiver thereon, (iii) interest, principal and other monies which may be or become a Lien upon the Property from time to time in priority to this Charge, including all Realty Taxes and any indebtedness outstanding under the First Mortgage Loan, (iv) to the Chargee, all Loan Indebtedness and all reserves payable to the Chargee under the Loan Documents, to be applied in such order as the Chargee determines in its sole discretion, and (v) at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a Lien on the Property subsequent in priority or subordinate to the interest of the Chargee under this Charge, and such Receiver may retain in its discretion reasonable reserves to satisfy accruing amounts and anticipated payments in connection with any of the foregoing; (k) the Chargee may at any time and from time to time terminate any receivership by notice in writing to the Chargor and to any Receiver; and (l) the Chargor hereby irrevocably releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason or as a result of anything done by the Chargee or any Receiver under the provisions of this paragraph. The Chargor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor any other Lender Entity will be liable for any loss sustained by the Chargor or any other Borrower Entity or Person resulting from any such action or failure to act.

Section 7.08 Power of Attorney.

The Chargor hereby grants to each of the Chargee and to any Receiver, with full power of substitution, an irrevocable power of attorney coupled with an interest for the following purposes and which may be exercised at any time or times following the occurrence of an Event of Default: (i) to make any of the leases referred to in Section 7.04 and to assign any existing Lease or sell the unexpired term, (ii) to obtain, collect and receive any insurance proceeds or expropriation proceeds however arising with respect to the Property, to compromise or settle any claims relating to such proceeds, to endorse any cheques, drafts or other instruments representing such proceeds or awards, and to execute and deliver all instruments, proofs of loss, receipts, and releases reasonably required in connection therewith, (iii) to correct any mistakes in and otherwise completing and perfecting any Loan Documents, (iv) to protect, perfect, preserve the security of the Loan Documents and to collect, enforce and realize on or under the Loan, this Charge and/or the other Loan Documents and the security thereof including the exercise of any of the rights, powers, authority and discretion of the Chargor in respect of the Property, including collection of Rents and other money that may become or are now due and owing to the Chargor, and (v) without limiting the foregoing, to make all necessary conveyances, deeds, transfers, assurances, receipts and other documents and instruments as may be necessary to transfer title to all or any of the Property to any purchaser thereof and to complete all other matters pertaining thereto. The Chargor hereby ratifies all actions of the Chargee and any Receiver pursuant to each such power of attorney and confirms that no Lender Entity shall be liable for any loss sustained by any Borrower Entity or any other Person resulting from any such action or any failure to act.

Section 7.09 Concurrent Remedies.

The Chargee may exercise all rights and remedies provided for in this Charge, any other Loan Document or otherwise under Applicable Laws concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies provided for in this Charge, any other Loan Document or otherwise under Applicable Laws.

Section 7.10 Judgments.

Neither the granting of this Charge or any other Loan Document, nor any proceeding or judgment taken or obtained against any Borrower Entity or any other Person for breach of its obligations contained in or secured by this Charge or any other Loan Document will merge or extinguish any such obligations, affect the Chargee's rights to receive interest on the Loan Indebtedness at the Interest Rate or suspend, impair or otherwise affect in any way any of the rights, remedies or powers of the Chargee under any of the Loan Documents or otherwise under Applicable Laws. Any such judgment may provide that interest thereon will be computed at the Interest Rate until such judgment is fully paid and satisfied.

Section 7.11 Remedies Cumulative.

The rights and remedies of the Chargee under this Charge and each of the other the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies otherwise provided under any of the other Loan Documents or Applicable Laws. No right or remedy of the Chargee will be exclusive of or dependent on any other right or remedy and any one or more of such rights and remedies may be exercised independently or in combination from time to time in such order and at such times as the Chargee may see fit, and Chargee will not be obligated to exhaust any right or remedy before exercising any of its other rights and remedies pursuant to the Loan Document or under Applicable Laws. Any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in any Loan Document or under Applicable Laws will not waive, alter, affect or prejudice any other right or remedy to which the Chargee may be lawfully entitled for such default or breach.

Section 7.12 Extension of Time and Waiver.

Neither any extension of time given by the Chargee to the Chargor or any other Borrower Entity or Person claiming through the Chargor or any other Borrower Entity, nor any amendment to any Loan Document, any First Mortgage Loan Document or any Subordinate Mortgage Loan Document or other dealing by the Chargee with a subsequent owner of the Property or any other Person will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Borrower Entity or Person liable for payment of the Loan Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge, any Loan Document or Applicable Laws will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

Section 7.13 Discharge of Charge and Release.

Interest at the Interest Rate will continue to run and accrue on all Loan Indebtedness until full payment of such Loan Indebtedness has been received by the Chargee. The Chargee will have a reasonable period of time after full payment and satisfaction of the Loan Indebtedness to execute and deliver to the Chargor a discharge of this Charge from the Property. All reasonable legal and other expenses for the preparation, execution, delivery and registration of the discharge will be paid by the Chargor upon demand (unless prohibited by Applicable Laws). The Chargor will register such discharge. The Chargee may release in its discretion and at any time any Person or any part or parts of the Property from all or any part of the Loan Indebtedness or any security of the Loan Documents either with or without any consideration and without releasing any other part of the Property or any other Person from the Loan Documents or from any of the covenants contained in the Loan Documents, and without being accountable to any Borrower Entity for the value of the land released or for any money except that actually received by the Chargee. Every part or lot into which the Property is or may hereafter be divided will stand charged with the entire Loan Indebtedness and neither the Chargor nor any other Person will have any right to require that the Loan Indebtedness be apportioned with respect thereto. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all other Persons and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Loan Documents. No such release or other action will constitute, evidence or result in prepayment, repayment, readvance, accord and satisfaction, novation, nor, except as expressly provided in such release or discharge, a release or discharge of all or any part of the Loan Indebtedness, the Loan Documents or the security thereof, or a release of any of the other covenants, obligations or liabilities of any Borrower Entity in respect of the Loan. No such release or other action will be binding on the Chargee unless it is made in writing and executed and delivered by the Chargee.

ARTICLE 8 - INDEMNITY

Section 8.01 General Indemnity.

Without limiting any other provision of any Loan Document, the Chargor hereby agrees to indemnify and pay, protect, defend and save harmless each Lender Entity from and against all actions, proceedings, claims, demands, judgments, losses, damages, liabilities, costs or expenses (including legal fees and disbursements on a full indemnity or equivalent basis and, if the Loan has been securitized, including any recovery fee, workout fee and special servicing fees that become payable to the Loan servicer following an Event of Default), imposed upon, made against or incurred by such Lender Entity directly or indirectly arising from or relating to any of the following (collectively, "**Claims**") (i) any default under or breach of any of the Loan Documents by any Borrower Entity or other Person, or any remedial or other proceedings taken by any Lender Entity thereunder or pursuant thereto, (ii) any accident, injury to or death of any person or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (iii) any use, non-use or condition in, on or about, or possession, alteration, repair, operation, maintenance or management of, the Property or any part thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (iv) performance of any

labour or services or the furnishing of any materials or other property in respect of the Property or any part thereof, (v) any claim by brokers, finders or similar Persons claiming to be entitled to a commission in connection with the Loan, any Lease or other transaction involving the Property or any part thereof, (vi) any taxes, fees, costs or expenses attributable to the execution, delivery, filing, or recording of any Loan Document, (vii) any Lien or other claim arising on or against the Property or any part thereof or asserted against any Lender Entity with respect thereto; and/or (viii) the claims of any Tenant or other Person arising under or relating to any Lease. Until paid, all such amounts payable to any Lender Entity hereunder will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

ARTICLE 9 - INTENTIONALLY DELETED

ARTICLE 10 - MISCELLANEOUS

Section 10.01 Notice.

(1) Any notice, demand or other communication required or permitted to be given or made to the Chargor pursuant to this Charge may be given or made in any manner permitted or provided by Applicable Laws, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Chargee by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Chargor set out in this Charge or to the last known address of the Chargor as shown in the Chargee's records) or by facsimile transmission to the facsimile number of the Chargor set out in Section 10.01(2) or the last known facsimile number of the Chargor as shown in the Chargee's records. Such notice will be sufficient although not addressed to any Person by name or designation and notwithstanding that any Person to be affected thereby may be unknown, unascertained or under a disability. Subject to Applicable Laws, the giving of such notice in the manner aforesaid will be as effective as if the notice had been personally served on all Persons required to be served therewith.

(2) Subject to Section 10.01(1), any demand, notice or communication to be made or given to the Chargor in connection with this Charge or any of the other Loan Documents shall be in writing and may be made or given by personal delivery, by registered mail or by facsimile transmission addressed to the Chargor at 177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Fax No. 416-598-1067, Attention: The President, or to such other address or facsimile number as the Chargor may designate by written notice given to the Chargee. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such demand, notice or other communication shall not be mailed, but shall be given by personal delivery or by facsimile transmission.

Section 10.02 Severability.

If any term, covenant, obligation or agreement contained in this Charge, or the application thereof to any Person or circumstance, will be invalid or unenforceable to any extent, the remaining provisions of this Charge or the application of such term, covenant, obligation or agreement to such other Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, obligation or agreement contained herein will be separately valid and enforceable to the fullest extent permitted by Applicable Laws.

Section 10.03 Governing Law.

This Charge is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in Ontario applying to this Charge. The Chargor consents to the jurisdiction of the courts of the Province of Ontario and irrevocably agrees that, subject to the Chargee's election in its sole discretion to the contrary, all actions and proceedings arising out of or relating to the Loan and the Loan Documents will be litigated in such courts and the Chargor unconditionally accepts the non-exclusive jurisdiction of the said courts and irrevocably waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with the Loan and the Loan Documents, provided nothing herein shall affect the right to serve process in any other manner permitted by Applicable Laws or shall limit the right of the Chargee to bring any action or proceeding in connection with the Loan or any Loan Documents against the Chargor or any other Borrower Entity in the courts of any other jurisdiction.

Section 10.04 Non-Merger.

The terms and conditions of the Loan Documents will remain binding and effective on the parties to this Charge and will not merge in this Charge nor in any other Loan Document.

Section 10.05 Successors and Assigns.

This Charge will enure to the benefit of and be binding upon the Chargor, the Chargee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.06 No Obligation to Advance.

Neither the preparation, execution nor registration of any Loan Document will bind the Chargee to advance all or any part of the Principal Amount. The advance of a part of the Principal Amount will not bind the Chargee to advance any unadvanced portion of the Principal Amount. Each advance of the Loan shall be subject to and governed by the terms and conditions of the Commitment Letter.

Section 10.07 Consent to Disclosure.

The Chargor acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of the Chargor or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity (other than confidential information of a personal nature relating to any Borrower Entity that is an individual), the Property or the Loan (both before and after any Loan advance and/or default) without restriction and without notice to or the consent of the Chargor or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (iv) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (v) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Chargor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

Section 10.08 Change of Status.

After any change affecting the spousal status of the Chargor or the qualification of the Property as a matrimonial home within the meaning of Part II of the *Family Law Act* (Ontario), the Chargor will advise the Chargee and provide the Chargee with the full particulars of such change and such other information as the Chargee may require from time to time.

Section 10.09 Maximum Rate of Return.

Notwithstanding any provision of any Loan Document to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable under the Loan exceed the effective annual rate of interest lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Loan 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 will be deemed to have been made by mutual mistake of the Chargor and Chargee and the amount of such payment or collection shall either be applied to the Loan Indebtedness (whether or not due and payable), and not to the payment of interest (as defined in section 347 of the said Criminal Code), or be refunded to the Chargor at the option of the Chargee. For purposes of each Loan Document, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the Term of the Loan on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee will be conclusive for the purposes of such determination.

Section 10.10 Extension, Renewal or Amendment of Charge.

This Charge, the Loan, or any terms hereof or thereof, may from time to time be extended, renewed or amended by one or more written agreements between the Chargee and the Chargor, or with any successor or successors in title to the Chargor, with or without any changes in the applicable interest rate, amortization period, principal amount, payment amount, maturity date or other financial terms. Whether or not there are any other Liens registered on title to the Property after this Charge at the time any such written agreement is entered into (each such Lien, a "**Subsequent Encumbrance**"), it will not be necessary for the Chargee to register the written agreement on title to the Property in order for such agreement to be legally binding upon the Chargor (and any other Borrower Entity which is a party thereto) or to retain priority for this Charge, as extended, renewed or amended, as a second priority Lien of the Property over such Subsequent Encumbrance(s). The Chargor, forthwith upon request therefor by the Chargee and at the Chargor's sole cost and expense, will obtain all such postponements and/or discharges of each Subsequent Encumbrance and such other assurances from the holder thereof as may be required by the Chargee in its sole discretion to ensure the priority of this Charge as a second priority Lien of the Property (subject only to the First Mortgage Loan Documents) and full compliance by the Chargor and each other Borrower Entity with the provisions of this Charge and the other Loan Documents. The Chargor acknowledges that the provisions of this Section do not confer upon the Chargor or any other Borrower Entity or Person any right of extension, renewal or amendment, or any right to grant a Subsequent Encumbrance contrary to the other provisions of this Charge and the other Loan Documents. The execution and delivery of any such agreement by the Chargee granting any such extension, renewal or amendment will be in its sole discretion. The Chargor, for itself and on behalf of each Borrower Entity, hereby irrevocably consents to any extension, renewal or amendment of this Charge and the other Loan Documents, whether or not made or agreed to by the Chargor, any unregistered or beneficial owner of the Property or any part thereof or any successor in title to any such Person, and hereby irrevocably agrees that no such extension, renewal or amendment shall release, discharge, impair or otherwise affect, or render unenforceable, any of the covenants, obligations or liabilities of any Borrower Entity (including each original Chargor and each original unregistered or beneficial owner of the Property or any part thereof named in the Loan Documents) under the Loan Documents, which covenants, obligations and liabilities are hereby confirmed and continue in full force and effect, as extended, renewed or amended, as the case may be.

Section 10.11 Assignment.

The Chargee and any Person having or acquiring any ownership interest in the Loan from time to time may sell, transfer and/or assign the Loan, the Loan Indebtedness, the Loan Documents or any interest therein at any time and to any

Person as it may determine in its sole discretion without prior notice to or the consent of any Borrower Entity or any other Person. No Borrower Entity may assign any of its rights and obligations under or in respect of the Loan, the Loan Indebtedness or any of the Loan Documents.

This is Exhibit "L" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

GENERAL ASSIGNMENT OF RENTS AND LEASES
("Villages of Port Elgin - 2nd Mortgage Loan")

THIS AGREEMENT is made as of May 28, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") to the Borrower in the original principal amount of $2,250,000.00 which is secured, *inter alia*, by a second priority charge/mortgage (the "**Mortgage**") of the Property (as defined below) which has been registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) on or about the date hereof;

AND WHEREAS the Borrower has agreed to assign to the Lender all legal and beneficial right, title and interest in and to the Rents and Leases together with all benefits, powers and advantages of the Borrower to be derived therefrom to secure the payment by the Borrower of the Loan Indebtedness (as defined in the Mortgage) and the observance and performance by the Borrower and any unregistered or beneficial owner of the Property of its other covenants and obligations under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower hereby covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - INTERPRETATION

Section 1.01 Definitions.

Unless otherwise defined herein, all capitalized terms and expressions used herein shall have the same meaning as set out in the Mortgage. The following terms shall have the following meanings: "**Lands**" means the lands and premises described in the document general or notice of assignment of rents – general to which this Agreement is attached (and any schedule thereto); "**Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and similar agreements by which the use and occupancy of the Property or any part thereof is granted to any Person for any purpose, together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security relating thereto, and includes all Commercial Leases (including all Material Commercial Leases) and Residential Leases; "**Property**" means all legal and beneficial right, title, estate and interest from time to time in and to the Lands in fee simple, including any leasehold interest of the Borrower in the Lands, together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto; "**Province**" means the Province of Ontario; "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any nature and kind whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any goods or services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof; and "**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

Section 1.02 General Provisions.

The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, in this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation," (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or replacement statute thereto; (d) any reference to a Lease or any Loan Document, including this Agreement, includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Lender, Borrower, any Tenant and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of this Agreement; (h) the Lender's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Lender acting reasonably (unless otherwise expressly provided herein), except that following an Event of Default and notwithstanding the foregoing and any other provision hereof or Applicable Laws to the contrary, the Lender will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if this Agreement expressly requires the Lender to act reasonably); (i) notwithstanding any other provision of this Agreement or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) this Agreement is the result of negotiations between the parties hereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Borrower hereunder, then all such obligations and liabilities of all such Persons so named or who subsequently become

liable for such obligations and liabilities are joint and several; (l) time is of the essence; (m) all obligations of the Borrower are deemed to be covenants by the Borrower in favour of the Lender; (n) any reference to the knowledge, belief or awareness of the Borrower includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Borrower and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (o) where any reference is made in this Agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; and (p) this Agreement will remain in full force and effect and shall continue to be binding on the Borrower for the benefit of the Lender notwithstanding any extension, renewal or amendment of the Loan and/or the Loan Documents made by the Lender and the Borrower from time to time. The provisions of this Agreement are intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Agreement will not be construed as being or deemed to be in conflict with the other Loan Documents. The delivery of this Agreement for registration by direct electronic transmission will have the same effect for all purposes as if this Agreement was in written form signed by the parties hereto and delivered to the Lender.

Section 1.03 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Agreement shall, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein shall (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

ARTICLE 2 - ASSIGNMENT

Section 2.01 Assignment.

As general and continuing security for payment and performance to the Lender of the Obligations, the Borrower hereby assigns, transfers, grants and sets over to the Lender, as and by way of a fixed and specific second priority assignment and security interest, all legal and beneficial right, title and interest in and to (i) the Rents now or hereafter due and payable with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents in the name of the Borrower or the owner from time to time of the Property or in the name of the Lender, as the Lender may determine in its sole discretion, and (ii) the Leases with full benefit and advantage thereof including the benefit of all covenants and agreements contained in the Leases on the part of the Tenants thereof to be observed, performed or kept, including all proceeds of or from any of the foregoing.

Section 2.02 Continuing Security.

This Agreement is given as general and continuing security for the payment and performance to the Lender of the Obligations, and not in substitution for or in satisfaction therefor. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest created hereby. The terms and conditions of this Agreement shall remain binding and effective on the parties hereto and will not merge in or be extinguished by any other Loan Document or any judgment taken against the Borrower or any other Borrower Entity or Person for breach of its obligations under this Agreement or any other Loan Document.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

Section 3.01 Representations.

The Borrower represents and warrants to the Lender as follows: (i) the Borrower has the good right, full power and absolute authority to assign the Rents and Leases to the Lender as a second priority assignment and security interest therein (subject only to Permitted Encumbrances), and has granted no other prior assignment, transfer or Lien in, on or of any of the Rents or Leases that remains outstanding from and after the date hereof; (ii) the Leases are in full force and effect and are valid and binding obligations of each of the Tenants thereunder; (iii) complete copies of all Commercial Leases have been delivered to the Lender; (iv) except as expressly disclosed to the Lender in writing prior to the initial Loan advance, no Rents have been (A) prepaid under any Commercial Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Commercial Lease), (A) prepaid for more than six (6) months under any Residential Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Residential Lease), or (C) otherwise discounted, released, waived, compromised or discharged under any Lease; (v) there is no default by any Person now existing under any Commercial Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Commercial Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Commercial Lease; (vi) there is no material default by any Person now existing under any Residential Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would

constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Residential Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Residential Lease; (vii) each Commercial Lease requires the related Tenant to attorn and become bound to the Lender as tenant of its premises upon the Lender's request from time to time for the then unexpired residue of the term of such Commercial Lease and on the terms and conditions of such Commercial Lease; and (vii) all Rents previously and hereafter charged and collected in respect of each Lease have complied with and will comply with the Lease and with all Applicable Laws. The Borrower will deliver to the Lender, within ten (10) days after the Lender's request from time to time, a true and complete copy of each Lease and a complete list of the Leases, as certified by the Borrower, setting out, in respect of each Lease, the demised premises, the name of the Tenant, the Rents payable and the date to which such Rents have been paid, the key terms of such Lease, the date of occupancy, the date of expiration, any rent concessions and other inducements granted to the Tenants, and any renewal options. The Borrower shall promptly deliver to the Lender any request notice, order or claim of any kind given or received by any Borrower Entity from time to time in respect of any Material Commercial Lease and, with respect to any other Lease, any request, notice, order or claim given or received by any Borrower Entity from time to time relating to any matter or thing which has or could reasonably be expected to have or result in a Material Adverse Effect.

Section 3.02 Restrictions on Leases and Renewals.

Each new Lease or any renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by such existing Lease), (i) must be a commercially reasonable arm's-length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, (ii) must provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions, (iii) must be written on a standard form of lease or renewal or extension agreement with no material amendments thereto, (iv) if it is a Commercial Lease, must provide that in the event enforcement proceedings are commenced by Lender following of an Event of Default, the Tenant must attorn to the Lender and become bound to it as tenant of its premises for the then unexpired residue of the term of such Commercial Lease and upon the terms and conditions contained in such Commercial Lease, (v) except for any renewal or extension of an existing Commercial Lease which is exercised pursuant to, and the terms of which are governed by such existing Commercial Lease, must not permit the Tenant under any Commercial Lease to "go dark" or otherwise stop operating its business in the ordinary course from or within its leased premises, and (vi) must not contain termination rights in favour of the Tenant or any other Person (other than the landlord) except for landlord default. Unless otherwise agreed by the Lender in writing, the Borrower will require the Tenant under each Commercial Lease to execute and deliver to the Lender an agreement, in the Lender's form, confirming the attornment referred to in Subsection (iv) concurrently with the execution and delivery of each new Commercial Lease and any renewal or extension of an existing Commercial Lease.

Section 3.03 Lender Right to Consent to Material Commercial Leases

The Borrower must obtain the Lender's prior written consent to enter into, renew, or extend any Material Commercial Lease, which consent will not be unreasonably withheld or delayed by the Lender, provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of this Agreement and the other Loan Documents governing new Leases and renewals and extensions of existing Leases and provided further that the Lender will be entitled to a minimum of ten (10) Business Days following receipt of the Borrower's written request and all reasonably required supporting documentation to decide whether or not to give or withhold such consent. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, such existing Material Commercial Lease. Notwithstanding the foregoing, following the occurrence of an Event of Default, the Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Lease (including each Material Commercial Lease) which consent may be given or withheld by the Lender in its sole discretion.

Section 3.04 Covenants.

Neither the Borrower nor any other Borrower Entity will, without the prior written consent of the Lender in its sole discretion: (i) accept or permit payment of the Rents or any part thereof under any Commercial Lease in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease), or accept or permit payment of the Rents or any part thereof under any Residential Lease more than six (6) months in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease); (ii) amend, modify, cancel or terminate any Lease in whole or in part, or accept the surrender of any Lease, or take or omit to take any action or exercise any right or option which would permit the Tenant under any Lease to cancel, terminate or surrender any Lease; (iii) discount, release, waive, compromise or otherwise discharge any Rents payable under any Lease or other obligations of any Tenant or other Person under any Lease, or (iv) assign, transfer or grant a Lien in, on or of all or any part of the Rents or Leases. Provided no Event of Default has occurred, the Lender's consent for any action referred to Subsections (ii) and (iii) is not required in respect of any Lease or a renewal or extension thereof (except any such action relating to any Material Commercial Lease or a renewal or extension thereof, which for greater certainty, will require the Lender's prior written consent, in its sole discretion), provided in each case such action is a commercially reasonable arm's length transaction in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and provided further that prompt written notice thereof is given to the Lender.

Section 3.05 Performance of Obligations.

The Borrower shall observe and perform at all times all covenants and agreements contained in the Leases on the part of the landlord to be observed and performed and shall cause the Tenants under the Leases to observe and perform their respective covenants, obligations and undertakings thereunder. Neither the execution or delivery of this Agreement or the other Loan Documents, nor the collection of the Rents nor the exercise of any right, remedy or other action or omission by the Lender in respect of any of the Rents or Leases shall make any Lender Entity or any other Person for whom the Lender is responsible under Applicable Laws (i) liable for the collection of any of the Rents or for the observance or performance of any of the covenants, terms, conditions or agreements contained in any of the Leases on the part of any party to be observed and performed, (ii) a mortgagee or chargee in possession, or (iii) liable for any action, proceeding, claim, demand, loss, damage, cost, expense of any nature and kind by the Borrower or any other Borrower Entity or Person.

ARTICLE 4 - EVENT OF DEFAULT

Section 4.01 Event of Default.

Prior to the occurrence of an Event of Default, the Borrower may demand, receive, collect and apply the Rents, but only as the same fall due and payable according to the terms of each of the Leases, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest granted to the Lender in and to the Rents and Leases and the immediate attachment thereof and provided further that unless otherwise agreed by the Lender in advance and in writing, any payment, consideration, compensation or other benefit of any kind which any Borrower Entity is or subsequently becomes entitled to receive relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof shall be paid by the related Tenant (or related payor) or any Borrower Entity (forthwith upon receipt by it) to and held by the Lender and may be applied by the Lender, in its sole discretion, to reduction of the Loan Indebtedness when due or may be held by the Lender as security for the Obligations without releasing or affecting any of the other obligations and liabilities of the Borrower or any other Borrower Entity under any of the Loan Documents. Upon the occurrence of an Event of Default, the Lender may immediately deliver a written notice to each Tenant directing it to pay all Rents to the Lender, or as the Lender may direct, and such notice shall be good and sufficient authority for so doing. Any payment of Rent to the Lender, or as the Lender may direct, after such notice is given to any Tenant shall not constitute a default by such Tenant under its Lease.

Section 4.02 Rights of Lender.

Upon the occurrence of an Event of Default, the Lender, its agents and employees, will have the right to enter the Property for the purpose of demanding, collecting, suing for, recovering, receiving or compromising the Rents, giving receipts therefor, enforcing the Leases and inspecting, protecting, operating and maintaining the Property and without being a chargee or mortgagee in possession. The Borrower hereby authorizes the Lender to perform all such acts and do all things in connection with any of the foregoing matters or the exercise of any other rights and remedies in respect of the Rents and Leases available hereunder or under any other Loan Document or Applicable Laws, including making of payments to encumbrancers whether prior to, pari passu with or subsequent to the Mortgage, paying any costs and expenses in connection with such acts and things and any acts by way of enforcement of the covenants and exercising of the rights of the Borrower under or in respect of the Leases or otherwise, as, when and in such manner as the Lender may determine in its sole discretion, which acts and things may be performed or done in the name of the Borrower or in the name of the Lender, as the Lender may determine in its sole discretion. Nothing herein shall require the Lender to collect or recover any of the Rents or to take any action or exercise any remedy or serve any notice upon any Tenant under its Lease upon any default or breach by such Tenant thereunder. The Borrower hereby irrevocably appoints the Lender as its attorney and agent coupled with an interest and with full power of substitution to exercise any of the rights, powers, authority and discretion granted to the Borrower under or in respect of each Lease upon the occurrence and during the continuation of an Event of Default. The Lender shall be liable to account for only such moneys as may actually come into its hands by virtue of this Agreement. Upon the occurrence of an Event of Default, but subject to the provisions of the other Loan Documents, the Lender may, after payment of all costs and expenses incurred by or on behalf of the Lender in exercising any of its rights and remedies hereunder, credit the remainder of the moneys which it may receive in connection with the Property to payment of any amount or amounts due to the Lender on account of Loan Indebtedness and to payment of any reserves and the manner of the application of such remainder and the item or items to which it shall be credited from time to time by the Lender shall be in the sole discretion of the Lender and until such moneys have been so applied or credited same shall be subject to this Agreement and all other security held by the Lender for the Obligations.

Section 4.03 Concurrent Remedies.

The Lender may exercise all rights and remedies provided for in this Agreement, the other Loan Documents or otherwise under Applicable Laws separately, concurrently or in such combination or order and at such times as it may determine in its sole discretion and will not be required to exhaust any other right or remedy before exercising any of its rights and remedies in respect thereof.

ARTICLE 5 - GENERAL

Section 5.01 No Release.

The assignment and security interest in the Rents and Leases and all other rights and benefits granted to the Lender hereunder shall remain in full force and effect without regard to any of the following matters, and the obligations of the Borrower and other parties under the Leases shall not be released, affected or impaired by: (a) any amendment, modification, renewal or replacement of or addition or supplement to, or release or discharge of any of the Loan Documents or any security held by the Lender as security for any of the Obligations; (b) any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (d) any default by the Borrower or any other Borrower Entity or Person under, or any invalidity or unenforceability of, or any release or other limitation of the liability of the Borrower or any other Borrower Entity or Person under, any Loan Document or other security held by the Lender as security for any of the Obligations; or (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Borrower, any Tenant or any other Borrower Entity or Person, including any change in the constitution of any partnership.

Section 5.02 Notice.

Any notice, demand or other communication required or permitted to be given or made to the Borrower pursuant to this Agreement may be given or made in any manner permitted or provided by the laws applicable thereto, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Lender by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Borrower set out in the Mortgage or to that last known address of the Borrower as shown in the Lender's records) or by facsimile transmission to the facsimile number of the Borrower set out in

the Mortgage or the last known facsimile number of the Borrower as shown in the Lender's records. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof.

Section 5.03 Severability.

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

Section 5.04 Waiver and Release.

The Lender may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Lender will extend to, or affect, any subsequent Event of Default or the rights of the Lender arising from such Event of Default. Any such waiver must be in writing and signed by the Lender. No failure on the part of the Lender or the Borrower to exercise, and no delay by the Lender or the Borrower in exercising, any right pursuant to this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. The registration of a complete and final discharge of the Mortgage against all of the Lands subject thereto duly executed by the Lender shall constitute a release of this Agreement and a re-assignment of the Lender's interest in the Rents and Leases to the Borrower without the need for the execution or registration of any further document or instrument.

Section 5.05 Further Assurances.

The Borrower shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, assurances, acts, matters and things as may be reasonably required by the Lender of or with respect to the Rents or Leases or any part thereof or as may be reasonably required to give effect to this Agreement, and the Borrower hereby constitutes and irrevocably appoints the Lender as the true and lawful attorney of the Borrower, coupled with an interest and with full power of substitution to do, make and execute all such statements, assignments, documents, assurances, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

Section 5.06 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement; and the Borrower consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts and the Borrower unconditionally accepts and consents to the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring any action or proceedings against the Borrower or any other Borrower Entity in the courts of any other jurisdiction.

Section 5.07 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Borrower or any other Borrower Entity or Person. The Borrower may not assign it obligation under this Agreement.

Section 5.08 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower has executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Applicant(s)

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

Name WESTCAN CEDAR GROVE VILLAGES INC.

Address for Service 177 Roxborough Drive
Toronto, Ontario, M4W 3B5

I, GEOFFREY FULTON, 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 INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address for Service TD Centre, TD North Tower
77 King Street West, P. O. Box 117, Suite 4120
Toronto, Ontario, M5K 1G8
("Villages of Port Elgin - 2nd Mortgage")

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, BR155943 registered on 2020/06/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Janet Lynn Leithwood 55 Superior Boulevard Mississauga L5T 2X9 acting for Applicant(s) Signed 2020 06 01

Tel 877-828-8046

Fax 800-316-6884

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

Janet Lynn Leithwood 55 Superior Boulevard Mississauga L5T 2X9 acting for Party To(s) Signed 2020 06 01

Tel 877-828-8046

Fax 800-316-6884

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

Submitted By

FNF CANADA COMPANY 55 Superior Boulevard Mississauga L5T 2X9 2020 06 01

Tel 877-828-8046

Fax 800-316-6884

Fees/Taxes/Payment

Statutory Registration Fee $65.05

Total Paid $65.05

File Number

Party To Client File Number : 20200184 - IMC/PORT ELGIN GAR

GENERAL ASSIGNMENT OF RENTS AND LEASES
("Villages of Port Elgin - 2nd Mortgage Loan")

THIS AGREEMENT is made as of May 28, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") to the Borrower in the original principal amount of $2,250,000.00 which is secured, *inter alia*, by a second priority charge/mortgage (the "**Mortgage**") of the Property (as defined below) which has been registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) on or about the date hereof;

AND WHEREAS the Borrower has agreed to assign to the Lender all legal and beneficial right, title and interest in and to the Rents and Leases together with all benefits, powers and advantages of the Borrower to be derived therefrom to secure the payment by the Borrower of the Loan Indebtedness (as defined in the Mortgage) and the observance and performance by the Borrower and any unregistered or beneficial owner of the Property of its other covenants and obligations under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower hereby covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - INTERPRETATION

Section 1.01 Definitions.

Unless otherwise defined herein, all capitalized terms and expressions used herein shall have the same meaning as set out in the Mortgage. The following terms shall have the following meanings: "**Lands**" means the lands and premises described in the document general or notice of assignment of rents – general to which this Agreement is attached (and any schedule thereto); "**Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and similar agreements by which the use and occupancy of the Property or any part thereof is granted to any Person for any purpose, together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security relating thereto, and includes all Commercial Leases (including all Material Commercial Leases) and Residential Leases; "**Property**" means all legal and beneficial right, title, estate and interest from time to time in and to the Lands in fee simple, including any leasehold interest of the Borrower in the Lands, together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto; "**Province**" means the Province of Ontario; "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any nature and kind whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any goods or services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof; and "**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

Section 1.02 General Provisions.

The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, in this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation," (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or replacement statute thereto; (d) any reference to a Lease or any Loan Document, including this Agreement, includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Lender, Borrower, any Tenant and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of this Agreement; (h) the Lender's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Lender acting reasonably (unless otherwise expressly provided herein), except that following an Event of Default and notwithstanding the foregoing and any other provision hereof or Applicable Laws to the contrary, the Lender will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if this Agreement expressly requires the Lender to act reasonably); (i) notwithstanding any other provision of this Agreement or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) this Agreement is the result of negotiations between the parties hereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Borrower hereunder, then all such obligations and liabilities of all such Persons so named or who subsequently become liable for such obligations and liabilities are joint and several; (l) time is of the essence; (m) all obligations of the Borrower

are deemed to be covenants by the Borrower in favour of the Lender; (n) any reference to the knowledge, belief or awareness of the Borrower includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Borrower and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (o) where any reference is made in this Agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; and (p) this Agreement will remain in full force and effect and shall continue to be binding on the Borrower for the benefit of the Lender notwithstanding any extension, renewal or amendment of the Loan and/or the Loan Documents made by the Lender and the Borrower from time to time. The provisions of this Agreement are intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Agreement will not be construed as being or deemed to be in conflict with the other Loan Documents. The delivery of this Agreement for registration by direct electronic transmission will have the same effect for all purposes as if this Agreement was in written form signed by the parties hereto and delivered to the Lender.

Section 1.03 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Agreement shall, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein shall (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

ARTICLE 2 - ASSIGNMENT

Section 2.01 Assignment.

As general and continuing security for payment and performance to the Lender of the Obligations, the Borrower hereby assigns, transfers, grants and sets over to the Lender, as and by way of a fixed and specific second priority assignment and security interest, all legal and beneficial right, title and interest in and to (i) the Rents now or hereafter due and payable with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents in the name of the Borrower or the owner from time to time of the Property or in the name of the Lender, as the Lender may determine in its sole discretion, and (ii) the Leases with full benefit and advantage thereof including the benefit of all covenants and agreements contained in the Leases on the part of the Tenants thereof to be observed, performed or kept, including all proceeds of or from any of the foregoing.

Section 2.02 Continuing Security.

This Agreement is given as general and continuing security for the payment and performance to the Lender of the Obligations, and not in substitution for or in satisfaction therefor. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest created hereby. The terms and conditions of this Agreement shall remain binding and effective on the parties hereto and will not merge in or be extinguished by any other Loan Document or any judgment taken against the Borrower or any other Borrower Entity or Person for breach of its obligations under this Agreement or any other Loan Document.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

Section 3.01 Representations.

The Borrower represents and warrants to the Lender as follows: (i) the Borrower has the good right, full power and absolute authority to assign the Rents and Leases to the Lender as a second priority assignment and security interest therein (subject only to Permitted Encumbrances), and has granted no other prior assignment, transfer or Lien in, on or of any of the Rents or Leases that remains outstanding from and after the date hereof; (ii) the Leases are in full force and effect and are valid and binding obligations of each of the Tenants thereunder; (iii) complete copies of all Commercial Leases have been delivered to the Lender; (iv) except as expressly disclosed to the Lender in writing prior to the initial Loan advance, no Rents have been (A) prepaid under any Commercial Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Commercial Lease), (A) prepaid for more than six (6) months under any Residential Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Residential Lease), or (C) otherwise discounted, released, waived, compromised or discharged under any Lease; (v) there is no default by any Person now existing under any Commercial Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Commercial Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Commercial Lease; (vi) there is no material default by any Person now existing under any Residential Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any

other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Residential Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Residential Lease; (vii) each Commercial Lease requires the related Tenant to attorn and become bound to the Lender as tenant of its premises upon the Lender's request from time to time for the then unexpired residue of the term of such Commercial Lease and on the terms and conditions of such Commercial Lease; and (vii) all Rents previously and hereafter charged and collected in respect of each Lease have complied with and will comply with the Lease and with all Applicable Laws. The Borrower will deliver to the Lender, within ten (10) days after the Lender's request from time to time, a true and complete copy of each Lease and a complete list of the Leases, as certified by the Borrower, setting out, in respect of each Lease, the demised premises, the name of the Tenant, the Rents payable and the date to which such Rents have been paid, the key terms of such Lease, the date of occupancy, the date of expiration, any rent concessions and other inducements granted to the Tenants, and any renewal options. The Borrower shall promptly deliver to the Lender any request notice, order or claim of any kind given or received by any Borrower Entity from time to time in respect of any Material Commercial Lease and, with respect to any other Lease, any request, notice, order or claim given or received by any Borrower Entity from time to time relating to any matter or thing which has or could reasonably be expected to have or result in a Material Adverse Effect.

Section 3.02 Restrictions on Leases and Renewals.

Each new Lease or any renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by such existing Lease), (i) must be a commercially reasonable arm's-length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, (ii) must provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions, (iii) must be written on a standard form of lease or renewal or extension agreement with no material amendments thereto, (iv) if it is a Commercial Lease, must provide that in the event enforcement proceedings are commenced by Lender following of an Event of Default, the Tenant must attorn to the Lender and become bound to it as tenant of its premises for the then unexpired residue of the term of such Commercial Lease and upon the terms and conditions contained in such Commercial Lease, (v) except for any renewal or extension of an existing Commercial Lease which is exercised pursuant to, and the terms of which are governed by such existing Commercial Lease, must not permit the Tenant under any Commercial Lease to "go dark" or otherwise stop operating its business in the ordinary course from or within its leased premises, and (vi) must not contain termination rights in favour of the Tenant or any other Person (other than the landlord) except for landlord default. Unless otherwise agreed by the Lender in writing, the Borrower will require the Tenant under each Commercial Lease to execute and deliver to the Lender an agreement, in the Lender's form, confirming the attornment referred to in Subsection (iv) concurrently with the execution and delivery of each new Commercial Lease and any renewal or extension of an existing Commercial Lease.

Section 3.03 Lender Right to Consent to Material Commercial Leases

The Borrower must obtain the Lender's prior written consent to enter into, renew, or extend any Material Commercial Lease, which consent will not be unreasonably withheld or delayed by the Lender, provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of this Agreement and the other Loan Documents governing new Leases and renewals and extensions of existing Leases and provided further that the Lender will be entitled to a minimum of ten (10) Business Days following receipt of the Borrower's written request and all reasonably required supporting documentation to decide whether or not to give or withhold such consent. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, such existing Material Commercial Lease. Notwithstanding the foregoing, following the occurrence of an Event of Default, the Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Lease (including each Material Commercial Lease) which consent may be given or withheld by the Lender in its sole discretion.

Section 3.04 Covenants.

Neither the Borrower nor any other Borrower Entity will, without the prior written consent of the Lender in its sole discretion: (i) accept or permit payment of the Rents or any part thereof under any Commercial Lease in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease), or accept or permit payment of the Rents or any part thereof under any Residential Lease more than six (6) months in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease); (ii) amend, modify, cancel or terminate any Lease in whole or in part, or accept the surrender of any Lease, or take or omit to take any action or exercise any right or option which would permit the Tenant under any Lease to cancel, terminate or surrender any Lease; (iii) discount, release, waive, compromise or otherwise discharge any Rents payable under any Lease or other obligations of any Tenant or other Person under any Lease, or (iv) assign, transfer or grant a Lien in, on or of all or any part of the Rents or Leases. Provided no Event of Default has occurred, the Lender's consent for any action referred to Subsections (ii) and (iii) is not required in respect of any Lease or a renewal or extension thereof (except any such action relating to any Material Commercial Lease or a renewal or extension thereof, which for greater certainty, will require the Lender's prior written consent, in its sole discretion), provided in each case such action is a commercially reasonable arm's length transaction in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and provided further that prompt written notice thereof is given to the Lender.

Section 3.05 Performance of Obligations.

The Borrower shall observe and perform at all times all covenants and agreements contained in the Leases on the part of the landlord to be observed and performed and shall cause the Tenants under the Leases to observe and perform their respective covenants, obligations and undertakings thereunder. Neither the execution or delivery of this Agreement or the other Loan Documents, nor the collection of the Rents nor the exercise of any right, remedy or other action or omission by the Lender in respect of any of the Rents or Leases shall make any Lender Entity or any other Person for whom the Lender is responsible under Applicable Laws (i) liable for the collection of any of the Rents or for the observance or performance of any of the covenants, terms, conditions or agreements contained in any of the Leases on the part of any party to be observed and performed, (ii) a mortgagee or chargee in possession, or (iii) liable for any action, proceeding, claim, demand, loss, damage, cost, expense of any nature and kind by the Borrower or any other Borrower Entity or Person.

ARTICLE 4 - EVENT OF DEFAULT

Section 4.01 Event of Default.

Prior to the occurrence of an Event of Default, the Borrower may demand, receive, collect and apply the Rents, but only as the same fall due and payable according to the terms of each of the Leases, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest granted to the Lender in and to the Rents and Leases and the immediate attachment thereof and provided further that unless otherwise agreed by the Lender in advance and in writing, any payment, consideration, compensation or other benefit of any kind which any Borrower Entity is or subsequently becomes entitled to receive relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof shall be paid by the related Tenant (or related payor) or any Borrower Entity (forthwith upon receipt by it) to and held by the Lender and may be applied by the Lender, in its sole discretion, to reduction of the Loan Indebtedness when due or may be held by the Lender as security for the Obligations without releasing or affecting any of the other obligations and liabilities of the Borrower or any other Borrower Entity under any of the Loan Documents. Upon the occurrence of an Event of Default, the Lender may immediately deliver a written notice to each Tenant directing it to pay all Rents to the Lender, or as the Lender may direct, and such notice shall be good and sufficient authority for so doing. Any payment of Rent to the Lender, or as the Lender may direct, after such notice is given to any Tenant shall not constitute a default by such Tenant under its Lease.

Section 4.02 Rights of Lender.

Upon the occurrence of an Event of Default, the Lender, its agents and employees, will have the right to enter the Property for the purpose of demanding, collecting, suing for, recovering, receiving or compromising the Rents, giving receipts therefor, enforcing the Leases and inspecting, protecting, operating and maintaining the Property and without being a chargee or mortgagee in possession. The Borrower hereby authorizes the Lender to perform all such acts and do all things in connection with any of the foregoing matters or the exercise of any other rights and remedies in respect of the Rents and Leases available hereunder or under any other Loan Document or Applicable Laws, including making of payments to encumbrancers whether prior to, pari passu with or subsequent to the Mortgage, paying any costs and expenses in connection with such acts and things and any acts by way of enforcement of the covenants and exercising of the rights of the Borrower under or in respect of the Leases or otherwise, as, when and in such manner as the Lender may determine in its sole discretion, which acts and things may be performed or done in the name of the Borrower or in the name of the Lender, as the Lender may determine in its sole discretion. Nothing herein shall require the Lender to collect or recover any of the Rents or to take any action or exercise any remedy or serve any notice upon any Tenant under its Lease upon any default or breach by such Tenant thereunder. The Borrower hereby irrevocably appoints the Lender as its attorney and agent coupled with an interest and with full power of substitution to exercise any of the rights, powers, authority and discretion granted to the Borrower under or in respect of each Lease upon the occurrence and during the continuation of an Event of Default. The Lender shall be liable to account for only such moneys as may actually come into its hands by virtue of this Agreement. Upon the occurrence of an Event of Default, but subject to the provisions of the other Loan Documents, the Lender may, after payment of all costs and expenses incurred by or on behalf of the Lender in exercising any of its rights and remedies hereunder, credit the remainder of the moneys which it may receive in connection with the Property to payment of any amount or amounts due to the Lender on account of Loan Indebtedness and to payment of any reserves and the manner of the application of such remainder and the item or items to which it shall be credited from time to time by the Lender shall be in the sole discretion of the Lender and until such moneys have been so applied or credited same shall be subject to this Agreement and all other security held by the Lender for the Obligations.

Section 4.03 Concurrent Remedies.

The Lender may exercise all rights and remedies provided for in this Agreement, the other Loan Documents or otherwise under Applicable Laws separately, concurrently or in such combination or order and at such times as it may determine in its sole discretion and will not be required to exhaust any other right or remedy before exercising any of its rights and remedies in respect thereof.

ARTICLE 5 - GENERAL

Section 5.01 No Release.

The assignment and security interest in the Rents and Leases and all other rights and benefits granted to the Lender hereunder shall remain in full force and effect without regard to any of the following matters, and the obligations of the Borrower and other parties under the Leases shall not be released, affected or impaired by: (a) any amendment, modification, renewal or replacement of or addition or supplement to, or release or discharge of any of the Loan Documents or any security held by the Lender as security for any of the Obligations; (b) any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (d) any default by the Borrower or any other Borrower Entity or Person under, or any invalidity or unenforceability of, or any release or other limitation of the liability of the Borrower or any other Borrower Entity or Person under, any Loan Document or other security held by the Lender as security for any of the Obligations; or (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Borrower, any Tenant or any other Borrower Entity or Person, including any change in the constitution of any partnership.

Section 5.02 Notice.

Any notice, demand or other communication required or permitted to be given or made to the Borrower pursuant to this Agreement may be given or made in any manner permitted or provided by the laws applicable thereto, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Lender by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Borrower set out in the Mortgage or to that last known address of the Borrower as shown in the Lender's records) or by facsimile transmission to the facsimile number of the Borrower set out in

the Mortgage or the last known facsimile number of the Borrower as shown in the Lender's records. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof.

Section 5.03 Severability.

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

Section 5.04 Waiver and Release.

The Lender may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Lender will extend to, or affect, any subsequent Event of Default or the rights of the Lender arising from such Event of Default. Any such waiver must be in writing and signed by the Lender. No failure on the part of the Lender or the Borrower to exercise, and no delay by the Lender or the Borrower in exercising, any right pursuant to this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. The registration of a complete and final discharge of the Mortgage against all of the Lands subject thereto duly executed by the Lender shall constitute a release of this Agreement and a re-assignment of the Lender's interest in the Rents and Leases to the Borrower without the need for the execution or registration of any further document or instrument.

Section 5.05 Further Assurances.

The Borrower shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, assurances, acts, matters and things as may be reasonably required by the Lender of or with respect to the Rents or Leases or any part thereof or as may be reasonably required to give effect to this Agreement, and the Borrower hereby constitutes and irrevocably appoints the Lender as the true and lawful attorney of the Borrower, coupled with an interest and with full power of substitution to do, make and execute all such statements, assignments, documents, assurances, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

Section 5.06 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement; and the Borrower consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts and the Borrower unconditionally accepts and consents to the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring any action or proceedings against the Borrower or any other Borrower Entity in the courts of any other jurisdiction.

Section 5.07 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Borrower or any other Borrower Entity or Person. The Borrower may not assign it obligation under this Agreement.

Section 5.08 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower has executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

This is Exhibit “M” referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

GENERAL SECURITY AGREEMENT
("Villages of Port Elgin - 2nd Mortgage Loan")

THIS AGREEMENT is made as of May 28, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Secured Party**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP (the "**Beneficial Owner**", and together with Borrower, collectively and individually, the "**Debtor**").

WHEREAS the Secured Party has agreed to make a loan (the "**Loan**") in the original principal amount of $2,250,000.00 to the Borrower pursuant to a commitment letter dated May 22, 2020 (the "**Commitment Letter**") and secured, *inter alia*, by a second priority charge/mortgage (the "**Mortgage**") of certain lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**");

AND WHEREAS the Debtor has agreed to grant to the Secured Party a security interest in and an assignment, mortgage and charge of the Collateral (as defined in Section 2.01) to secure the payment by the Borrower to the Secured Party of the Loan Indebtedness and the observance and performance of all of the other covenants and obligations of the Debtor (whether individually or jointly with any other Borrower Entity or Person) to the Secured Party under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the Secured Party making the Loan to the Debtor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Debtor), the Debtor hereby covenants and agrees with and in favour of the Secured Party as follows:

ARTICLE 1 - INTERPRETATION AND CONSTRUCTION

Section 1.01 Interpretation and Construction.

Unless otherwise defined herein, all capitalized words and expressions used in this Agreement will have the same meaning as defined in the Mortgage. In this Agreement, unless something in the subject matter or context is inconsistent therewith, **"PPSA"** means the Personal Property Security Act (Ontario), and the terms "accession", "account", "chattel paper", "consumer goods", "document of title", "equipment", "goods", "instrument", "intangible", "inventory", "money", "personal property", "proceeds", "security" and "investment property" whenever used herein have the meanings given to those terms in the PPSA; and **"Province"** means the Province of Ontario. The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement *mutatis mutandis*. If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Debtor hereunder, then the obligations and liabilities of all such Persons so named or who otherwise become liable for the obligations and liabilities of the Debtor will be joint and several.

Section 1.02 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document, or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Documents.

ARTICLE 2 - GRANT OF SECURITY INTEREST

Section 2.01 Security Interest.

As general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby grants to the Secured Party a second priority security interest in all of its present and after acquired real and personal property of any nature or kind comprising or otherwise relating to the Property (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party, in each case subject to Permitted Encumbrances. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest that the Debtor (whether individually or jointly with any other Borrower Entity or Person) now has or may hereafter have, be possessed of, be entitled to, or acquire in all property of the following kinds comprising or relating to the Property: all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor, including all monies on deposit in any bank account into which any Rents have been or are currently being deposited from time to time (collectively, the "**Receivables**"); all machinery, equipment, fixtures, furniture, plant, vehicles, goods, chattels and other tangible personal property which are not inventory (collectively, the "**Equipment**"); all inventory; all chattel paper; all warehouse receipts, bills of lading and other documents of title, whether negotiable or not; all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the "**Securities**"); all investment property; all intangibles not otherwise described in this Section 2.01 including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other intellectual property (collectively, "**Intellectual Property**"); all money, coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government; all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, investment property, instruments and other rights and benefits in respect thereof; all reserves paid to or held by the Secured Party pursuant to any of the Loan Documents; all Permitted Encumbrances and material agreements relating to the Property or the management or operation thereof and all rights and benefits in respect thereof; all permits, consents, licenses, authorizations and other approvals granted by any Governmental Authority or utility in respect of the Property and all rights and benefits in respect thereof; all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral; provided that the said security interest, assignment, mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement to lease now held or hereafter acquired by the Debtor, as lessee, but the Debtor will stand possessed of such last day and hold it in trust for the Secured Party and, if the Secured Party enforces such security interest, assignment, mortgage and charge in respect of such lease or agreement, shall assign same to any Person acquiring such lease or agreement to lease in the course of the enforcement and as directed by the Secured Party; (ii) extend or apply to consumer goods or, unless the Secured Party otherwise elects at any time in writing and in its sole discretion, the shares of any unlimited company or unlimited liability corporation, or (iii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound. Without limiting the foregoing, the Collateral will include, and the security interest granted hereby will attach to, all present and future right, title, estate and interest of any beneficial or unregistered owner in the Collateral.

Section 2.02 Attachment of Security Interest.

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when it signs this Agreement and it has any rights in the Collateral. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest granted hereby. Upon full repayment and performance of the Obligations, the Collateral will be re-assigned to the Debtor at the Debtor's expense.

Section 2.03 No Need for Consent.

The Debtor represents to the Secured Party that none of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Secured Party in accordance with the provisions of this Agreement, (ii) is incapable of further assignment or security granted by the Secured Party or by any receiver or

receiver and manager after the occurrence of an Event of Default, or (iii) requires the consent of any third party to the security interest, assignment, mortgage and charge granted hereby, except for any consent that has already been obtained. The Debtor covenants with the Secured Party that no Collateral will be hereafter obtained, acquired or agreed to by the Debtor which is not secured in favour of the Secured Party in accordance with the provisions hereof or which requires the consent of any third party to any such security.

Section 2.04 Where Consent Required.

If any Collateral cannot be secured in favour of the Secured Party in accordance with the provisions of this Agreement or requires the consent of any third party to the granting of such security, then without limiting the Secured Party's other rights and remedies under the Loan Documents, the following provisions will apply: (i) the Debtor will forthwith make reasonable commercial efforts to obtain the consent of any necessary third party to the security in favour of the Secured Party, and (ii) the Debtor will hold all benefit to be derived from such Collateral in trust for the Secured Party as security for payment and performance of the Obligations and will deliver up all such benefit to the Secured Party forthwith and upon demand.

ARTICLE 3 - COVENANTS OF THE DEBTOR

Section 3.01 Covenants.

Without limiting other covenants, obligations and liabilities of the Debtor (whether individually or jointly with any other Borrower Entity or Person) under the Loan Documents, the Debtor covenants with the Secured Party that it will: not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession, other than to the Property; defend the Collateral against all actions, proceedings and claims made by all Persons at any time; except as otherwise expressly permitted by the Mortgage, not Transfer all or any part of the Collateral or create, incur or permit to exist (by operation of law or otherwise) any Lien on the Collateral or any part thereof (except in favour of the Secured Party as security for the Loan or as otherwise expressly permitted by the Mortgage); unless it gives the Secured Party 15 days prior written notice, not change its name, the location of its chief executive office and/or the location of the office where it keeps its records respecting the Receivables; without the prior written consent of the Secured Party in its sole discretion, not move any of the Securities or Equipment from the Property or from any other locations specified in any schedule hereto; pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and will deliver to the Secured Party, when required, the receipts and vouchers establishing such payment; observe and perform all the obligations imposed upon it by the Collateral (including performance of its obligations under any Permitted Encumbrance, material agreement, permit and license); maintain the Collateral in good standing and not do or permit to be done anything that would impair the validity or enforceability thereof, and promptly deliver to the Secured Party notice of any default by the Debtor pursuant to any of the Collateral upon becoming aware of the occurrence of such default; pay to the Secured Party forthwith upon demand all Costs (all such Costs will be added to and form part of the Loan Indebtedness and will be secured by the Loan Documents); not amend, modify or terminate any Permitted Encumbrance, material agreement, permit or license without the prior written consent of the Secured Party; and obtain and maintain, at its own expense, insurance against loss or damage to the Collateral as required by the Mortgage.

At the request of the Secured Party, the Debtor will take all action that the Secured Party deems advisable to cause the Secured Party to have control over any securities or other investment property that are now or at any time become Collateral, including (i) causing such Collateral to be transferred to or registered in the name of the Secured Party or its nominee or otherwise as the Secured Party may direct, (ii) endorsing any such Collateral to the Secured Party or in blank by an effective endorsement, (iii) delivering such Collateral to the Secured Party or someone on its behalf as the Secured Party may direct (iv) delivering to the Secured Party any and all consents or other documents or agreements which may be necessary to effect the transfer of any such Collateral to the Secured Party or any third party and (v) entering into control agreements with the Secured Party and the applicable securities intermediary or issuer in respect of any such Collateral in form and substance satisfactory to the Secured Party.

ARTICLE 4 - DEALING WITH COLLATERAL

Section 4.01 No Liability for Loss.

The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder. In the holding or dealing with any of the Collateral or in the exercise of any right or remedy granted herein, the Secured Party and any nominee on its behalf will have no liability for, and the Debtor hereby agrees to indemnify and save harmless each Lender Entity from and against, any loss, damage, liability, cost or expense of any nature or kind incurred by such Lender Entity with respect to such Collateral.

Section 4.02 Notification of Account Debtors.

Upon and following the occurrence of an Event of Default, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtors of the Debtor or to any other Person liable to the Debtor to make all further payments to the Secured Party or as the Secured Party may direct. Upon receipt of such notice, each such account debtors and other Persons liable to the Debtor are hereby irrevocably authorized and directed to make such payments to the Secured Party or as it may direct. Whether or not any such notice is given by the Secured Party, the Collateral and all payments or other proceeds thereof received by the Debtor from account debtors or from any other Persons liable to the Debtor (whether before or after any notice is given by the Secured Party) will be and remain subject to the security granted hereby and will be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request. Nothing herein will release, discharge, postpone, reassign, amend or otherwise affect the security of the Secured Party in and to the Collateral and the immediate attachment thereof.

ARTICLE 5 - REMEDIES

Section 5.01 Remedies.

Upon and following the occurrence of an Event of Default, (i) the entire Loan Indebtedness will, at the option of the Secured Party in its sole discretion, become immediately due and payable to the Secured Party, without demand, notice, presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the security interest, assignment, mortgage and charge granted hereby will, at the option of the Secured Party in its sole discretion become immediately enforceable; and (iii) in addition to any other right or remedy set out in or available under this Agreement, the other Loan Documents and Applicable Laws, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both, in the Secured Party's sole discretion: the Secured Party may appoint, by written instrument, a receiver, manager or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section will include the whole or any part of the Collateral as the Secured Party will determine in its sole discretion) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral (and the term "**Secured Party**" when used in this Section will include any Receiver so appointed and the agents, officers and employees of such Receiver); the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver; the Secured Party may exercise any of the rights and remedies permitted by Applicable Laws, including all rights and remedies of a secured creditor under the PPSA; the Secured Party may take possession of the Collateral by entry onto any premises where such Collateral may be located or by any other method permitted by Applicable Laws, and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party; the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral; the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor; the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by Applicable Laws; the Secured Party may sue the Debtor for the payment and performance of the Debtor's Obligations; the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by Applicable Laws; the Secured Party, in its sole discretion, may accept the Collateral in satisfaction of the Obligations upon written notice to the Debtor of its intention to do so in the manner required by Applicable Laws; the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority

to the security interest, assignment and mortgage and charge granted by this Agreement; the Secured Party may enter upon, occupy and use all or any of the Property occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions; without limiting the liability of the Debtor to pay all Costs, the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, legal fees and disbursements (on a full indemnity or solicitor and own client basis, as applicable), and any Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at the Interest Rate will be added to and form part of the Loan Indebtedness and will be secured by the Loan Documents; and the Secured Party may discharge or settle, in its sole discretion, any Lien or any action, proceeding or other claim that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith will be added to the Loan Indebtedness and will be secured by the Loan Documents.

The Secured Party may grant extensions of time, take and perfect or abstain from taking and perfecting security, give up securities, accept compositions or compromises, grant releases and discharges, and release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder. The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral. The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party may determine in its sole discretion.

ARTICLE 6 - GENERAL

Section 6.01 Entire Agreement and Waivers.

This Agreement, together with the other Loan Documents, constitutes the entire agreement between the Secured Party and the Debtor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor concerning the subject matter hereof except as expressly set forth in this Agreement or in the other Loan Documents. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

Section 6.02 Benefit of Agreement and Assignment.

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, heirs, successors and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Secured Party or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Debtor or any other Borrower Entity or Person. The Debtor may not assign its obligations under this Agreement.

Section 6.03 Severability.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Section 6.04 Notices.

Any demand, notice or other communication to be given to the Debtor in connection with this Agreement must be given in writing and may be made or given by personal delivery, by registered mail or by facsimile transmission, addressed to the Debtor at 177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Attention: President, Fax No. 416-598-1067, or such other address, individual or facsimile number as the Debtor may designate by written notice given to the Secured Party. Any demand, notice or other communication made or given by personal delivery will be conclusively deemed to have been made or given on the day of actual delivery thereof, and if given by registered mail, on the third Business Day following the deposit thereof in the mail, and if given by facsimile transmission, on the first Business Day following the transmittal thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication will not be mailed but must be given by personal delivery or by facsimile transmission.

Section 6.05 Additional Continuing Security and Discharge.

This Agreement and the security granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party. The Debtor will not be discharged from this Agreement or any of its obligations and liabilities hereunder except upon full payment and performance by the Debtor to the Secured Party of the Obligations in accordance with the provisions of the Loan Documents and a written discharge being executed and delivered by the Secured Party.

Without limiting the foregoing, the Debtor hereby irrevocably consents to any extension, renewal or amendment of the Loan and/or any of the Loan Documents made by the Secured Party and the Borrower from time to time and acknowledges and agrees that this Agreement will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Secured Party, notwithstanding any such extension, renewal or amendment.

Section 6.06 Further Assurances.

The Debtor must do, execute and deliver, or cause to be done, executed and delivered from time to time and at its sole expense, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement, to better evidence and perfect the security granted hereby or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

Section 6.07 Power of Attorney.

The Debtor hereby irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, coupled with an interest and with full power of substitution, upon the occurrence of an Event of Default that is continuing, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the Secured Party may deem reasonably necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

Section 6.08 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement. The Debtor consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Secured Party's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and unconditionally accepts and consents the non-exclusive jurisdiction of the said courts and waives any defense of

forum non-conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Secured Party to bring proceedings against the Debtor or any other Borrower Entity in the courts of any other jurisdiction.

Section 6.09 Executed Copy/Waiver.

The Debtor acknowledges receipt of a fully executed copy of this Agreement. The Debtor waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or other similar statement or registration (including any renewal statement or change statement) registered or filed at any time under the PPSA in respect of this Agreement or any of the other Loan Documents and all confirmation, verification or other similar statement(s) with respect thereto.

Section 6.10 Counterparts.

This agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Debtor has executed this Agreement.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, and the Corporation has the authority to bind the Partnership.

ADDRESS OF DEBTOR

Location of Chief Executive Office and location of Business Records of the Debtor

177 Roxborough Drive, Toronto, Ontario, M4W 3B5

5007 Highway 21, Saugeen Shores, Ontario

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 762108156
Registration Number: 20200526 0958 1590 4225
REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 3

Expiry Date: 2023-05-26

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	WESTCAN CEDAR GROVE VILLAGES INC. 5008011	177 ROXBOROUGH DRIVE TORONTO ON M4W 3B5

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120 TORONTO ON M5K 1G8

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl ___		

General Collateral

ALL RIGHTS, TITLE AND INTEREST OF THE DEBTOR IN ALL PERSONAL PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING PART LOT 8, CONCESSION 6 SAUGEEN, AND PART LOTS 6-8, CONCESSION 5 SAUGEEN, PIN 33246-0625 LT, 5007 HIGHWAY 21, SAUGEEN SHORES, ONTARIO.

REGISTERING AGENT

NAME	ADDRESS
ROSE PERSIKO RAKOWSKY MELVIN LLP (RBM/20200184)	600-390BAY STREET TORONTO ON M5H 2Y2

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 762108291
Registration Number: 20200526 1000 1590 4226
REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 3

Expiry Date: 2023-05-26

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	WESTCAN CEDAR GROVE VILLAGES INC. 5008011	177 ROXBOROUGH DRIVE TORONTO ON M4W 3B5
2	WESTCAN CEDAR GROVE LIMITED PARTNERSHIP	177 ROXBOROUGH DRIVE TORONTO ON M4W 3B5
3	WESTCAN CEDAR GROVE VILLAGES INC., AS SOLE GENERAL PARTNER OF WEST CAN CEDAR GROVE LIMITED PARTNERSHIP	177 ROXBOROUGH DRIVE TORONTO ON M4W 3B5

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120 TORONTO ON M5K 1G8

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl ___		

General Collateral

ALL RIGHTS, TITLE AND INTEREST OF EACH DEBTOR IN ALL PERSONAL PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING PART LOT 8, CONCESSION 6 SAUGEEN, AND PART LOTS 6-8, CONCESSION 5 SAUGEEN, PIN 33246-0625 LT, 5007 HIGHWAY 21, SAUGEEN SHORES, ONTARIO.

REGISTERING AGENT

NAME	ADDRESS
ROSE PERSIKO RAKOWSKY MELVIN LLP (RBM/20200184)	600-390BAY STREET TORONTO ON M5H 2Y2

This is Exhibit "N" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

IMC INSTITUTIONAL MORTGAGE CAPITAL

TD Centre, TD North Tower, 77 King Street West
Suite 4120, P.O. Box 117, Toronto, ON M5K 1G8

November 12, 2020

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
3754 Concession Road 5
Adjala-Tosorontio, ON
L0G 1L0

Attention: David McDonald

Re: **Villages of Port Elgin - First Mortgage Loan**

Dear Sirs:

Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (the "Lender") offers to make a first mortgage loan (the "Loan") to Westcan Cedar Grove Villages Inc. (the "Borrower") on and subject to the terms and conditions set out in this letter and the attached Schedules (collectively, the "Commitment").

A. BUSINESS TERMS

Property: Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario, including all related improvements, leases, rents and other personal property (as defined in the Loan documents, collectively, the "Property").

Maximum Loan Amount: $7,500,000

Initial Advance: $6,000,000

Potential Subsequent Advance: $1,500,000

The Borrower has the option to request one subsequent advance of the Loan in an amount not to exceed $1,500,000 on and subject to the satisfaction by the Borrower of the following terms and conditions:

(a) Receipt by the Lender of satisfactory evidence that not less than $1,000,000 from the initial Loan advance was utilized in development of Phase 1B (64 new lot development) as substantiated by the Borrower's engineer, such substantiation to be acceptable to the Lender and shall include confirmation that the contractor and all trades have been paid;

(b) The LTV of the Loan as determined by the Lender must not exceed 65%, and the DSCR with respect to the Loan as determined by the Lender must not be less than 1.20x, with consideration given to any interest reserve;

(c) The Borrower gives the Lender written notice of such request for the subsequent advance at least ten (10) business days prior to the date of such proposed subsequent advance;

(d) There shall be no Event of Default or any other event that could be an Event of Default;

(e) Receipt by the Lender of a clear title subsearch, search of executions and endorsement from the title insurance company;

(f) The subsequent advance shall be in strict compliance with the provisions of the Construction Act (Ontario), including the holdback requirements;

(g) The Borrower shall be responsible for payment of all Lender's reasonable costs relating to such advance, including the Lender's draw fee in the amount of $350 plus applicable taxes.

With respect to any portion of the subsequent advance that is not drawn, the Borrower shall pay a standby fee to the Lender equal to 0.35% per annum for any undrawn amount commencing on the initial advance of the Loan and payable monthly on each Payment Date. The subsequent advance must be fully drawn prior to September 30, 2021, and any portion of the subsequent advance that is not drawn prior to such date will cease to be available to the Borrower.

Term: 27 months from the Interest Adjustment Date (the "Term"), the last day of which is the maturity date (the "Maturity Date").

Interest Adjustment Date: The first day of the calendar month following the initial Loan advance (or if advanced on the first day of a month, the date of the initial Loan advance).

Amortization: Interest only.

Closing: December 1, 2020. The initial advance of the Loan must be completed on or before December 15, 2020 (the "Commitment Expiry Date"), subject to the terms and conditions of this Commitment.

Interest Accrual Period: Each calendar month of the Term, provided that the first Interest Accrual Period shall mean the period from and including the initial advance of the Loan to the last day of the same calendar month.

Interest Rate: The Interest Rate for each Interest Accrual Period will be set by the Lender on the last business day of the immediately preceding calendar month (or for the initial Interest Accrual Period, at the time of the initial advance of the Loan) based on the formula set out below. The determination of the Interest Rate by the Lender for each Interest Accrual Period shall be final and binding on the Borrower absent manifest error.

For each Interest Accrual Period during the Term (other than the final 3 Interest Accrual Periods), the Interest Rate will be the greater of (a) the annual prime rate of interest announced, quoted or charged from time to time by TD Canada Trust, at its head office location in Toronto, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans made by TD Canada Trust to Canadian customers (the "Prime Rate") plus 3.75%, and (b) 6.20%.

For each of the final 3 Interest Accrual Periods of the Term and each month thereafter until all outstanding Loan indebtedness is paid in full (the "Step-Up Date"), the Interest Rate will be the greater of (a) the Prime Rate plus 5.75%, and (b) 8.20% (the "Adjusted Rate").

Interest will be compounded and payable monthly not in advance.

Recourse: The Lender shall have full recourse to the Borrower for all Loan obligations.

Guarantor: Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership and Michael John Geoffrey Fulton (collectively, the "Guarantor") will guarantee all Loan obligations.

Indemnitor: The Borrower and the Guarantor (collectively, the "Indemnitor") will provide an indemnity to the Lender and certain related persons for, among other things, fraud, environmental matters, misrepresentation and misappropriation of funds, in the Lender's standard form.

Beneficial Owner: Westcan Cedar Grove Limited Partnership is the sole beneficial owner of the Property (the "Beneficial Owner").

Maximum LTV: At the time of each Loan advance, the LTV must not exceed 65% of the appraised value of the Property.

Minimum DSCR: At the time of each Loan advance, the DSCR must not be less than 1.20x of underwritten net cash flow (as determined by the Lender), with consideration given to any interest reserve.

Payments: Interest payments shall be on the first day of each month and shall be calculated monthly, not in advance, on the basis of the actual number of days in each month on the outstanding Loan balance and shall be paid by automatic debit. For the period following the Step-Up Date, the amount of each monthly interest payment will be reset by the Lender (or its Loan servicer) based on the Adjusted Rate. All outstanding Loan indebtedness is due and payable to the Lender in full on the maturity date.

Prepayment: The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, subject to the Borrower providing 60 days' prior written notice or payment of 60 days' interest in lieu of such notice, and subject to payment by the Borrower to the Lender of the prepayment charge and other amounts required under the Loan. If such prepayment occurs at any time prior to the applicable Minimum Interest Amount having been paid to the Lender in full, the Borrower must concurrently pay to the Lender, in addition to all other Loan indebtedness being prepaid, a prepayment charge equal to that portion of the applicable Minimum Interest Amount that remains unpaid at that time (the "Prepayment Charge"). Such Prepayment Charge will be fully earned by the Lender on such prepayment being made. "Minimum Interest Amount" means, in respect of any prepayment, a total amount of interest paid to the Lender under the Loan prior to such prepayment of not less than $465,000.

Prepayment Requires Full Month's Interest: If any prepayment of the Loan permitted herein is made on a date which is not the first day of a month, the Borrower must pay to the Lender an amount equal to all interest that would have accrued on the Loan (absent such prepayment) at the applicable interest rate up to and including the next regularly scheduled payment date, in addition to all other outstanding Loan indebtedness.

Fees: The following fees will be payable by the Borrower:

(a) An application fee in the amount of $10,000 payable to, and fully earned by, the Lender, which is fully earned and non-refundable in all circumstances and whether or not the Loan closes (receipt acknowledged).

(b) Transaction fees in the amount of $86,250.00 as follows:

(i) A syndication fee in the amount of $18,750 payable to the Lender, which fee is payable and fully earned and non-refundable in all circumstances upon issuance of this Commitment and whether or not the Loan closes, subject only to default by the Lender.

(ii) A commitment fee in the amount $67,500 payable to the Lender, which fee is payable and fully earned and non-refundable in all circumstances upon issuance of this Commitment and whether or not the Loan closes, subject only to default by the Lender.

The transaction fees shall be deducted from the initial advance of funds under the Loan.

(c) An annual loan administration fee in the amount of $2,500 plus applicable taxes payable to the Lender's Loan servicer on each anniversary of the interest adjustment date until all Loan indebtedness is repaid in full.

Subordinate Liens: No subordinate mortgages, liens, charges or other financial encumbrances or security interests are permitted in respect of the Property (including without limitation, financing leases or other security in respect of any fixtures, furniture, equipment or other personal property) at any time without the prior written consent of the Lender acting reasonably, save and except for Permitted Third-Party Financing. "Permitted Third-Party Financing" means:

(a) the leasing or financing of any manufactured home or park mobile unit (collectively, the "Manufactured Homes") by the owner(s) thereof who are not a Borrower Entity; and (b) the leasing or financing of Manufactured Home in the ordinary course of the Borrower's business of owning and operating the Property but only if and so long as (i) the Manufactured Homes are not permanently affixed to the Property and are readily replaceable without material interference or interruption to the operation of the Property taken as a whole, (ii) such lease and/or financing is secured only by the Manufactured Homes, and (iii) the aggregate of all remaining amounts payable by any Borrower Entity under all such leases and financings of Manufactured Homes up to and including the expiry or maturity of such leases and financings do not exceed the sum of $1,000,000.

Notwithstanding the foregoing, the Lender shall permit the following subordinate mortgages:

(a) Second mortgage secured by the Property in favour of Institutional Mortgage Capital Canada Inc. in the amount of $2,250,000.

(b) Third mortgage secured by the Property in favour of Olympia Trust Company as trustee for investors in RRSPs or other registered funds in an amount not to be greater than $1,000,000 and otherwise on terms satisfactory to the Lender. The subordinate lender will be required to enter into a subordination and standstill agreement with the Lender in the Lender's required form.

Third Party Costs: The Borrower will pay all costs and expenses incurred by or on behalf of the Lender in connection with the Loan ("third party costs"), including without limitation, all legal, appraisal, engineering, environmental assessments, title insurance, credit reports and insurance consultant fees, costs and expenses, including all applicable taxes, as such costs, expenses and taxes are incurred, whether or not the Loan closes. The Lender acknowledges receipt of a deposit of $20,000 to be applied by the Lender in accordance with this Commitment.

Reserves: The Borrower will establish and fund with the Lender (or its Loan servicer) all reserves required by Schedule A hereto.

Transfers: Any transfer of any interest in the Property or any part thereof, or any change of effective voting control of any Borrower Entity having a registered, unregistered or beneficial ownership interest in the Property from time to time (including any change of ownership of more than 50% of the voting securities in the capital structure of such person) will require the prior written consent of the Lender in its sole discretion (a "Transfer"). Notwithstanding the foregoing, the Lender's consent to will remain subject to the satisfaction by the Borrower of certain conditions set out in the Loan documents, in each case at the Borrower's sole cost and expense, including without limitation, payment by the Borrower of all fees, costs and expenses (plus applicable taxes) incurred by the Lender, its Loan servicer and legal counsel relating to such transfer or change of control, and payment by the Borrower to the Lender (or its Loan servicer) of an assumption fee equal to 0.50% of the Loan Amount (such fee not to exceed $25,000.00), plus applicable taxes.

For greater clarity, it is acknowledged and agreed that a Transfer does not include any sale, assignment, transfer or other disposition of any limited partnership units of the Beneficial Owner and Carlton Trail Limited Partnership so long as each general partner remains the same and there is no concurrent change in the effective voting control of the Borrower from that existing as of the date of the Loan advance (including any change of ownership of more than 50% of the voting securities in the capital structure of the Borrower).

Closing Conditions: The Lender will not be obligated to make the initial advance of the Loan unless and until all terms and conditions of this Commitment have been fully complied with by the Borrower at its sole cost and expense on or before the Commitment Expiry Date and to the satisfaction of the Lender in its sole discretion. The Lender must be satisfied in its sole discretion with all due diligence investigations, inspections and reports with respect to all matters that it considers necessary or desirable with respect to the Loan, the Property and each Borrower Entity (and the principals thereof), including without limitation all closing/underwriting deliveries and other matters set out in Schedule B. Without limiting the foregoing, the Property, including its physical, environmental and financial condition, title (including title insurance and all title encumbrances) and all tenants and leases, will be subject to the Lender's approval in its sole discretion prior to the initial Loan advance. All such conditions

are for the sole benefit of the Lender and may be waived by the Lender in writing at any time.

B. GENERAL PROVISIONS

1. Borrower Entity/Lender Entity: In this Commitment, (a) "Borrower Entity" means the Borrower, Indemnitor, any Guarantor and Beneficial Owner, each person having a registered, unregistered or beneficial ownership interest in the Property from time to time, (but shall not include any limited partner of any Borrower Entity which is a limited partnership so long as such limited partner does not undertake any active management or control of the limited partnership), and each other person defined as a Borrower Entity in the Loan documents, and (b) "Lender Entity" means each of the Lender, the Custodian (defined below), the Loan servicer, all persons having an ownership interest in the Loan from time to time, and their respective employees, officers, directors, partners, agents and consultants. Each mortgagor of the Property must be a corporation. Each Borrower and Beneficial Owner must be Canadian resident.

2. Property: In this Commitment, "Property" includes the entire freehold estate in the lands, and all present and future buildings, improvements, fixtures, equipment, chattels, leases and rents, as described in the Lender's standard Loan documents.

3. Loan Documents: The Loan will be evidenced and secured by (a) a first priority freehold mortgage, charge, assignment and security interest of the Property, including a mortgage, a general assignment of rents and leases, and a general security agreement (together with all necessary registrations in each applicable jurisdiction), (b) a full recourse guarantee from the Guarantor, (c) an indemnity from the Indemnitor, and (d) such other security as the Lender may otherwise reasonably require. The Beneficial Owner will execute a beneficial owners' agreement in favour of the Lender. Prior to the initial Loan advance, the Borrower will provide corporate and enforceability opinions from legal counsel in each jurisdiction in form and content satisfactory to the Lender. All Loan documents will be in the Lender's standard form, subject only to such modifications acceptable to the Lender to reflect the subject Loan transaction.

4. Events of Default: If an Event of Default occurs, the Lender, at its option, may immediately accelerate the Loan and enforce all of its rights and remedies under the Loan documents and applicable laws. Upon any acceleration or prepayment of all or any part the Loan (including any acceleration as a result of any Event of Default), the Borrower agrees to pay a Prepayment Charge to the Lender, in addition to all other amounts then due and owing under the Loan. "Event of Default" or "default" means any of the following events:

   (a) any default by the Borrower in payment of all or any portion of the Loan indebtedness when due and payable under the Loan documents;

   (b) any failure by the Borrower to pay or deposit any Loan reserves required to be paid or deposited by the Borrower when the same become due and payable under the Loan documents;

   (c) any utility charges and realty taxes in respect of the Property are not paid when due;

   (d) any failure by any Borrower Entity to comply with its obligations under any of the Loan documents with respect to insurance;

   (e) if any Transfer occurs in breach or violation of the provisions of any of the Loan documents;

   (f) any material representation or warranty of any Borrower Entity in any Loan document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to any Lender Entity in connection with the Loan that is incorrect or misleading in any material respect as of the date of delivery to such Lender Entity or as of such other date specified therein;

   (g) any part of the Property is expropriated and, in the opinion of the Lender acting reasonably, such expropriation has or could be expected to have a material adverse effect (a "Material Adverse Effect") on any of (i) the value or marketability of all or any part of the Property, or the servicing, development, construction, use, leasing, operation or management thereof by any Person; or (ii) the ability of any Borrower Entity to observe and perform any of its respective covenants and obligations to the Lender under or in respect of the Loan and the Loan documents when due, or (iii) the validity, enforceability or priority of any of the Loan documents, any of the respective covenants, obligations and liabilities of any Borrower Entity thereunder, or any of the rights and

remedies of the Lender thereunder, or (iv) the business, assets, property or financial condition of any Borrower Entity, taken as a whole;

(h) if any Lien is made, created, issued, incurred or permitted to exist by any Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan documents (whether or not having priority over the security thereof);

(i) any Borrower Entity makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor's rights, or any proceedings are commenced by any Borrower Entity seeking any order, declaration or judgement of any court adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets;

(j) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of any Borrower Entity, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property;

(k) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan document on its part to be observed or performed which default is not cured within the applicable notice, grace or cure period, or if no such period is provided and is not expressly excluded, within thirty (30) days following written notice of such default to such Borrower Entity, or within such longer period as may be reasonably required provided that the Borrower has commenced to cure such default with the applicable notice, grace, cure or thirty (30) day period as the case may be and thereafter proceeds diligently and in good faith until such default is completely cured, and which includes any of the following (but for greater certainty, there is no such notice, grace or cure period in respect of any other Event of Default separately enumerated in this definition or which is expressly stated in any Loan document to be immediate or to have no applicable notice, grace or cure period): (i) if any Lien is made, created, issued, incurred or permitted to exist by any Person that is not a Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan documents (whether or not having priority over the security thereof); (ii) any Borrower Entity becomes insolvent or any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced against any Borrower Entity seeking any such order, declaration or judgement; (iii) any default by any Borrower Entity under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property ranking in priority to or subsequent to the security of the Loan documents which is not cured within any cure periods applicable thereto; (iv) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction, and such writ, distress, attachment, process, judgment or order either (A) relates to or includes the Property or any part thereof, or (B) in the opinion of the Lender in its sole discretion, has or could be expected to have a Material Adverse Effect; or (v) any other Event of Default expressly provided under any Loan document.

Upon any acceleration or prepayment of all or any part the Loan (including any acceleration as a result of any Event of Default), the Borrower agrees to pay a Prepayment Charge to the Lender, in addition to all other amounts then due and owing under the Loan.

5. Deposit for Third Party Costs: The deposit for third party costs paid to the Lender pursuant to this Commitment (including any such deposit previously paid to the Lender under any letter of intent) will be held and applied by the Lender to all third party costs incurred by it and/or any unpaid portion of the fees set out in this Commitment in each case whether or not the Loan closes. The portion of such deposit so applied will be non-refundable to the Borrower in all circumstances. The Lender will refund the unexpended balance of such deposit to the Borrower at Loan closing, or if the Lender determines that the Loan will not close for any reason, but in each case only after the Lender has determined and paid all such third party costs and/or any unpaid portion of the fees set out in this Commitment. If the Lender's third party costs exceed the deposit, the Borrower will pay the excess amount to the Lender forthwith on demand. The Borrower agrees that it will not be entitled to receive any interest on such deposit.

6. Closing: The Lender will have the right in its sole discretion to terminate this Commitment in respect of the Loan at any time if the initial advance of the Loan is not fully advanced on or before the Commitment Expiry Date for any reason (other than default by the Lender), notwithstanding any intervening negotiations, the preparation and/or delivery of the Loan documents, or any other dealings or course of conduct between any of the parties at any time, unless a written extension of the Commitment Expiry Date has been expressly agreed to and executed and delivered by each of the parties hereto.

7. Material Adverse Change: Notwithstanding the satisfaction of all Loan conditions and/or any other event or circumstance of any kind, the Lender will not be required to advance the Loan and may terminate this Commitment at any time if it determines, in its sole discretion, that any event or circumstance has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on (i) the value or marketability of the Property (including without limitation, the physical, environmental, or financial condition of the Property or any tenant or lease of the Property), or (ii) the financial or other condition of any Borrower Entity or its ability to observe and perform any of its respective covenants and obligations to the Lender under or in respect of the Loan and the Loan documents when due.

8. Changes to Property: Neither the Borrower nor any other Borrower Entity is permitted to demolish, remove, construct, materially alter, add to, repair or restore the Property or any portion thereof (collectively, "Alterations"), nor consent to or permit any other person to make such Alterations, without obtaining in each instance the Lender's prior written approval in its sole discretion. Nothing herein will prevent or restrict the Borrower or any other Borrower Entity from complying with its obligations to maintain and repair the Property in accordance with the Loan documents.

9. Property Management: The manager of the Property and each property management agreement will be subject to the prior written approval of the Lender in its sole discretion from time to time.

10. Approval of Leases: Each new commercial lease of the Property, including each renewal or extension of an existing lease (other than any extension or renewal of an existing lease which is exercised pursuant to, and the terms of which are governed by, such existing lease), must (i) be a commercially reasonable arm's length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and (ii) provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions. The Loan documents will include certain other requirements for new leases and renewals and extensions of existing leases, and certain representations and warranties and other covenants from the Borrower concerning the status and future dealings with all leases and rents.

    The Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Material Commercial Lease, which consent may not to be unreasonably withheld or delayed provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of the Loan documents governing new leases and renewals and extensions of existing leases. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, any such Material Commercial Lease. In this Commitment and each of the Loan Documents, "Material Commercial Lease" means any lease (excluding a lease or ground lease for one or more mobile home pads, and one or more residential units, rooms or beds for residential purposes, but including any other ground lease or head lease for residential or any other purposes) granted to any person for premises of more than 5,000 square feet and having a term (inclusive of all renewal and extension options, whether or not exercised) of 10 years or more.

11. Financial Statements: The Borrower must deliver monthly construction update, quarterly rent rolls and operating statements for the Property and annual financial statements from each Borrower Entity that is not an individual prepared in accordance with generally accepted accounting principles, net worth statements from each Borrower Entity that is an individual, and such other information respecting the Properties and each Borrower Entity as the Lender may reasonably require from time to time and as set out in the Loan documents.

12. Information and Materials: The Borrower represents and warrants that all information and materials provided or delivered to the Lender in connection with the Loan, including the Property and each Borrower Entity, are correct and complete as of the date provided and will continue to be correct and complete on Loan closing, failing which the Lender will have no obligation to make any advance of the Loan. The Borrower acknowledges that the Lender's decision to make the Loan will be based on all such information and materials. The Borrower must promptly disclose to the Lender from time to time any and all changes in such information and materials or any additional information or materials relating to the Property or any Borrower Entity which may reasonably be expected to influence the Lender's decision to make the Loan.

13. Credit Investigations: Each Borrower Entity authorizes the Lender or its representatives to make inquiries of, and exchange or obtain information, data and credit reports with, third parties regarding the character, general reputation, personal characteristics, financial and credit condition of such Borrower Entity, including its respective directors, officers, shareholders, partners and principals.

14. Consent to Disclosure: Each Borrower Entity acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of any Borrower Entity. Each Lender Entity may release, disclose, exchange, share, transfer and assign from time to time, as it may determine in its sole discretion, all financial and other information and materials relating to any Borrower Entity, the Property or the Loan (including financial statements and all other information relating to the Loan) provided to or obtained by it, without restriction and without notice to or the consent any Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan; (iii) to any governmental authority having jurisdiction over such sale or syndication of the Loan; (iv) to any other person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan documents; and (v) to any third party advisors and agents of any of the foregoing persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. Each Borrower Entity irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

15. Custodian and Loan Servicer: Institutional Mortgage Capital Canada Inc., as general partner for IMC Limited Partnership and as custodian and agent for itself and on behalf of investors in the Loan from time to time (in such capacity, the "Custodian") will advance the Loan and will be named as the Lender in the Loan documents. The Custodian will have, and may exercise, at all times without restriction and either directly or through the Loan servicer, all of the rights and benefits of the Lender under this Commitment (without any assignment being required) and will hold the Loan, the Loan indebtedness and Loan documents solely as custodian and agent for the investors and all other persons having an ownership interest in the Loan from time to time. Each reference to "Lender" in this Commitment includes the Custodian. The Lender and such other Loan investors will be entitled to receive and enjoy, through the Custodian, all right, title and interest of the Custodian in respect of the Loan and the Loan documents and the full benefit thereof at all times. The Lender may also appoint a Loan servicer from time to time, without notice to or the consent of any Borrower Entity, to collect all Loan payments and proceeds and to exercise and enforce any or all rights, remedies or benefits, or perform any or all obligations, of the Lender and/or the Custodian under or in respect of the Loan, the Loan documents (whether or not expressly provided therein) and/or applicable laws, and such Loan servicer may appoint a sub-servicer from time to time in respect of any such matter. Each Borrower Entity will be entitled to deal exclusively with the Custodian and the Loan servicer in respect of all matters relating to the Loan and the Loan documents and agrees that all enforcement actions or proceedings may be brought by the Custodian and/or the Loan servicer on behalf of the Lender and all other persons having an ownership interest in the Loan from time to time and irrevocably waives any requirement that the Lender or such other Loan investors be a party thereto.

16. Full Recourse: Notwithstanding any other provision in any Loan document, the respective obligations and liabilities of each Borrower Entity under the Loan and each of the Loan documents are full recourse to each such Borrower Entity and all of its respective property and assets without limitation or restriction of any kind.

17. Limited Recourse to Lender Entities: No Lender Entity nor any of their respective assets will have or be subject to any actions, proceedings, losses, damages, liabilities, claims, demands, costs or expenses of any kind or nature made by or on behalf of any Borrower Entity arising from or relating to, directly or indirectly, the Loan, including the making or administration of the Loan or any default or other act or omission by any Lender Entity under or relating to the Loan or any of the Loan documents, and each Borrower Entity hereby agrees to indemnify and save each Lender Entity harmless from and against all such matters.

18. Brokerage Commission: Each Borrower Entity will be solely responsible for and will pay any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with the Loan and will indemnify and hold each Lender Entity harmless in respect of same.

19. Assignment: The Lender and any Loan investor, at its cost, may sell, transfer or assign the Loan, the Loan indebtedness and the Loan documents, or any interest therein, from time to time before or after closing without notice to or the consent of any Borrower Entity. Thereafter, the Lender will have no further obligations under or in respect of the Loan or the Loan documents. This Commitment may not be sold, transferred or assigned by any Borrower Entity.

20. Effect of Commitment. This Commitment, together with the Loan documents will constitute the entire agreement between the parties in respect of the Loan and supersedes any letter of intent previously issued by or on behalf of the Lender in its entirety. Each Borrower Entity acknowledges that this Commitment is only a summary of the basic terms of the Loan, and that the Loan documents will include additional terms and conditions not specifically referenced

herein as the Lender deems necessary or appropriate. This Commitment can only be changed, modified or extended by a written instrument executed and delivered by the Lender and each Borrower Entity. This Commitment and any amendments hereto will survive the execution and delivery of the Loan documents by the Borrower Entity, provided, however, that in the event of any express conflict or inconsistency between any provision of this Commitment and any provision of any Loan document, the provision of such Loan document will prevail to the extent of such conflict or inconsistency. The existence of additional terms, conditions or provisions (including any rights, remedies, representation and warranties) contained in any Loan document will not be construed or deemed as being in conflict with this Commitment.

21. Participation: Each Borrower Entity agrees to co-operate in good faith with all reasonable requests and/or inquiries made by or on behalf of the Lender (or any Loan owner) in connection with the sale, syndication and/or participation of the Loan, and further agrees, if requested by or on behalf of the Lender (or any Loan owner) to restructure all or any part of the Loan and the Loan documents (at no cost to the Borrower), including without limitation, the creation of multiple tranches evidenced by separate promissory notes or participation interests (which may be pari passu or senior/subordinate as required), to make all reasonable amendments to the Loan documents and to provide all additional and/or updated financial and other information concerning the Property, its tenants and/or each Borrower Entity as the Lender or Loan owner may require from time to time, provided that the financial terms of the amended and/or restructured Loan are not materially more onerous, in the aggregate, than its original financial terms.

22. Further Assurances: Each Borrower Entity must promptly cure any defect in the preparation, execution and delivery of the Loan documents to which it is a party and will promptly execute and deliver or cause to be executed or delivered, upon request by the Lender all such other and further documents, agreements, opinions, certificates and instruments as may be required by the Lender to more fully state its obligations as set out in any Loan document or to make any recording, file any notice or obtain any consent, including any documents required by the Lender in connection with the sale and/or syndication of the Loan.

23. Construction of Loan Documents: In this Commitment: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders, (b) reference to any Borrower Entity, Lender Entity or any other person includes their respective heirs, executors, administrators, legal representatives, successors and assigns, (c) all dollar amounts are expressed in Canadian dollars, (d) the division of any Loan document into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of such Loan document, (e) if more than one person is named as, or otherwise becomes or assumes the obligations and liabilities of any Borrower Entity, then all obligations and liabilities of such persons will be joint and several, (f) notwithstanding any other provision of this Commitment, the Loan documents or applicable laws to the contrary, it is the express intention of the parties that the words "sole discretion" mean the exercise of discretion that is completely and absolutely subjective in all respects and does not create or imply a duty or obligation of any kind on the part of the person exercising such discretion to act objectively or to apply objective standards, and which is not subject to any restriction, limitation, challenge or review of any kind, (g) time is of the essence, and (h) the parties hereto have expressly agreed and required that this Commitment as well as all documents related thereto, including all agreements and notices, be drafted in English. Les parties aux présentes ont expressément exigé que la présente entente ainsi que tout document y relié, incluant toute entente et tout avis, soit rédigés en anglais. All schedules and addenda annexed hereto form part of this Commitment. The rights and obligations of the parties with respect to the Loan documents in respect of the Loan will be determined in accordance with the laws of the Province in which the Property is located and federal laws applicable thereto.

24. Withholding Taxes. This provision will not apply to any deduction or withholding for taxes under the laws of Canada or any province thereof ("Canadian taxes") or for taxes of a country or jurisdiction other than Canada ("foreign taxes") arising from or in respect of the Loan payment where such deduction or withholding arises solely as a result of a change in the current status of the Lender as a resident of Canada, or as a result of any assignment of the Loan by the Lender to a non-resident of Canada. Subject to the foregoing, to the extent that any payment on or in respect of the Loan will become subject to a deduction or withholding imposed on such Loan payment for Canadian taxes or foreign taxes (including any deduction or withholding arising from a change in applicable laws), the amount of such Loan payment will be automatically increased by an amount which ensures that the Lender receives, after such deduction or withholding is made including any additional withholding or deduction on such additional amount and without any credit to the Borrower therefor, except to the extent the Lender or any such assignee receives a reduction in taxes in Canada or another jurisdiction in respect of the amount withheld, the full amount of the payment specified in the Loan documents. The Borrower will pay the amount of any such deduction or withholding to the applicable taxing authority as required by applicable laws and, upon request, provide the Lender with evidence of such payment. The Lender confirms that it is a Canadian resident.

25. Survival of Representations, Warranties and Covenants: The representations, warranties, covenants and obligations of each Borrower Entity contained in each Loan document in respect of the Loan will (a) survive any advance or

repayment of the Loan, any full or partial release, termination or discharge of any Loan document, and any remedial proceedings taken by any Lender Entity under any Loan document or applicable law, (b) enure to the benefit of the Lender and each person having an ownership interest in the Loan from time to time notwithstanding such Loan owner is not a party to any Loan document, and (c) be fully effective and enforceable by the Lender notwithstanding any due diligence performed by or on behalf of any Lender Entity or any breach or other information (to the contrary or otherwise) known to any Lender Entity at any time. Such representations and warranties are deemed to be made on the date of execution of each such Loan document and are deemed repeated as of Loan closing.

26. Effect of Termination: No termination of this Commitment will limit, restrict or otherwise affect in any way (i) the obligations of any Borrower Entity to pay to the Lender all third party costs incurred by or on behalf of the Lender in connection with the Loan or any of the fees set out in this Commitment or any deposit for third party costs specified in this Commitment, (ii) the rights of the Lender in respect of any deposits paid to the Lender in respect of the Loan, including its right to apply the deposit for third party costs as set out herein, and (iii) any rights and remedies of the Lender against any Borrower Entity arising from any breach of this Commitment by such Borrower Entity, including any claim for damages.

27. Counterparts/Facsimile Transmission: This Commitment may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this Commitment by any party may be made by facsimile or other electronic transmission to any other party, the broker or their respective agents and will be valid and binding as if it is an originally signed document.

28. Acceptance: If this Commitment is not executed by each Borrower Entity and returned without amendment to the Lender on or before November 16, 2020, then this Commitment will immediately terminate and will be null and void and the Lender will have no further obligations hereunder. Each person executing and delivering this Commitment on behalf of each Borrower Entity has full power and authority to bind such Borrower Entity to the terms and conditions of this Commitment and is executing this Commitment on their behalf.

IMC LIMITED PARTNERSHIP, by its general partner,
INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Per: Jean Monardo
Jean Monardo

FSRA Licence No. 11975

ACCEPTED AND AGREED as of the 17th day of November, 2020.

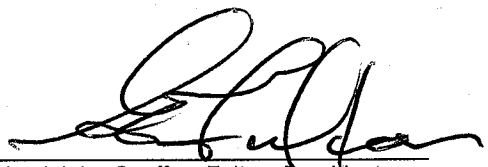
WESTCAN CEDAR GROVE VILLAGES INC.

Per:
Michael John Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per:
Michael John Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**



Per:_____
Michael John Geoffrey Fulton, President

MICHAEL JOHN GEOFFREY FULTON

SCHEDULE A – RESERVES

1. **Realty Tax Reserve:** At Loan closing, the Borrower will pay all realty taxes due and payable within 60 days. Thereafter, the Borrower will deposit with the Lender on each payment date under the Loan 1/12th of the annual realty taxes as estimated by the Lender. In addition, on Loan closing, the Borrower will deposit with the Lender a further amount which, when added to such monthly deposits, will result in the Lender having sufficient funds to pay the next realty tax interim installment or final installment one month in advance. If at any time the deposits are not sufficient to pay realty taxes when due, the Borrower will pay the deficiency to the Lender within 10 days of written notice. The Borrower will provide the Lender with all realty tax bills immediately upon receipt.

2. **Above Ground Storage Tank (AST):** The Borrower undertakes and agrees to replace the existing AST identified in the Phase I ESA update dated May 22, 2020 and prepared by G2S Environmental Consulting Inc. within 90 days of the initial advance of the Loan.

3. **Initial Construction Lien Holdback Reserve:** The Borrower will deposit with the Lender on Loan closing $100,000 on account of the initial construction lien holdback amount, which amount shall be released from the reserve to the Borrower on confirmation that (1) the certificate of substantial completion relating to the Property has been published, (2) the applicable lien period(s) have expired, and (3) a clear sub-search confirming no further encumbrances on the Property since closing.

4. **Additional Reserves:** Within 10 days' notice from the Lender, the Borrower will establish additional reserves with the Lender to pay the reasonable costs of insurance premiums, utility charges, and/or the performance of specific maintenance, repairs or capital improvements to the Property or any work for the prevention, clean-up or remediation of environmental, health or safety conditions at the Property, as determined by the Lender acting reasonably.

5. **No Entitlement to Interest:** No Borrower Entity will be entitled to receive any interest or other investment earnings on any reserves or deposits held by or on behalf of the Lender for respect of any Loan, whether or not earned or arising from time to time.

6. **Security.** All reserves will be subject to a first priority security interest granted in favour of the Lender pursuant to the Loan documents as additional security for the Loan.

7. **Disbursement/General Provisions:** Upon completion or payment of any reserve item (and the satisfaction of any additional conditions specified in the Loan document governing disbursement of such reserve), the Borrower may submit to the Lender a request for payment or release of any reserve funds in a form specified by the Lender which will include and certify (a) the item and costs incurred (including evidence of completion or payment), (b) that all related work has been completed in a good and workmanlike manner in compliance with the Loan documents and all applicable laws, (c) documentary evidence that such work is fully paid and that all conditions governing disbursement of such reserve have been satisfied, and (d) evidence of compliance with all the applicable lien laws, including compliance with all holdback requirements and evidence that no lien is registered against the Property. Provided no Event of Default exists and upon the Lender's verification of the payment request, the Lender will pay to the Borrower an amount approved by the Lender from the applicable reserve, less any Lender's costs and expenses with respect thereto. The Lender will not be required to make disbursements more frequently than once monthly. The Lender reserves the right to make any such disbursement directly to the person(s) entitled to receive such payment and the Borrower will execute and deliver all necessary directions.

8. **Other Applicable Provisions:** Upon an Event of Default, the Lender may retain all reserves held and, at its sole option, apply same to the Loan indebtedness, or to any costs and expenses for which the reserve is held, or to cure any Event of Default. The Borrower shall reimburse the Lender and its Loan servicer on demand for all costs and expenses incurred in administering the reserves (which costs and expenses will bear interest at the interest rate and may be deducted from the reserves). The Lender has the sole right to direct the investment of the reserves. All interest and other investment earnings accruing on the reserves will be for the Lender's sole benefit.

9. **Loan Servicer**: Notwithstanding any other provision hereof, each reserve required by this Commitment will be established and administered on behalf of the Lender with and by its Loan servicer from time to time, and all rights, privileges and benefits of the Lender hereunder (including the right to receive, hold and administer all reserve funds) may be held, exercised and/or enforced by such Loan servicer on behalf of the Lender from time to time.

10. **Credit for Reserves Under Second Mortgage Loan:** Provided that no Event of Default has occurred, if and to the extent that any reserves required by this Schedule A are actually maintained by the Borrower with the second mortgage lender in the same amounts and for the same purposes, such reserves will not be required to be maintained by the Borrower with the Lender pursuant to this Schedule A provided that the second mortgage lender

agrees with the Lender to require such reserves to be maintained for such purposes and in such amounts under the second mortgage loan and, unless the Lender otherwise agrees in its sole discretion, if and to the extent that the Borrower is entitled to a full or partial release of any such reserves under the second mortgage loan, the amount of such reserves will be paid by the second mortgage lender directly to the Lender and held as a reserve under this Schedule A until such time that the Borrower is entitled to a release of such reserves under this Schedule A.

SCHEDULE B – UNDERWRITING / CLOSING DELIVERIES

On or before Loan closing, the Lender must receive and be satisfied in its sole discretion with each of the following deliveries. Notwithstanding that the Lender may retain and instruct all third party agents directly, the Borrower will remain solely responsible at all times for obtaining, delivering and completing, all at the Borrower's expense, all of the following deliveries and matters prior to Loan closing, and the Lender will have no responsibility or liability of any kind of any such deliveries and matters are not made or completed in form and content satisfactory to the Lender.

1. Appraisal report acceptable to the Lender establishing the market value of the Property. ***(received)***

2. Environmental assessments of the Property prepared by an environmental consultant acceptable to the Lender, confirming to the Lender's satisfaction, that the Property complies with all applicable environmental laws. The Lender reserves the right, in its sole discretion, to require a "Phase II" environmental assessment of the Property or such other environmental investigation reports of the Property, in each case at the Borrower's expense. The Loan documents will contain detailed environmental representations, warranties and covenants in addition to the environmental indemnity from the Indemnitor. (***received)***

3. A reliance letter for each of the above reports, which letter must be acceptable to the Lender and must include the following language: "Institutional Mortgage Capital Canada Inc. as general partner of IMC Limited Partnership, and its successors, assigns and co-lenders (collectively, the "Lender") may rely on the above-referenced report as if it were an original addressee, and our potential liability to the Lender arising from this report is limited to the amount of professional liability insurance maintained in a minimum amount of $1 million."

4. Property, liability and other insurance in compliance with the Lender's standard insurance. All insurance shall be in the form and amount and with such deductibles, endorsements and insurers as required by the Lender.

5. Delivery of final construction contract within 30 days of the initial advance of the Loan.

6. Certified or notarized copies of those documents evidencing formation, organization, valid existence, good standing and due authorization of and for each Borrower Entity for the execution, delivery and performance of the Loan documents.

7. All Loan documents required by this Commitment executed and delivered by each Borrower Entity, fully registered in all appropriate registries and in the priority required by the Lender.

8. Corporate and enforceability opinions from Borrower's counsel for each Borrower Entity.

9. Lender's title insurance policy (from a title insurer and with such endorsements as approved or required by the Lender). Title, zoning and all permitted encumbrances shall be satisfactory to the Lender.

10. Such financial and other information, statements and documents with respect to the Property, any Borrower Entity or otherwise as the Lender or its counsel may reasonably require in connection with the underwriting or closing of the Loan.

11. Such documentation and information, including identification, required by the Lender to comply with all applicable laws and regulations governing proceeds of crime, money laundering and terrorist financing.

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

July 23, 2024

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:	IMS Loan No.:	300-0151
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	First Mortgage Loan Extension and Amendment

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the “Borrower”) is indebted to Institutional Mortgage Capital Canada Inc. for a first mortgage loan (the “Loan”) in the original principal amount of $7,500,000 made pursuant to a commitment letter dated November 12, 2020 (the “Commitment Letter”) with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the “Property”).

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“IMC”), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date:	The Maturity Date of the Loan shall be extended to October 1, 2024.
Step-Up Date:	The Step-Date of the Loan shall be extended to September 1, 2024.
Interest Rate:	For each Interest Accrual Period until the day immediately prior to Step-Up Date, the Interest Rate will be the greater of (a) the Prime Rate plus 3.75%, and (b) 6.20%. For each Interest Accrual Period commencing on or after the Step-Up Date until all outstanding Loan indebtedness is repaid in full, the Interest Rate will be the greater of (a) the Prime Rate plus 5.75%; and (b) 8.20%.
Prepayment:	The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such

notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $20,000 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter, including payment of the following legal bills:

Date	Amount	Invoice No.	Payee
April 30, 2024	$4,431.86	369290	Weir Foulds LLP
May 30, 2024	$600.88	370918	Weir Foulds LLP
June 12, 2024	$4,356.83	149203	Owens Wright LLP

The processing fee and the legals bills in the total amount of $29,389.57 shall be immediately payable by wire transfer in accordance with the wire instructions set out below.

Wire Transfer Details:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within two (2) business days from the date hereof and payment to the Lender of the processing fee and the legal bills set out above;

(b) Receipt of reliance letter in favour of the Lender from Valco for the 2022 Appraisal;

(c) Executed LOI or letter from Libro Credit Union with respect to take out financing;

(d) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(e) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(f) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(g) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such

obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate two (2) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the Loan Amendment Fees and Interest Reserve.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Jean Monardo

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this ____ day of July, 2024.

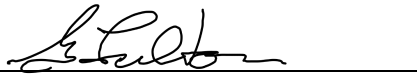
WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Michael John Geoffrey Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Michael John Geoffrey Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per:
Michael John Geoffrey Fulton, President

MICHAEL JOHN GEOFFREY FULTON

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

December 3, 2024

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:		
	IMS Loan No.:	300-0151
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	First Mortgage Loan Extension and Amendment

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the "Borrower") is indebted to Institutional Mortgage Capital Canada Inc. for a first mortgage loan (the "Loan") in the original principal amount of $7,500,000 made pursuant to a commitment letter dated November 12, 2020, as extended by commitment amending letter dated July 23, 2024 (collectively, the "Commitment Letter") with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the "Property").

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership ("IMC"), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date:	The Maturity Date of the Loan shall be extended to May 1, 2025.
Step-Up Date:	The Step-Date of the Loan shall be extended to April 1, 2025.
Interest Rate:	For each Interest Accrual Period commencing on or after December 1, 2024 until the day immediately prior to Step-Up Date, the Interest Rate will be the greater of (a) the Prime Rate plus 3.75%, and (b) 9.70%. For each Interest Accrual Period commencing on or after the Step-Up Date until all outstanding Loan indebtedness is repaid in full, the Interest Rate will be the greater of (a) the Prime Rate plus 5.75%; and (b) 11.70%.
Debt Service Reserve:	The Borrower shall deposit the sum of $212,000 into a reserve (the "Debt Service Reserve") to be wired to the Lender or its Loan servicer in accordance with the wire instructions set out

below and held by the Lender or its Loan servicer. Provided that no Event of Default exists or is continuing, the Borrower shall be permitted to draw up to a maximum amount of $42,400 per month from the Debt Service Reserve on account of partial payment of the monthly interest and principal payments (the "Monthly Payments"), with the balance of the Monthly Payments being paid by the Borrower by automatic debit until the Debt Service Reserve is depleted. Thereafter, the full Monthly Payments shall be paid by the Borrower by automatic debit.

Payments: Interest payments shall be on the first day of each month and shall be calculated monthly, not in advance, on the basis of the actual number of days in each month on the outstanding Loan balance and shall be paid by automatic debit. For the period following the Step-Up Date, the amount of each monthly interest payment will be reset by the Lender (or its Loan servicer) based on the Adjusted Rate. All outstanding Loan indebtedness is due and payable to the Lender in full on the Maturity Date.

Principal Payments: Fixed monthly principal payments in the amount of $7,500 shall be paid concurrent with the interest payments commencing on January 1, 2025. The remaining Loan balance shall be due and payable on the Maturity Date.

Prepayment: The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $26,250 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) A loan extension fee in the amount of $23,750 payable to the Lender, which is fully earned and non-refundable in all circumstances;

(c) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

The sum of **$262,000** on account of the processing fee, loan extension fee and the Debt Service Reserve shall be immediately payable by wire transfer in accordance with the wire instructions set out below.

Wire Instructions:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) acceptance of this commitment amending letter by each Borrower Entity within three (3) business days from the date hereof and payment to the Lender of the amounts set out above;

(b) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(c) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(d) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(e) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate three (3) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the amounts set out above.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

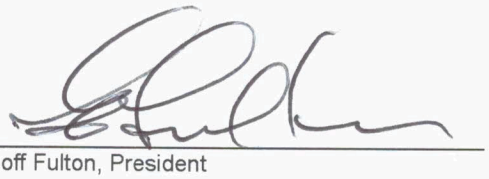
Jean Monardo

Jean Monardo
Senior Vice-President

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 5 day of December, 2024.

WESTCAN CEDAR GROVE VILLAGES INC.



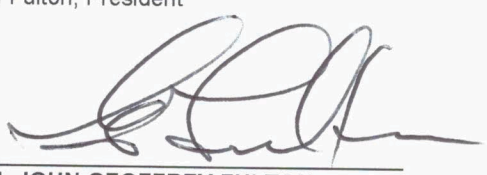
Per: _____
Geoff Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoff Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoff Fulton, President



_____
MICHAEL JOHN GEOFFREY FULTON

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900, Commerce Court West
P.O. Box 271, Toronto, ON M5L 1E9

July 23, 2025

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
c/o Great Blue Resorts
612A Welland Avenue
St. Catharines, ON
L2M 5V6

RE:	IMS Loan No.:	300-0151
	Borrower:	Westcan Cedar Grove Villages Inc.
	Beneficial Owner:	Westcan Cedar Grove Limited Partnership
	Property:	Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario
	Subject:	First Mortgage Loan Extension and Amendment

Dear Sirs:

Westcan Cedar Grove Villages Inc. (the “Borrower”) is indebted to Institutional Mortgage Capital Canada Inc. for a first mortgage loan (the “Loan”) in the original principal amount of $7,500,000 made pursuant to a commitment letter dated November 12, 2020, as extended by commitment amending letter dated July 23, 2024 and December 3, 2024 (collectively, the “Commitment Letter”) with respect to the property municipally known as Villages of Port Elgin, 5007 Highway 21, Port Elgin, Ontario (the “Property”).

Institutional Mortgage Servicing Canada Inc., as general partner of IMS Limited Partnership (collectively, "IMS"), as primary servicer for and on behalf of Institutional Mortgage Capital Canada Inc., as general partner of IMC Limited Partnership (“IMC”), for itself and on behalf of investors in the Loan (collectively, the "Lender") hereby offers to amend the Loan upon and subject to the terms and conditions set out in this commitment amending letter.

1. **General.** Terms not specifically defined herein shall have the same meanings as set forth in the Commitment Letter and/or the Loan Documents. Except as otherwise expressly provided herein, the terms of the Commitment Letter shall remain unamended and in full force and affect.

2. **Proposed Loan Amendments.** The proposed amendments to the Loan are summarized below and are subject to the satisfaction of all conditions set out in this commitment amending letter:

Maturity Date:	The Maturity Date of the Loan shall be extended to September 1, 2025.
Debt Service Reserve:	The Borrower shall deposit the sum of $160,300 into a reserve (the “Debt Service Reserve”) to be wired to the Lender or its Loan servicer in accordance with the wire instructions set out below and held by the Lender or its Loan servicer. Provided that no Event of Default exists or is continuing, the Debt Service Reserve shall be applied by the Lender on account of payment of the monthly interest and principal payments until the Debt Service Reserve is depleted. Thereafter, the full Monthly Payments shall be paid by the Borrower by automatic debit.
Principal Payments:	Fixed monthly principal payments in the amount of $7,500 shall be paid concurrent with the interest payments commencing on January 1, 2025. The remaining Loan balance shall be due and payable on the Maturity Date.

Prepayment: The Borrower may prepay all (but not less than all) of the outstanding Loan indebtedness at any time, without payment of a prepayment charge, subject to (i) prior written notice of such, and, if applicable, payment to the Lender of interest in lieu of such notice in respect of the period by which such notice is less than 30 days, and (ii) payment by the Borrower to the Lender of all other amounts required under the Loan.

Fees/Costs: The following fees and costs shall be payable by the Borrower:

(a) A processing fee in the amount of $11,194 inclusive of applicable taxes payable to IMS upon acceptance of this commitment amending letter, which is fully earned and non-refundable in all circumstances;

(b) A loan extension fee in the amount of $11,194 payable to the Lender, which is fully earned and non-refundable in all circumstances;

(c) All legal costs incurred by the Lender and IMS in processing the loan amendments contemplated by this commitment amending letter.

The sum of **$182,688** on account of the processing fee, loan extension fee and the Debt Service Reserve shall be immediately payable by wire transfer in accordance with the wire instructions set out below.

Wire Instructions:

Beneficiary Name:	IMS Limited Partnership
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court West, Box 271 Toronto, ON
Bank Name:	TD CANADA TRUST
Bank Address:	55 King Street West, Toronto, ON
Swift Code:	TDOMCATTTOR
Bank #:	004
Transit #:	19922
Account #:	5279563

3. **Conditions Precedent.** The amendments to the Loan are subject to the satisfaction of all conditions set out in this commitment amending letter (all of which shall be for the sole benefit of the Lender), including, without limitation, completion of the following matters, each to the satisfaction of the Lender in its sole discretion:

(a) completion of all legal diligence in the respect of the Property and searches required or recommended by the Lender or its legal counsel;

(b) such financial and other information, statements and documents (certified as required) as the Lender or its counsel may reasonably require in connection with the re-underwriting of the Loan;

(c) the Lender being satisfied, in its sole discretion, that no change in the Property or any Borrower Entity has occurred which, in the opinion of the Lender in its sole discretion, either has or could reasonably be expected to have a material adverse effect on the value or marketability of the Property or the strength of the covenants made by any Borrower Entity;

(d) finalization, execution, delivery and registration of all documents required by the Lender, which include this commitment amending letter, amending agreements, confirmation of existing security, title insurance endorsements, PPSA registrations and amendments and additional documents and opinions required to give effect to the proposed amendments and completion of all legal diligence.

4. **Assumption of Loan Documents.** Each Borrower Entity hereby acknowledges and confirms that it is bound by the respective obligations of such party in such capacity under the Loan Documents, provided that nothing herein shall release or affect the obligations of any original party thereto. If more than one Person is liable for or assumes the obligations and liabilities of each Borrower Entity, then all such persons shall be jointly and severally liable for such obligations and liabilities. Each Borrower Entity, by executing this commitment amending letter, expressly and unconditionally acknowledges and agrees that, except as expressly provided above, there is no agreement, approval, consent, representation, warranty, covenant, commitment, undertaking, promise or other obligation or liability of any kind, express or implied, written or oral, direct or contingent, made or given at any time by or on behalf of the Lender relating to the Loan, the Loan Documents or otherwise giving rise to any present or future claim, defence, right of set-off or any other action or proceeding of any kind by any Borrower Entity in respect of their respective representations, warranties, covenants, obligations and liabilities under the Loan and Loan Documents and/or any of the Lender's rights, remedies or security thereunder, including without limitation, any such claim, defence, right of set-off or other

action or proceeding based on the existence, granting, availability and/or expectation (reasonable or otherwise) of any existing or future loan extension, modification, waiver, forbearance, concession and/or any other similar agreement or arrangement. Each signatory on behalf of each Borrower Entity has the authority to bind such Borrower Entity.

5. **Acceptance/Termination.** This commitment amending letter shall automatically terminate three (3) business days from the date of issuance of this commitment amending letter without acceptance by each Borrower Entity set out below and payment of the amounts set out above.

6. **Counterparts/Facsimile Transmission**. This commitment amending letter may be executed in counterparts, and each such counterpart will be deemed to be an original and all of which together constitute one and the same document. Delivery of this commitment amending letter by any party may be made by facsimile or other electronic transmission to any other party, or their respective agents and will be valid and binding as if it is an originally signed document.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Yours very truly,

IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Ryan Fernandes
Director

ACKNOWLEDGEMENT

The undersigned hereby acknowledge and agree to the terms and conditions set out herein this 29 day of July, 2025.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoff Fulton, President

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP,
by its General Partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoff Fulton, President

CARLTON TRAIL LIMITED PARTNERSHIP,
by its General Partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoff Fulton, President

_____
MICHAEL JOHN GEOFFREY FULTON

This is Exhibit "O" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN	33246 - 0625 LT	*Interest/Estate*	Fee Simple
Description	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES		
Address	5007 HIGHWAY 21 PORT ELGIN		

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	WESTCAN CEDAR GROVE VILLAGES INC.
Address for Service	612A Welland Avenue St. Catharines, ON, L2M 3Y1

I, GEOFFREY FULTON, 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	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Address for Service	TD Centre, TD North Tower 77 King Street West P. O. Box 117, Suite 4120 Toronto, ON, M5K 1G8 ("Villages of Port Elgin - 1st Mortgage")

Provisions

Principal	$7,500,000.00	*Currency*	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2023/03/01		
Interest Rate	SEE SCHEDULE		
Payments			
Interest Adjustment Date	2020 12 01		
Payment Date	1st day of each and every month		
First Payment Date	2021 01 01		
Last Payment Date	2023 03 01		
Standard Charge Terms	N/A		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Janet Lynn Leithwood	55 Superior Boulevard Mississauga L5T 2X9	acting for Chargor(s)	Signed 2020 11 30

Tel 877-828-8046

Fax 800-316-6884

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

Submitted By

FNF CANADA COMPANY	55 Superior Boulevard Mississauga L5T 2X9	2020 11 30

Tel 877-828-8046

Fax 800-316-6884

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

File Number

Chargee Client File Number : 20200467 / PORT ELGIN 1ST CHARGE

SCHEDULE - ADDITIONAL PROVISIONS
("Villages of Port Elgin - 1st Mortgage Loan")

ARTICLE 1 - INTERPRETATION AND CONSTRUCTION

Section 1.01 Definitions.

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

"Adjusted Rate" means the variable annual rate of interest which is the greater of (a) the Prime Rate plus 5.75%, and (b) 8.20%, which rate of interest shall be compounded and payable monthly, not in advance, both before and after demand, default and judgment. The Adjusted Rate will be effective on and after the Step-Up Date (or if not a Business Day, the next Business Day thereafter).

"Affiliate" or **"affiliate"** of any Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first-mentioned Person; and "**Affiliated**" or "**affiliated**" shall have the corresponding meaning.

"**Applicable Laws**" means all applicable federal, provincial, state and municipal laws, statutes, regulations, rules, by-laws, orders, permits, licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect, whether in Canada, the United States of America or elsewhere.

"**Borrower Entity**" means the Chargor, each Indemnitor, each Guarantor (if any), and each Person having any registered, unregistered or beneficial ownership interest in all or any part of the Property from time to time, including (i) each partner of any Borrower Entity which is a general partnership, (ii) each general partner of any Borrower Entity which is a limited partnership and each limited partner thereof that undertakes any active management or control of such limited partnership (but shall not include any limited partner thereof so long as the such limited partner does not undertake any active management or control of such limited partnership).

"**Business Day**" means any day other than a Saturday, Sunday or any statutory or civic holiday observed in the Province of Ontario.

"**Charge**" means, for the non-electronic paper based registration system, the Charge/Mortgage of Land (Form 2) to which this Schedule is attached, this Schedule and all other schedules thereto, or for the electronic registration system, the Charge prepared in the electronic format and registered electronically pursuant to Part III of the *Land Registration Reform Act* (Ontario), including this Schedule and all other schedules thereto.

"**Chargee**" means INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., in its capacity as general partner for and on behalf of IMC Limited Partnership, and each Person who acquires the right, title and interest of the Chargee under the Loan Documents.

"**Chargor**" means, individually and collectively, each Person named as Chargor in this Charge.

"**Commercial Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and other similar agreements by which the use and occupancy of the Property or any part thereof are granted to any Person for any purpose (excluding Residential Leases but including any ground lease or head lease of any kind and for any purposes), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security related thereto, including each Material Commercial Lease.

"**Commitment Letter**" means the commitment letter governing the Loan and any and all amendments, supplements, addendums, replacements and/or restatements thereof from time to time.

"control" means the possession or ownership, either directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, partnership interests, trust unit or other instruments having the capacity to elect the directors, trustee or committees responsible for the control, management and direction of any Person or to otherwise control, manage or direct any Person, by contract or otherwise; and "**controlled**" and "**controlling**" shall have the corresponding meanings.

"**Costs**" means all fees, costs, charges and expenses of any Lender Entity for or incidental to (i) preparing, executing and registering the Loan Documents and making each advance of the Loan; (ii) collecting, enforcing and realizing on or under the Loan or the Loan Documents, including any workout or modification of the Loan or the Loan Documents agreed to by the Chargee in its sole discretion; (iii) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, administering, managing, selling or leasing the Property, including curing any defaults under or renewing any leasehold interest, and all other protective disbursements or just allowances which may be added to principal or otherwise secured by this Charge under Applicable Laws; (iv) appointing a receiver, receiver and manager or other Person with similar powers (under the Loan Documents, Applicable Laws or otherwise) and all fees, costs and expenses of such receiver, receiver and manager or other Person and their respective agents; (v) conducting and/or obtaining any environmental audits or other inspections, tests or reports with respect to the Property; (vi) complying with any notices, orders, judgments, directives, permits, licenses, authorizations or approvals with respect to the Property; (vii) performing the obligations of any Borrower Entity under the Loan Documents and the Permitted Mortgage Loan Documents; (viii) all legal fees and disbursements in connection with any of the foregoing matters, on a full indemnity or equivalent basis; (ix) allowances for the time, service, work or effort of any Lender Entity in connection with any of the foregoing matters, and if the Loan has been securitized, any recovery fee, workout fee and all special servicing fees which relate to the Loan and which become payable to any Loan servicer in such securitization from time to time; (x) terminating and/or replacing any manager of the Property and/or any management agreement relating to the Property as provided in the Loan Documents; (xi) without limiting the foregoing, any other amounts, fees, costs, charges or expenses payable or reimbursable to any Lender Entity under any of the Loan Documents or Applicable Laws; and (xii) all applicable taxes on all amounts, fees,

costs, charges and expenses otherwise included in "Costs". "Costs" also include interest at the Interest Rate on all such fees, costs, charges and expenses (and applicable taxes) from the date incurred until paid to the Chargee.

"**DSCR**" means, as at any specified time, the aggregate debt service coverage ratio of the Loan and the Permitted Mortgage Loan (if any) calculated by the Chargee or its Loan servicer, using the aggregate of all debt service payments due under the Loan and the Permitted Mortgage Loan (if any) and the underwritten net cash flow of the Property, in accordance with the Chargee's standard methodology for similar mortgage loans secured by similar properties based on supporting documents and information to be provided by and at the Borrower's sole expense.

"**Environmental Laws**" means all present and future Applicable Laws, permits, certificates, licenses, agreements, standards and requirements relating to environmental or occupational health and safety matters, including the presence, release, reporting, investigation, disposal, remediation and clean-up of Hazardous Substances.

"**Environmental Proceeding**" has the meaning set out in Section 4.02(m) of this Charge.

"**Equipment**" means all machinery, equipment, appliances, furniture, furnishings, chattels, fixtures (including all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other similar property of every kind and nature whatsoever now or hereafter located upon or used in connection with the Property or appurtenant thereto, excluding any such personal or moveable property which is owned by a Tenant.

"**Event of Default**" or "**default**" means any of the following events:

(a) any default by the Chargor in payment of all or any portion of the Loan Indebtedness when due and payable under the Loan Documents;

(b) any failure by the Chargor to pay or deposit any Loan reserves required by the Loan Documents to be paid or deposited by the Chargor when the same become due and payable under the Loan Documents;

(c) any utility charges or Realty Taxes in respect of the Property are not paid when due;

(d) any failure by any Borrower Entity to comply with its obligations under any of the Loan Documents with respect to insurance, including the provisions of Article 5 of this Charge;

(e) if any Transfer occurs in breach or violation of the provisions of any of the Loan Documents;

(f) any representation or warranty of any Borrower Entity in any Loan Document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to any Lender Entity in connection with the Loan that is incorrect or misleading in any material respect as of the date of delivery to such Lender Entity or as of such other date specified therein;

(g) any part of the Property is expropriated and, in the opinion of the Chargee in its sole discretion, such expropriation has or could be expected to have a Material Adverse Effect;

(h) if any Lien is made, created, issued, incurred or permitted to exist by any Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan Documents (whether or not having priority over the security thereof);

(i) any Borrower Entity makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor's rights, or any proceedings are commenced by any Borrower Entity seeking any order, declaration or judgement of any court adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets;

(j) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of any Borrower Entity, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property;

(k) any event of default under the Permitted Mortgage Loan and/or any of the Permitted Mortgage Loan Documents or the occurrence of any event which, with the passing of time or the giving of notice or both, would be a default or event of default by any Borrower Entity under the Permitted Mortgage Loan or any of the Permitted Mortgage Loan Documents;

(l) any event of default under the Subordinate Mortgage Loan and/or any of the Subordinate Mortgage Loan Documents or the occurrence of any event which, with the passing of time or the giving of notice or both, would be a default or event of default by any Borrower Entity under the Subordinate Mortgage Loan or any of the Subordinate Mortgage Loan Documents; or

(m) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan Document on its part to be observed or performed which default is not cured within the

applicable notice, grace or cure period, or if no such period is provided and is not expressly excluded, within thirty (30) days following written notice of such default to such Borrower Entity, or within such longer period as may be reasonably required provided that the Chargor has commenced to cure such default within the applicable notice, grace, cure or thirty (30) day period as the case may be and thereafter proceeds diligently and in good faith until such default is completely cured, and which includes any of the following (but for greater certainty, there is no such notice, grace or cure period in respect of any other Event of Default separately enumerated in this definition or which is expressly stated in any Loan Document to be immediate or to have no applicable notice, grace or cure period):

(i) if any Lien is made, created, issued, incurred or permitted to exist by any Person that is not a Borrower Entity in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan Documents (whether or not having priority over the security thereof)

(ii) any Borrower Entity becomes insolvent or any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced against any Borrower Entity seeking any such order, declaration or judgement;

(iii) any default by any Borrower Entity under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property (including the Permitted Mortgage Loan Documents) ranking in priority to or subsequent to the security of the Loan Documents which is not cured within any cure periods applicable thereto;

(iv) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction, and such writ, distress, attachment, process, judgment or order either (i) relates to or includes the Property or any part thereof, or (ii) in the opinion of the Chargee in its sole discretion, has or could be expected to have a Material Adverse Effect; or

(v) any other Event of Default expressly provided under any Loan Document.

"**Governmental Authority**" means any federal, provincial, state, municipal or other form of government or any political subdivision or agency thereof, any body or authority exercising any functions of government, and any court, whether in Canada, the United States of America or elsewhere.

"**Guarantor**" means each Person named as Guarantor under any guarantee forming part of the Loan Documents.

"**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority including any contaminants, pollutants, asbestos, lead, polychlorinated by-phenyl or hydrocarbon products, any materials containing same or derivatives thereof, underground storage tanks, dangerous or toxic substances or materials, controlled products, and hazardous wastes.

"**Indemnitor**" means each Person named as Indemnitor under any indemnity forming part of the Loan Documents.

"**Initial Rate**" means the variable annual rate of interest which is the greater of (a) the Prime Rate plus 3.75%, and (b) 6.20%, which rate of interest shall be compounded and payable monthly, not in advance, both before and after demand, default and judgment.

"**Interest Accrual Period**" means a calendar month of the Term, commencing on the first day of each calendar month to and including the last day of the same calendar month, provided that the first Interest Accrual Period shall mean the period from and including the date of the initial Loan advance to and including the last day of the same calendar month.

"**Interest Adjustment Date**" means the date specified as the Interest Adjustment Date in this Charge.

"**Interest Rate**" means (i) for the period commencing on the initial Loan advance to and including the day immediately prior to the Step-Up Date, the Initial Rate; and (ii) for the period commencing on the Step-Up Date to and including the date upon which the Loan Indebtedness is paid in full to the Chargee, the Adjusted Rate.

"**Lands**" means the lands and premises described in this Charge (for a Charge in the non-electronic paper-based registration system, being the lands and premises described in Box 5 of the Charge/Mortgage of Land (Form 2) and in any schedule thereto, or for a Charge in the electronic registration system, being the lands and premises described in this Charge as the "Properties").

"**Leases**" means, collectively, all Commercial Leases and Residential Leases.

"**Lender Entity**" means each of the Chargee, the Loan servicer, the "Lender" named in the Commitment Letter, each Person having an ownership interest in the Loan from time to time, any receiver, receiver and manager, administrator or other Person with similar powers appointed by the Chargee, the issuer of any securities backed by or representing any direct or indirect interest in the Loan or any pool of loans that includes the Loan, and their respective employees, officers, directors, partners, agents and consultants.

"**Lien**" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions.

"**Loan**" means the loan made by the Chargee to the Chargor in the Principal Amount pursuant to the Loan Documents.

"**Loan Documents**" means, collectively, all documents, instruments, agreements and opinions now or hereafter creating, evidencing, securing, guaranteeing and/or relating to the Loan and the Loan Indebtedness or any part thereof from time to time, including the Commitment Letter and this Charge.

"**Loan Indebtedness**" means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the Interest Rate, (iii) Costs, (iv) the Prepayment Charge, if applicable, (v) any amount, cost, charge, expense or interest added to the Loan Indebtedness under the Loan Documents or Applicable Laws or which is otherwise due and payable thereunder or secured thereby from time to time, and (vi) all other monetary obligations of any Borrower Entity under or in respect of the Loan and the Loan Documents.

"**Material Adverse Effect**" means a material adverse effect on any of (i) the value or marketability of all or any part of the Property, or the servicing, development, construction, use, leasing, operation or management thereof by any Person; or (ii) the ability of any Borrower Entity to observe and perform any of its respective covenants and obligations to the Chargee under or in respect of the Loan and the Loan Documents when due, or (iii) the validity, enforceability or priority of any of the Loan Documents, any of the respective covenants, obligations and liabilities of any Borrower Entity thereunder, or any of the rights and remedies of the Chargee thereunder, or (iv) the business, assets, property or financial condition of any Borrower Entity, taken as a whole.

"**Material Agreement**" means (i) each agreement or contract to which any Borrower Entity is a party or which it is bound or may hereafter become a party or be bound which is material and which relates to the ownership, use, operation and/or financing of the Property, or which, if breached or contravened by such Borrower Entity or if terminated, could reasonably be expected to have a Material Adverse Effect, (ii) each of the Loan Documents and the Permitted Mortgage Loan Documents, and (iii) each Material Commercial Lease.

"**Material Commercial Lease**" means each Commercial Lease which is (i) for premises comprising 5,000 square feet or more, or (ii) for premises comprising greater than 1,000 square feet, but less than 5,000 square feet, and having a term (inclusive of all renewal and extension options, whether or not exercised) of ten (10) years or more.

"**Maturity Date**" means the date specified as the Balance Due Date in this Charge.

"**Minimum Interest Amount**" means the amount of $465,000 payable by the Chargor on account of regular interest (and not including any compound interest) on the outstanding Principal Amount from the date of the initial Loan advance until the date of any acceleration or prepayment of the Principal Amount occurring prior to the Maturity Date (including any acceleration as a result of an Event of Default).

"**Monthly Payment**" means each monthly payment of interest only payable by the Chargor to the Chargee on account of the Loan on each Payment Date up to and including the Maturity Date.

"Organization Documents" means, collectively, in respect of any Person other than a natural Person, all of the constating or organizational documents and instruments governing or giving rise to the creation, formation, existence, organization and operation of such Person from time to time, including (i) in respect of a corporation, its articles of incorporation, memorandum of association, articles of association, any amendments thereto and other similar or related documents and instruments, or (ii) in respect of any partnership, its partnership agreement, any amendments thereto, registrations and other similar or related documents and instruments; and (iii) in respect of a trust, its deed of trust or declaration of trust, any amendments thereto and other similar or related documents and instruments.

"**Payment Date**" means the first day of each calendar month occurring during the Term commencing on the first day of the first calendar month following the Interest Adjustment Date and ending on the Maturity Date.

"**Permitted Encumbrances**" means, as of any particular time and in respect of the Property, each of the following encumbrances: (i) all Commercial Leases which are either disclosed to and accepted by the Chargee in its sole discretion prior to the initial Loan advance or entered into subsequent to the initial Loan advance in compliance with the Loan Documents, (ii) all Residential Leases; (iii) Liens specifically set out as exceptions to title in Schedule B to the title insurance policy issued to the Chargee in respect of this Charge and accepted by the Chargee in its sole discretion prior to the initial Loan advance; (iv) Liens otherwise expressly permitted under the terms of the Loan Documents; (v) the Permitted Mortgage Loan Documents; (vi) such other title exceptions disclosed to and accepted by the Chargee in its sole discretion and in writing from time to time; and (vii) the leasing or financing of any manufactured home or park mobile unit (collectively, the "**Manufactured Homes**") by the owner(s) thereof who is/are not a Borrower Entity; and (vii) the leasing or financing of Manufactured Homes in the ordinary course of the Chargor's business of owning and operating the Property but only if and so long as (a) the Manufactured Homes are not permanently affixed to the Property and are readily replaceable without material interference or interruption to the operation of the Property taken as a whole, (b) such lease and/or financing is secured only by the Manufactured Homes, and (c) the aggregate of all remaining amounts payable by any Borrower Entity under all such leases and financings of Manufactured Homes up to and including the expiry or maturity of such leases and financings does not exceed the sum of $1,000,000; and provided that, in the opinion of the Chargee in its sole discretion, all such Permitted Encumbrances, in the aggregate, do not have and could not be expected to have a Material Adverse Effect.

"**Permitted Mortgage Lender**" means, individually and collectively, the First Mortgage Lender (if any), the Subordinate Second Mortgage Lender (if any) and the Subordinate Third Mortgage Lender (if any); and for greater clarity, all references to the Permitted Mortgage Lender in all other provisions of this Charge shall not apply if none of the First Mortgage

Lender, the Subordinate Second Mortgage Lender or the Subordinate Third Mortgage Lender are expressly defined in Section 1.01 of this Charge, and this Charge shall be read and construed as though such references had not been made or included in all other provisions of this Charge.

"**Permitted Mortgage Loan**" means, individually and collectively, the First Mortgage Loan (if any), the Subordinate Second Mortgage Loan (if any) and the Subordinate Third Mortgage Loan (if any); and for greater clarity, all references to the Permitted Mortgage Loan in all other provisions of this Charge shall not apply if none of the First Mortgage Loan, the Subordinate Second Mortgage Loan or the Subordinate Third Mortgage Loan are expressly defined in Section 1.01 of this Charge, and this Charge shall be read and construed as though such references had not been made or included in all other provisions of this Charge.

"**Permitted Mortgage Loan Documents**" means, individually and collectively, the First Mortgage Loan Documents (if any), the Subordinate Second Mortgage Loan Documents (if any) and the Subordinate Third Mortgage Loan Documents (if any); and for greater clarity, all references to the Permitted Mortgage Loan Documents in all other provisions of this Charge shall not apply if none of the First Mortgage Loan Documents, the Subordinate Second Mortgage Loan Documents or the Subordinate Third Mortgage Loan Documents are expressly defined in Section 1.01 of this Charge, and this Charge shall be read and construed as though such references had not been made or included in all other provisions of this Charge.

"**Person**" means any individual, general or limited partnership, joint venture, sole proprietorship, corporation, unincorporated association, trust, trustee, executor, administrator, legal representative or Governmental Authority.

"**Prepayment Charge**" means, with respect to any acceleration or prepayment of the Principal Amount occurring prior to the Maturity Date (including any acceleration as a result of an Event of Default), the amount which is equal to the positive difference, if any, between the Minimum Interest Amount and the aggregate amount paid by the Chargor on account of regular interest (and not including any compound interest) on the outstanding Principal Amount from the date of the initial Loan advance until the date of such acceleration or prepayment. The Prepayment Charge will be calculated by the Chargee in accordance with its standard methodology two (2) Business Days immediately prior to the proposed or anticipated date of prepayment or acceleration.

"**Prime Rate**" means, at any time, the annual rate of interest established from time to time by TD Canada Trust, at its head office location in Toronto, Ontario, as a reference rate then in effect for determining interest rates that TD Canada Trust will charge its customers of varying degrees of creditworthiness in Canada on Canadian dollar demand loans.

"**Principal Amount**" means the principal amount specified in the Charge (for a Charge in the non-electronic paper based registration system, being the dollar amount specified in Box 4 of the Charge/Mortgage of Land (Form 2), or for a Charge in the electronic registration system, being the dollar amount specified in the Charge as "Principal").

"**Property**" means all legal and beneficial right, title, estate and interest in and to the Lands in fee simple, including any leasehold interest of the Chargor in the Lands, together with all buildings, structures, fixtures, and improvements of any nature and kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto. Without limiting the foregoing, "**Property**" also includes all of the following real and personal property, rights and claims and in each case, both present and after-acquired: (i) all Permitted Encumbrances, Material Agreements and permits, licenses or approvals relating to such Property or its management or operation; (ii) all reserves held by the Chargee (or its Loan servicer) under the Loan Documents and all reserves held by the Permitted Mortgage Lender (or its loan servicer) under the Permitted Mortgage Loan Documents, (iii) all proceeds, awards or payments of any nature or kind, together with any interest thereon, relating to any part of such Property; (iv) all expropriation proceeds relating to such Property; (v) all insurance proceeds and any unearned insurance premiums and all refunds or rebates of Realty Taxes relating to such Property; (vi) all claims and rights relating to such Property, including any claims for loss or damage to, or diminution of value of, any part of such Property; (vii) all deposits, security or advance payments of any nature or kind relating to such Property; (viii) all surveys, drawings, designs, reports, studies, tests, plans and specifications relating to such Property; (ix) any other property subject to (or required to be subject to) the security in favour of the Chargee for the Loan Indebtedness from time to time, including any cash deposit paid to the Chargee under Section 6.01(v) of this Charge and any similar cash deposit paid to the Permitted Mortgage Lender pursuant to the Permitted Mortgage Loan Documents; and (x) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby, so that immediately upon the acquisition, construction, assemblage, placement or conversion of same, each of the foregoing shall be deemed a part of the Property and shall automatically become subject to the security of the Loan Documents as fully and completely and with the same priority and effect as if now owned by the Chargor and specifically described herein, without any further mortgage, charge or hypothecation by the Chargor.

"**Realty Taxes**" means all taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, including municipal taxes, school taxes and local improvement charges, and all related interest, penalties and fines which at any time may be levied, assessed, imposed or be a Lien on all or any part of the Property.

"**Receiver**" has the meaning set out in Section 7.07.

"**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any other goods and services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof.

"Residential Leases" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and other similar agreements by which the use and occupancy of one or more residential units, rooms or beds comprising the Property are granted to any Person for residential purposes (including a hotel, motel, manufactured home community, or other similar use) or any uses ancillary thereto (but excluding any ground lease or head lease of any kind and for any purpose, which will be considered a Commercial Lease for all purposes), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security related thereto.

"**Subordinate Second Mortgage**" means the second priority mortgage and charge of the Property made by the Chargor in favour of the Subordinate Second Mortgage Lender in the principal amount of $2,250,000.

"**Subordinate Second Mortgage Commitment**" means the commitment letter dated May 22, 2020 governing the Subordinate Second Mortgage Loan made between the Chargor, the Subordinate Mortgage Lender and others.

"**Subordinate Second Mortgage Lender**" means INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. in its capacity as the initial lender under the Subordinate Second Mortgage Loan, any successor lender under the Subordinate Second Mortgage Loan from time to time, and each Person who acquires any right, title or interest of the initial lender under the Subordinate Second Mortgage Loan Documents from time to time.

"**Subordinate Second Mortgage Loan**" means the loan in the principal amount of $2,250,000 as described and defined in the Subordinate Second Mortgage Commitment and secured by the Subordinate Second Mortgage and other Subordinate Second Mortgage Loan Documents.

"**Subordinate Second Mortgage Loan Documents**" means the "Loan Documents" as defined in the Subordinate Second Mortgage Commitment and all other documents, instruments and agreements creating, evidencing, securing, guaranteeing and/or relating to the Subordinate Second Mortgage Loan, including the Subordinate Second Mortgage Commitment and the Subordinate Second Mortgage.

"**Subordinate Third Mortgage**" means the third priority mortgage and charge of the Property made or to be made by the Chargor in favour of the Subordinate Third Mortgage Lender, subject to compliance with the provisions in subsection 4.02(d) hereof.

"**Subordinate Third Mortgage Commitment**" means the commitment letter governing the Subordinate Third Mortgage Loan made between the Chargor, the Subordinate Third Mortgage Lender and others.

"**Subordinate Third Mortgage Lender**" means OLYMPIA TRUST COMPANY, as trustee for investors in RRSPs or other registered funds, in its capacity as the initial lender under the Subordinate Third Mortgage Loan, any successor lender under the Subordinate Third Mortgage Loan from time to time, and each Person who acquires any right, title or interest of the initial lender under the Subordinate Third Mortgage Loan Documents from time to time.

"**Subordinate Third Mortgage Loan**" means the loan to the Chargor in the principal amount of up to $1,000,000 made or to be made by the Subordinate Third Mortgage Lender, as trustee for investors in RRSPs or other registered funds, for a term and with interest and otherwise on terms satisfactory to the Chargee in its sole discretion, and as described and defined in the Subordinate Third Mortgage Commitment and secured by the Subordinate Third Mortgage and other Subordinate Third Mortgage Loan Documents, and subject to compliance with the provisions in subsection 4.02(d) hereof.

"**Subordinate Third Mortgage Loan Documents**" means the loan or security documents as defined in the Subordinate Mortgage Third Commitment and all other documents, instruments and agreements creating, evidencing, securing, guaranteeing and/or relating to the Subordinate Third Mortgage Loan, including the Subordinate Third Mortgage Commitment and the Subordinate Third Mortgage.

"Step-Up Date" means the first day of the third (3rd) calendar month immediately prior to the Maturity Date.

"**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

"**Term**" means the term of the Loan up to and including the Maturity Date.

"**Transfer**" means: (a) any conveyance, assignment, transfer, sale, granting or creation of an option or trust with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) any registered, unregistered or beneficial interest in the Property or any part thereof (but excluding any expropriation); or (b) any change in the effective voting control of any Person comprising the Chargor or any Person having any registered, unregistered or beneficial ownership interest of any part of the Property from the effective voting control of such Person existing as of the initial Loan advance (including any change of ownership more than 50% of the voting securities in the capital structure of any such Person); or (c) any agreement to do or complete any of the matters referred to in (a) or (b) above which is not conditional upon compliance with Subsection 4.02(d) hereof. For greater clarity, it is acknowledged and agreed that a Transfer does not include any sale, assignment, transfer or other disposition of any limited partnership units of WESTCAN CEDAR GROVE LIMITED PARTNERSHIP or CARLTON TRAIL LIMITED PARTNERSHIP so long as each general partner thereof remains the same and there is no concurrent change in the effective voting control of the Chargor from that existing as of the date of the initial Loan advance (including any change of ownership of more than 50% of the voting securities in the capital structure of the Chargor).

Section 1.02 Interpretation and Construction.

In each of the Loan Documents, including this Charge: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation,"; (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or

replacement statute thereto; (d) any reference to the Commitment Letter, any Loan Document, any Lease or other agreement or instrument includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Chargee, Chargor (including equivalent references to such Persons, such as "Lender" and "Borrower"), Indemnitor, any Guarantor, any Lender Entity or Borrower Entity, and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, and reference to "corporation" includes a company or other form of body corporate; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of any Loan Document into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of such Loan Document; (h) the Chargee's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Chargee acting reasonably (unless otherwise expressly provided in the Loan Documents), except that following an Event of Default and notwithstanding the foregoing and any other provision of any Loan Document or Applicable Laws to the contrary, the Chargee will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if such Loan Document expressly requires the Chargee to act reasonably); (i) notwithstanding any other provision of the Loan Documents or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) the Loan Documents are the result of negotiations between the parties thereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) notwithstanding the actual date of execution or registration of this Charge, this Charge may be referred to in the Loan Documents as having been executed as of or bearing a formal date of **November 30, 2020**; (l) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Chargor or any other Borrower Entity under any of the Loan Documents, then all such obligations and liabilities of all such Persons so named or who subsequently become liable for such obligations and liabilities are joint and several; (m) time is of the essence; (n) all obligations of the Chargor in the Loan Documents are deemed to be covenants by the Chargor in favour of the Chargee; (o) any reference to the knowledge, belief or awareness of the Chargor includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Chargor and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (p) where any reference is made in any of the Loan Documents to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; (q) if there is any conflict or inconsistency between any provision of this Charge and the provision of any other Loan Document, the provision of this Charge will prevail to the extent of any such conflict or inconsistency; (r) this Charge is intended by the parties to have been executed by the Chargor under seal for all purposes with the intention that this Charge be a specialty under Applicable Laws, whether or not a seal is actually affixed hereto; and (s) unless the Chargee otherwise elects at any time in writing and in its sole discretion, the mortgage, charge, assignment or security interest created by this Charge and any other Loan Document will not (i) extend or apply to the last day of any lease or agreement to lease in respect of real property now held or hereafter acquired by the Chargor or any other Borrower Entity as lessee, but the Chargor (for itself and on behalf of each Borrower Entity holding such leasehold interest) agrees that such last day will be held in trust for the Chargee, and if the Chargee elects to enforce such mortgage, charge, assignment or security interest in respect of such lease or agreement to lease, such last day will be assigned by the Chargor or such other Borrower Entity holding same to the Person acquiring such lease or agreement to lease from the Chargee or as the Chargee may otherwise expressly direct, (ii) extend to or apply to consumer goods or the shares of any unlimited company or unlimited liability corporation, or (iii) render the Chargee liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Chargor or any Borrower Entity is party or by which it is bound. This Charge is intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Charge will not be construed as being or deemed to be in conflict with such other Loan Documents. The delivery of this Charge for registration by direct electronic transmission will have the same effect for all purposes as if this Charge was in written form, signed by the Chargor and delivered to the Chargee. For the purposes of this Charge and each of the other Loan Documents, reference to the terms "Charge", "charge", "Chargor" and "Chargee" shall mean "Mortgage", "mortgage", "Mortgagor" and "Mortgagee" respectively and vice versa.

Section 1.03 Survival of Representations, Warranties and Covenants.

The representations, warranties, covenants and obligations of each Borrower Entity in the Loan Documents (i) will survive the making of any advance or full or partial repayment of the Loan, any full or partial release, termination or discharge of any Loan Document, and any enforcement or realization proceedings taken by any Lender Entity under any such Loan Document or Applicable Laws; (ii) will enure to the benefit of the Chargee for itself and on behalf of each Lender Entity, (iii)will be fully effective and enforceable by the Chargee notwithstanding any due diligence performed by or on behalf of any Lender Entity or any breach by any Borrower Entity of any of its obligations and liabilities in respect of the Loan or any other information (to the contrary or otherwise) known to any Lender Entity at any time; and (iv) will not be released, discharged or otherwise affected by the bankruptcy, winding-up, liquidation, dissolution or insolvency of, or any change in, any Borrower Entity, Lender Entity or any other Person that is a party to any agreement with any Lender Entity, including any change in the constitution of any partnership constituting any Lender Entity, Borrower Entity or other Person. Without limiting the foregoing, the representations, warranties, covenants and obligations of the Chargor under the Loan Documents will be fully binding upon and enforceable against the Chargor when it is the beneficial owner of the Property and when it is a trustee, agent or nominee of the Property for any other Person. The representations and warranties of each Borrower Entity in the Loan Documents are deemed to be made to the Chargee, for itself and for the benefit of each Lender Entity, on the date of execution of each Loan Document by such Borrower Entity and are deemed repeated by each such Borrower Entity on the date of each Loan advance (in each case, whether or not expressly stated in any Loan Document). The Chargor acknowledges and agrees that (i) each reference to Institutional Mortgage Capital Canada Inc., as

Chargee under this Charge and in its other capacities and/or designations under each of the other Loan Documents, refers to Institutional Mortgage Capital Canada Inc. in its capacity as general partner for and on behalf of IMC Limited Partnership, and (ii) IMC Limited Partnership holds the Loan, the Loan Indebtedness and Loan Documents as custodian and agent for and on behalf of one or more investors therein from time to time and its or their respective successors and assigns from time to time. The Chargee has the sole and exclusive right to hold, receive, exercise, enforce and/or otherwise deal with, at all times in its sole discretion and without restriction, either directly or through a Loan servicer appointed by it, all of the rights, remedies, benefits and privileges of the Chargee under the Loan, Loan Documents and Applicable Laws as agent and custodian for and on behalf of all Persons having an ownership interest in the Loan from time to time. The Chargee may appoint a Loan servicer from time to time in its sole discretion, without notice to or the consent of any Borrower Entity, to collect and receive all Loan payments and proceeds, and to exercise and enforce any or all rights, remedies or benefits, or perform any or all obligations, of the Chargee under or in respect of the Loan, the Loan Documents and/or Applicable Laws, and such Loan servicer may appoint a sub-servicer from time to time in respect of any such matters. Each Borrower Entity will deal exclusively and at all times with the Chargee or its Loan servicer in respect of all matters relating to the Loan and the Loan Documents. Without limiting the foregoing, all enforcement actions or proceedings may be brought by the Chargee and/or the Loan servicer under or in respect of the Loan and the Loan Documents on behalf of each Lender Entity and the Chargor (for itself and on behalf of each Borrower Entity) irrevocably waives any requirement that any Person(s) having an ownership interest in the Loan from time to time be a party thereto. Notwithstanding any provision of the Loan Documents or Applicable Laws to the contrary, all claims, losses, costs or other amounts for which the Chargee is entitled to indemnity under any of the Loan Documents include claims, losses, costs or other amounts made against or incurred by the Chargee, the Loan servicer and/or each Person having an ownership interest in the Loan from time to time (whether or not specifically stated) and each such indemnity shall enure to the benefit of the Chargee, the Loan servicer and each such Person, and their respective successors and assigns. To the extent that any Lender Entity is entitled to indemnity for or in respect of any matter under any of the Loan Documents but is not a party thereto, such indemnity will be a valid and effective indemnity in favour of such Lender Entity for all purposes and the Chargee will hold and be entitled to enforce the full benefit of such indemnity on behalf of all such Lender Entities.

Section 1.04 Recourse.

Notwithstanding any other provision in any Loan Document to the contrary, the respective obligations and liabilities of each Borrower Entity under the Loan and each of the Loan Documents are full recourse to each such Borrower Entity and all of its respective property and assets at all times without limitation or restriction of any kind.

Section 1.05 REIT Provision.

Notwithstanding any other provision of this Charge or any other Loan Document, if any Borrower Entity is a real estate investment trust (a "**REIT**"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to this Charge and the other Loan Documents, and the Chargee will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under any Loan Document, or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Charge or any other Loan Document.

ARTICLE 2 - CHARGE

Section 2.01 Charge.

As security for the payment and performance to the Chargee of the Loan Indebtedness and the observance and performance by the Chargor of all of its other covenants and obligations hereunder and under the other Loan Documents, the Chargor hereby mortgages, charges, assigns and grants a security interest in the Property to and in favour of the Chargee.

Section 2.02 Continuing Security.

This Charge will operate until all Loan Indebtedness has been fully paid to the Chargee and all other obligations of the Chargor under the Loan Documents have been fully performed, each in the manner contemplated by this Charge and the other Loan Documents, and a discharge of this Charge is executed and delivered by the Chargee to the Chargor pursuant to Section 7.13. Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the Principal Amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances or readvances when so made will be secured by this Charge and be repayable with interest at the Interest Rate and this Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances or readvances of the Principal Amount or any part thereof with interest at the Interest Rate and all other amounts secured hereby and notwithstanding any change in the amount, nature or form of the Loan Indebtedness from time to time. If the whole or any part of the Principal Amount or other amount secured hereby is repaid, this Charge will be and remain valid security for any subsequent advance or readvance of any part of the Loan Indebtedness by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

Section 2.03 Subsequent Advance.

Following the initial Loan advance, the Chargor has the option to request one subsequent advance of the Loan (the "**Subsequent Advance**") of not more than $1,500,000 (the "**Subsequent Advance Limit**") on and subject to satisfaction by the Chargor of each of the following conditions prior to such proposed Subsequent Advance being made by the Chargee, in each case at the Chargor's sole cost and expense and to the satisfaction of the Chargee in its sole discretion:

(a) prior to or concurrently with requesting the Subsequent Advance, the Chargor shall provide evidence satisfactory to the Chargee that not less than $1,000,000 from the initial Loan advance was utilized in development of Phase 1B (64 new lot development) as substantiated by the Chargor's engineer, such substantiation to be acceptable to the Chargee and shall include confirmation that the contractor and all trades have been paid;

(b) the Chargor must demonstrate to the satisfaction of the Chargee that (i) the loan-to-value ratio of the Loan, calculated as of the current date using the aggregate of all Loan Indebtedness outstanding under the Loan and all indebtedness outstanding under the Permitted Mortgage Loan (if any), does not exceed 65% of the value of the Property, as determined by the Chargee or its Loan servicer in accordance with its standard methodology for similar mortgage loans secured by similar properties based on supporting documents, information and, if required by the Chargee in its sole discretion, an up-to-date appraisal of the Property to be provided by and at the Chargor's sole expense, and (ii) the DSCR is not less than 1.20x;

(c) the Subsequent Advance must be drawn prior to September 30, 2021, failing which the Subsequent Advance will cease to be available to the Chargor;

(d) the amount of the Subsequent Advance will not exceed the Subsequent Advance Limit;

(e) the Chargor gives the Chargee written notice of its request for the Subsequent Advance at least ten (10) Business Days prior to the date of the proposed Subsequent Advance;

(f) both at the time any notice of request for the Subsequent Advance is given to the Chargee and at the time immediately preceding the Subsequent Advance, no Event of Default shall have occurred which remains outstanding and no event has occurred and remains outstanding which, with the passing of time or the giving of notice or both, would be an Event of Default;

(g) all applicable provisions of the Construction Act (Ontario), including holdback requirements, shall have been fully complied with at the time of making the Subsequent Advance;

(h) the Chargor shall deliver to the Chargee a clear title sub-search of the Property showing no new title encumbrances of any kind, save and except for Permitted Encumbrances and any other encumbrances approved in writing by the Chargee;

(i) the Chargor shall deliver to the Chargee a clear search of executions against each Borrower Entity;

(j) the Chargee shall have received an appropriate endorsement to its title insurance policy, if required; and

(k) the Chargor must pay the Chargee's draw fee in the amount of $350 (plus applicable taxes) and all reasonable Costs (plus applicable taxes) of the Chargee, the Loan servicer, the title insurer and their respective legal counsel relating to the such Subsequent Advance, its review of the Chargor's compliance with these terms and conditions, and the preparation and review and/or recording of all documents and legal opinions.

Until all of the foregoing conditions in respect of the proposed Subsequent Advance have been satisfied by the Chargor to the full satisfaction of the Chargee in its sole discretion, the Chargee shall not be required to provide the Subsequent Advance, notwithstanding the giving or acceptance of any notice of request for the Subsequent Advance, any other partial fulfilment of the conditions in respect of the proposed Subsequent Advance, any approval, agreement, waiver, correspondence, communications and/or course of dealings by or on behalf of the Chargee, its Loan servicer or any other Person in respect of the proposed Subsequent Advance, or any other act, event, circumstance, matter or thing of any kind. For greater certainty and without limiting the foregoing, if any Event of Default occurs prior to making the proposed Subsequent Advance and is uncured, or if any event occurs prior to making the proposed Subsequent Advance which, with the passing of time or the giving of notice or both, would be an Event of Default, then notwithstanding any other provision of this Promissory Note or Applicable Laws to the contrary, the giving or acceptance of any notice requesting the Subsequent Advance, any approval, agreement, waiver, correspondence, communications and/or course of dealings by or on behalf of the Chargee, its Loan servicer or any other Person or any other act, event, circumstance, matter or thing of any kind, the conditions for the proposed Subsequent Advance will be deemed for all purposes not to have been satisfied and the proposed Subsequent Advance will not be effective or binding on the Chargee for any purpose.

Commencing on the date of the initial Loan advance and thereafter until the Subsequent Advance is made, the Chargor shall pay to the Chargee a standby fee in an amount equal to 0.35% per annum of the undrawn amount of the Subsequent Advance Limit, by way of monthly instalments on each Payment Date. Such standby fee will end on September 30, 2021 if the Subsequent Advance is not made prior to that date, or concurrently with the making of the Subsequent Advance whether or not the amount thereof is equal to or less than the Subsequent Advance Limit.

ARTICLE 3 - PAYMENT PROVISIONS

Section 3.01 Covenant to Pay.

The Chargor acknowledges itself indebted and promises to pay the Loan Indebtedness to the Chargee as and when provided in this Charge, without legal or equitable set-off, deduction, abatement, defence or claim of any kind.

Section 3.02 Interest.

The Principal Amount advanced to the Chargor from time to time will bear interest at a variable rate per annum equal to the Interest Rate in effect for each Interest Accrual Period, which interest shall be compounded and payable monthly, not in advance, both before and after default, demand, maturity and judgment until paid. The Interest Rate for each Interest Accrual Period will be set by the Chargee on the last Business Day of the immediately preceding calendar

month, or in the case of the initial Interest Accrual Period, at the time of the initial advance of the Loan. Interest shall be charged on the actual number of days elapsed in each Interest Accrual Period and, except as otherwise provided in Section 3.03(a), shall be payable in arrears. The establishment of the Prime Rate and the determination by the Chargee of the Interest Rate for each Interest Accrual Period shall be final and binding on each Borrower Entity subject only to manifest error.

The Chargor acknowledges and agrees, both for itself and on behalf of each Borrower Entity, that the increase in the Interest Rate on the Step-Up Date occurs solely by passage of time, and not as a result of the occurrence of any default or Event of Default.

Section 3.03 Payment Provisions.

The Chargor will pay the Loan Indebtedness to the Chargee as follows: (a) on the date of the initial Loan advance, the Chargor shall pay to the Chargee, in advance, interest on the outstanding Principal Amount at the Interest Rate for the initial Interest Accrual Period (at the option of the Chargee, such interest may be deducted from the initial Loan advance); (b) on each Payment Date following the Interest Adjustment Date and until and including the Maturity Date, the Chargor shall make monthly payments of interest only each in an amount equal to the interest accrued on the outstanding Principal Amount during the Interest Accrual Period ending on the day immediately prior to such Payment Date at the Interest Rate in effect for such Interest Accrual Period; (c) any part of the Loan Indebtedness that is not principal or interest on principal will be payable on demand with interest thereon at the Interest Rate; and (d) the balance of the Loan Indebtedness then remaining including the outstanding Principal Amount together with any interest thereon at the Interest Rate will become due and be paid on the Maturity Date.

Section 3.04 Compound Interest.

Interest will accrue on overdue interest at the Interest Rate from time to time, both before and after default, demand, maturity and judgment until paid and shall be due and payable by the Chargor to the Chargee forthwith. If such overdue interest and compound interest are not paid on or before the next Payment Date, a rest will be made and compound interest at the Interest Rate will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All compound interest will be added to the Loan Indebtedness and will be secured by this Charge and the Loan Documents.

Section 3.05 Receipt of Payment.

Payment will not be deemed to have been made until the Chargee has actually received such money. The Chargor assumes all risk if payments are lost or delayed. Any payment received after 12:00 noon Toronto time on any day will be deemed, for the purpose of calculation of interest, to have been made and received on the next Business Day. Payments will be made to the Chargee at such place as the Chargee may designate from time to time by notice to the Chargor.

Section 3.06 Wire Transfer/Pre-authorized Chequing.

The Chargor, on written request from the Chargee, and at the Chargee's option, will make all payments pursuant to this Charge by pre-authorized chequing or electronic debit entry on an account maintained by the Chargor and will execute and provide such written authorizations and sample cheques as the Chargee may require.

Section 3.07 Dishonoured Cheques or Payments.

If any of the Chargor's cheques are not honoured when presented for payment or if a pre-authorized payment is not honoured, the Chargor will immediately pay the Chargee a reasonable servicing fee as determined by the Chargee or its servicer to cover the administration costs and expenses arising therefrom. Until paid, such servicing fee, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 3.08 No Right of Prepayment.

Except as expressly provided in this Section 3.08 or elsewhere in this Charge, the Loan Indebtedness may not be prepaid in whole or in part at any time prior to the Maturity Date.

The Chargor may prepay all (but not less than all) of the outstanding Loan Indebtedness at any time during the Term, subject to the satisfaction of the following terms and conditions:

(a) the Chargor shall (i) give the Chargee prior written notice of such prepayment (which notice shall be irrevocable by the Chargor and will specify the date on which such prepayment will be made), and (ii) if applicable, make payment to the Chargee of interest in lieu of the notice required pursuant to subsection (i) in respect of the period by which such notice is less than sixty (60) days, such interest to be calculated using the Interest Rate in effect for the Interest Accrual Period during which such prepayment is made; and

(b) the Chargor shall concurrently pay to the Chargee:

(i) the outstanding Principal Amount;

(ii) all accrued and unpaid interest (including any additional interest payable pursuant to subsection 3.08(a)(ii) hereof, if applicable);

(iii) if such prepayment is not made on a Payment Date, in addition to all other amounts, an amount equal to all interest that would have accrued, absent such prepayment, on the Principal Amount at the applicable Interest Rate up to and including the next regularly scheduled Payment Date;

(iv) if such prepayment occurs prior to payment of the Minimum Interest Amount and in addition to all other amounts, the Prepayment Charge; and

(v) all other outstanding Loan Indebtedness.

Any failure by the Chargor to pay to the Chargee such prepayment on the date specified in any notice given by the Chargor hereunder shall be an immediate Event of Default.

If any acceleration (including any acceleration under Section 4.02(d) hereof) or prepayment of all or any part of the Principal Amount should occur for any reason whatsoever (whether as a result of any Event of Default, Applicable Laws or otherwise) prior to payment of the Minimum Interest Amount, then the Prepayment Charge will immediately become due and payable by the Chargor to the Chargee, in addition to all other Loan Indebtedness. Such Prepayment Charge will be added to the Loan Indebtedness and until paid, will bear interest at the Interest Rate and will be secured by the Loan Documents.

The Chargor acknowledges and agrees that the Prepayment Charge represents fair and reasonable compensation for the loss that the Chargee (and any Person having an ownership interest in the Loan) may sustain from any acceleration or prepayment of the Principal Amount prior to payment of the Minimum Interest Amount and that such Prepayment Charge is commercially reasonable and a genuine pre-estimate of such loss and is not a penalty. Nothing in this paragraph creates any right of prepayment of all or any part of the Loan Indebtedness in favour of the Chargor or any other Person at any time. The Chargor agrees to indemnify, pay and save each Lender Entity harmless from and against all actions, proceedings, claims, demands, judgments, losses, damages, liabilities, costs or expenses (including legal fees) made against or incurred by such Lender Entity arising from or relating directly or indirectly to (i) the failure of the Chargor to pay such Prepayment Charge to the Chargee upon any acceleration or prepayment of the Loan (including any acceleration as a result of an Event of Default) and/or (ii) any claim, action or proceeding alleging that such Prepayment Charge is not payable to or enforceable by the Chargee under Applicable Laws for any reason. Until paid, any amounts payable to any Lender Entity hereunder, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 3.09 Application of Payments.

Prior to an Event of Default, all amounts (including Monthly Payments) received by the Chargee on account of the Loan Indebtedness will be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to the Loan or any Loan Document for any reason (other than the Principal Amount), including sums advanced to pay Realty Taxes, Costs, insurance premiums or other charges against the Property (together with interest thereon at the Interest Rate from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the Principal Amount. Following an Event of Default, all payments received by the Chargee (regardless of any designation or allocation of such payments by any Borrower Entity as principal, interest or otherwise) will be applied by the Chargee to principal, interest and/or such other charges due under this Charge or the other Loan Documents in such order as the Chargee determines in its sole discretion.

Section 3.10 Costs.

The Chargor covenants to pay all Costs to the Chargee forthwith upon demand whether or not all or any part of the Principal Amount is advanced. Until paid, all Costs together with interest thereon at the Interest Rate will be added to the Loan Indebtedness and will be secured by the Loan Documents. The Chargor, for itself and on behalf of each Borrower Entity, agrees that any recovery fee, workout fee and all special servicing fees which become payable to any Loan servicer in respect of the Loan at any time during the Term and which are included in Costs are fair and commercially reasonable costs and expenses incurred by the Chargee and do not constitute a fine, penalty or default interest charged on arrears of principal or interest.

Section 3.11 Deemed Re-investment.

There will be no allowance or deduction for deemed re-investment with respect to any amounts paid to the Chargee on account of interest under the Loan.

Section 3.12 Advance Directed to Pay Reserves and Costs.

Notwithstanding any Applicable Laws to the contrary, any amounts directed from any Loan advance by the Chargor to be paid as a reserve under the Loan Documents or to be paid on account of any Costs will be considered to be fully and immediately advanced to the Chargor for all purposes, will bear interest at the Interest Rate from and after the date of such Loan advance, and shall be fully and immediately secured by the Loan Documents in priority to all other Liens.

Section 3.13 Reserves.

In addition to the Loan Indebtedness, the Chargor must pay to the Chargee all Loan reserves required by the Loan Documents when due.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Statutory Covenants.

The implied covenants under subsection 7(1) of the *Land Registration Reform Act* (Ontario) are expressly incorporated in this Charge but are varied so that they apply to the Chargor when it is the beneficial owner of the Property and to the Chargor when it is a trustee of the Property for any other Person. The covenants in this Charge supplement and do not derogate from such implied covenants.

Section 4.02 Representations, Warranties and Covenants.

The Chargor, for itself and on behalf of each Borrower Entity, represents and warrants to and covenants with the Chargee, for itself and for the benefit of each Lender Entity, as follows:

(a) Authorization. Each Borrower Entity (i) which is a corporation, is a duly organized and validly existing corporation under the laws of its governing jurisdiction; (ii) which is a partnership or trust, is a valid and subsisting partnership or trust, as the case may be, under the laws of its governing jurisdiction; (iii) to the extent it owns any registered, unregistered or beneficial interest in the Property, has full power, authority and legal right to own its interest in the Property and to carry on its business with respect to the Property in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iv) has full power, authority and legal right to enter into each of the Loan Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (v) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Loan Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; (vi) will maintain in good standing its existence, capacity, power and authority as a corporation, partnership or trust, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith; (vii) will not make or permit any amendment to its Organizational Documents or continue into any other jurisdiction outside of Canada (from that existing as of the initial Loan advance) in each case without the prior written consent of the Chargee in its sole discretion; (viii) will not change its name, chief executive office, principal place of business or domicile or continue into any other jurisdiction within Canada without giving the Chargee 30 days' prior written notice, and (ix) which is the Chargor, is a corporation resident in Canada for the purposes of the *Income Tax Act* (Canada).

(b) Enforceability. The Loan Documents constitute valid and legally binding obligations of each Borrower Entity which is a party thereto enforceable against each of them in accordance with their respective terms and are not subject to any right of rescission, set-off (legal or equitable), counterclaim or defence. Neither execution and delivery of the Loan Documents, nor compliance with the terms and conditions of any of them, (i) has resulted or will result in a breach or violation of the Organizational Documents governing any Borrower Entity, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Borrower Entity is a party or by which it or the Property or any part thereof is bound, including the Permitted Mortgage Loan Documents, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title and Security. The Chargor is the sole registered and legal owner of the Property as nominee and bare trustee for and on behalf of the beneficial owner(s) thereof as disclosed to the Lender prior to advance of funds hereunder. The Chargor and the said beneficial owner(s) have good and marketable title to the Property free and clear of all Liens other than Permitted Encumbrances. This Charge and the other Loan Documents will be at all times a good and valid first priority mortgage, charge, assignment of and security interest in and of the entire legal and beneficial ownership interest in the Property in priority to all other Liens other than Permitted Encumbrances and any prior ranking Permitted Mortgage Loan Documents. The Chargor will defend title to the Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. The Chargor will not permit the Property or any part thereof to be subject to or included in any condominium or strata title regime or any other form of multiple ownership or governance.

(d) Transfers and Liens. No Transfer will be made or permitted to be made without the prior written consent of the Chargee in its sole discretion. Other than Permitted Encumbrances, no Liens will be created, issued, incurred or permitted to exist (by operation of law or otherwise and whether prior to, pari passu with or subordinate to this Charge or the other Loan Documents or the security thereof) in respect of, or registered against, any part of the Property or any interest therein (except in favour of the Chargee as security for the Loan), without the prior written consent of the Chargee at its sole option exercisable in its sole discretion. Any Lien not permitted hereby must be fully vacated and discharged from the Property by the Chargor forthwith. If, without the prior written consent of the Chargee, any Transfer or Lien of any part of the Property or any interest therein (other than a Transfer or Lien otherwise expressly permitted under the terms hereof or any prior ranking Permitted Mortgage Loan Documents) is made, created, incurred, taken or permitted to exist, then the Chargee, at its sole option exercisable in its sole discretion and without limiting its other rights and remedies hereunder, may declare an Event of Default to have occurred and the Loan Indebtedness (including the Prepayment Charge) to be immediately due and payable by the Chargor to the Chargee, in which event all of the Chargee's rights and remedies under this Charge, the other Loan Documents and Applicable Laws will become immediately enforceable. Notwithstanding the foregoing, if the Chargee elects to provide its consent to any Transfer or Lien, then notwithstanding such consent, such Transfer or Lien will be subject at all times to the satisfaction by the Chargor of each of the following terms and conditions prior to the completion of such Transfer, in each case at the Chargor's sole cost and expense and to the satisfaction of the Chargee in its sole discretion: (i) no Event of Default has occurred and is uncured and no event has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, (ii) the Chargee has approved in its sole discretion the financial condition, managerial capacity and ownership structure of the transferee, (iii) the transferee and each other Borrower Entity must execute and deliver, in the Chargee's form, an assumption agreement and such other indemnities, confirmations, insurance policies (including title insurance) and opinions as the Chargee may require in its sole discretion, (iv) INTENTIONALLY DELETED; (v) the Chargor must pay all fees, costs and expenses (plus applicable taxes) of the Chargee, the Loan servicer and its legal counsel relating to such Transfer, its review of Chargor's compliance with these terms and conditions, the preparation and review and/or recording of any and all documents and legal opinions relating thereto, including any governmental or third-party fees, costs, taxes or assessments thereon, (vi) the Chargor must pay to the Chargee an assumption fee with respect to such Transfer equal to 0.50% of the Principal Amount (such fee not to exceed $25,000.00), plus applicable taxes, (vii) registered title to the Property must be held at all times by a corporation resident in Canada for the

purposes of the *Income Tax Act* (Canada), and (viii) the Chargor must satisfy all other conditions imposed by the Chargee in respect of such Transfer.

Notwithstanding any other provision of any Loan Documents to the contrary, no Transfer otherwise permitted by this Charge will be permitted, and the Chargee may withhold its consent to such Transfer, if, in the opinion of the Chargee or its legal counsel in its sole discretion, it would result in a novation of the Loan under Applicable Laws or if it has or could be expected to have a Material Adverse Effect. This Section 4.02(d) supersedes all provisions governing Transfers set out in the Commitment Letter and any addenda thereto.

Notwithstanding the restrictions contained in the first paragraph of this Section 4.02(d), and provided no Event of Default has occurred and is uncured and no event has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, the Chargor may place a subordinate Lien on the Property in favour of Olympia Trust Company as trustee for investors in RRSPs or other registered funds in the amount of up to $1,000,000 for a term with interest and otherwise on terms satisfactory to the Lender in its sole discretion (herein defined as the Subordinate Third Mortgage), and subject to the satisfaction of each of the following conditions prior to the granting of such subordinate Lien, in each case at the Chargor's sole cost and expense and to the satisfaction of the Chargee in its sole discretion: (i) the Chargor must demonstrate that (A) the Chargor will be able to make all payments when due under the indebtedness secured by such subordinate Lien from Property cash flow, including all amounts due on maturity, after all payments due on account of the Loan, all Loan reserves and all Property expenses (both capital and non-capital) are paid, and (B) there are no insolvency issues with respect to any Borrower Entity**;** (ii) the subordinate lender must execute and deliver to the Chargee a subordination and standstill agreement in the Chargee's required form, which agreement must include a full subordination and postponement of the subordinate Lien and all indebtedness secured thereby to the Loan Documents, all Loan Indebtedness and all Loan reserves, restrictions on payment of such subordinated indebtedness from Property cash flow, and complete standstill provisions restricting the enforcement by the subordinate lender of all of its rights and remedies under or in respect of the subordinate Lien and all indebtedness secured thereby without the Chargee's prior written consent in its sole discretion; and (iii) the Chargor must pay all fees, costs and expenses (plus applicable taxes) of the Chargee, the Loan Servicer and its legal counsel relating to the Chargee's review and approval of such subordinate Lien, its review of Chargor's compliance with these terms and conditions and the preparation and review and/or recording of any and all documents and legal opinions relating thereto, including any governmental or third-party fees, costs, taxes or assessments thereon.

(e) Realty Taxes and Utility Charges. The Chargor will pay or cause to be paid all Realty Taxes and utility charges relating to the Property when due. Without limiting the foregoing, the Chargor will also comply with its obligations under the Commitment Letter and the Permitted Mortgage Loan Documents with respect to Realty Tax reserves and any applicable tax instalment payment plan applicable to the Property, including making all payments thereunder when due. The Chargor will deliver to the Chargee receipted invoices or other evidence of payment of (i) Realty Taxes as set out in the Commitment Letter, and (ii) utility charges upon request by the Chargee.

(f) Litigation. There are no existing or threatened actions, proceedings or claims against or relating to the Property or any Borrower Entity or, to the Chargor's knowledge, any prior owner of the Property, except in each case as disclosed to and accepted by the Chargee in writing prior to the initial Loan advance. Upon becoming aware of any threatened or actual action, proceeding or claim against or relating to the Property or any Borrower Entity or any prior owner of the Property, the Chargor will promptly notify and provide the Chargee with such information concerning same as the Chargee may require from time to time.

(g) Property. The Property is in good condition and repair, complies with all Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals, and the current location, occupancy, operation and use of the buildings, structures and other improvements on the Property (including all existing and permitted uses of the Property by Tenants) either comply with all Applicable Laws, or to the extent of any non-compliance, such non-compliance is legally permitted under Applicable Laws. No buildings, structures or other improvements have been made, altered or removed from the Property since the date of the survey provided to the Chargee prior to the initial Loan advance and such survey accurately shows the location thereof. Except as expressly disclosed as exceptions to title in Schedule B to the title insurance policy issued to the Chargee in connection with the initial Loan advance and accepted by the Chargee in its sole discretion, the Chargor is not aware of any action, proceedings, notices, judgments, orders or claims by any Person alleging or relating to any non-compliance by the Property with any Applicable Laws, Permitted Encumbrances, Material Agreements or any permits, licenses or approvals and the Chargor shall promptly notify and provide the Chargee with particulars of any default thereunder and any other information as the Chargee may require from time to time. All services and utilities necessary for the use and operation of the Property are located in the public highway(s) abutting the Property (or within easements disclosed to and approved by the Chargee in writing prior to the initial Loan advance) and are connected and available for use. The Property has unrestricted and unconditional rights of public access to and from public highways (completed and available for public use) abutting the Property at all existing access points. There is no existing or threatened expropriation or other similar proceeding in respect of the Property or any part thereof.

(h) Use and Maintenance. Neither the Chargor nor any other Borrower Entity will change the use of or abandon the Property, commit or permit any waste of the Property or remove or permit the removal of any building, structure or other improvement from the Property (other than any Tenant's improvements which are removable by a Tenant in accordance with its Lease). The Chargor will diligently maintain, use, manage, operate and repair the Property in a safe and insurable condition, in accordance with

Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals, in a prudent and business-like manner, and in keeping with the highest standards for similar properties in the locality in which the Property is situate. The Chargor will promptly make or cause to be made at its expense all repairs and replacements to the Property necessary to comply with this Subsection in a good and workmanlike manner and equal or better in quality to the original work, and in compliance with all Applicable Laws, Permitted Encumbrances, Material Agreements, permits, licenses and approvals.

(i) Changes to Property. Neither the Chargor nor any other Borrower Entity will demolish, remove, construct, alter, add to, repair or restore the Property or any portion thereof (collectively, "**Alterations**") nor consent to or permit any other Person to make such Alterations, without obtaining in each instance the Chargee's prior written consent in its sole discretion. Nothing herein will prevent or restrict any Borrower Entity from complying with its obligations to maintain and repair the Property in accordance with the Loan Documents and the Permitted Mortgage Loan Documents.

(j) Management. The manager of the Property and each management agreement will each be subject to the prior written approval of the Chargee in its sole discretion from time to time. The manager will not be removed or replaced and the management agreement shall not be terminated or amended without the prior written consent of the Chargee in its sole discretion. Upon an Event of Default, the Chargee may terminate, or require the Chargor to terminate, any such management agreement and/or manager of the Property and may retain, or require the Chargor to retain, a new manager of the Property approved by the Chargee (in each case at the Chargor's sole expense). Each management agreement must contain termination provisions consistent with this Subsection.

(k) Right of Inspection. The Chargee, the Loan servicer and their respective agents and employees will have the right, subject to the rights of Tenants under existing Leases, to enter and inspect the Property and/or make any environmental tests and inspections at all reasonable times and, except in an emergency or following an Event of Default, upon reasonable notice (which notice shall not be required to be writing) to the Chargor. The Chargee will not be considered to have taken possession of the Property or to otherwise become a mortgagee or chargee in possession of the Property by reason of its exercise of any such right.

(l) Permits. The Chargor (i) has obtained all permits, agreements, rights, licences, authorizations, approvals, franchises, trademarks, trade names and similar property and rights (collectively "**Permits**") necessary to permit the lawful construction and the current occupancy, operation and use of the Property; (ii) is not in default under such Permits and will maintain all such Permits in good standing and in full force and effect; (iii) will not terminate, amend or waive any of its rights and privileges under any Permits without the Chargee's prior written consent in its sole discretion; and (iv) is not aware of any proposed changes or any notices or proceedings relating to any Permits (including pending cancellation, termination or expiry thereof). The Chargor will promptly notify and deliver to the Chargee particulars of any such changes, notices or proceedings that may arise from time to time.

(m) Representations Regarding Environmental Matters. The Property and all activities conducted thereon comply with all Environmental Laws. The Property is not and will not be used at any time for the purpose of manufacturing or storing Hazardous Substances. The Property contains no Hazardous Substances (except those used incidentally in the ordinary course of business of the Chargor or any Tenant and in compliance with all Applicable Laws), has not been previously, and is not currently, subject to any remediation or clean-up of Hazardous Substances and there has not been and is no prior, existing or threatened investigation, action, proceeding, notice, order, conviction, fine, judgment, claim, directive or Lien of any nature or kind against or affecting the Property or the Chargor arising under or relating to Environmental Laws (each, an "**Environmental Proceeding**"). All existing environmental assessments, audits, tests and reports relating to the Property have been delivered to the Chargee. To the best of the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or any Environmental Proceedings which would render illegal or affect the present use and operation of the Property. Neither the Chargor nor any other Person has used or permitted the use of the Property to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances or as a waste disposal site.

(n) Covenants Regarding Environmental Matters. The Chargor will: (i) ensure that the Property and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Property (except those used incidentally in the ordinary course of business of the Chargor or any Tenant and in compliance with all Environmental Laws); (iii) ensure that any Hazardous Substance brought onto the Property or used by any person on the Property shall be transported, used and stored only in accordance with Environmental Laws; (iv) notify the Chargee promptly of any actual, threatened or potential escape, seepage, leakage, spillage, release or discharge of any Hazardous Substance on, from, or under the Property; (v) notify the Chargee promptly of any threatened or actual Environmental Proceedings that may arise from time to time and provide particulars thereof; (vi) remediate and cure in a timely manner any non-compliance by the Property or the Chargor with Environmental Laws, including removal of any Hazardous Substances; and (vii) provide the Chargee promptly upon request with such information and documents and take such other steps (all at the Chargor's expense) as may be required by the Chargee to confirm and/or ensure compliance by the Property, the Chargor and each Tenant of the Property with Environmental Laws.

(o) Environmental Indemnity. Without limiting any other provision of any Loan Document, the Chargor will indemnify and pay, protect, defend and save each Lender Entity harmless from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs and expenses (including legal fees and disbursements on a full indemnity or equivalent basis) (collectively "**Environmental Claims**")

occurring, imposed on, made against or incurred by such Lender Entity arising from or relating to, directly or indirectly, whether or not disclosed by any environmental assessment obtained by any Lender Entity prior to the initial Loan advance and whether or not caused by the Chargor or within its control: (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Property or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws; or (v) any breach by any Borrower Entity of any Loan Document or Applicable Laws relating to environmental matters (including Section 4.02(m) and Section 4.02(n) above). Notwithstanding any other provision of this Charge or any other Loan Document, the Chargor agrees that each Lender Entity will have full and unrestricted recourse to the Chargor, each Indemnitor and all of their respective property and assets for all such Environmental Claims.

(p) Estoppel Certificates. Within fifteen (15) days following a request by the Chargee from time to time, the Chargor will provide the Chargee with a written statement confirming the status of the Loan in form and content required by the Chargee or Loan servicer, including the amount of the Loan Indebtedness, interest rate and payment terms and particulars of all existing or alleged defaults, claims, offsets or defences.

(q) Financial and Other Information. All financial statements and other information delivered to any Lender Entity by or on behalf of each Borrower Entity in connection with the Loan are complete and correct in all material respects as of the date of delivery to such Lender Entity or as of such other date specified therein, and include all material facts and circumstances concerning the financial or other condition or status of the Property, each Borrower Entity or its business and operations necessary to ensure all such statements and information so provided are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein. There has been no material adverse change in the financial or other condition of the Property, any Borrower Entity or its business and operations since the date such statements and information were delivered to such Lender Entity or since the date specified therein, as applicable. No Borrower Entity has any material liability (contingent or otherwise) or other unusual or forward commitment not reflected in such financial statements. Each Borrower Entity has filed all tax returns required by Applicable Laws and has paid, when due, all taxes, surtaxes, duties, rates, withholdings, all source deductions (for income tax, employment insurance and other matters) and other similar charges (including related interest, penalties and fines) imposed on it or required to be made by Applicable Laws or any Governmental Authority.

(r) Financial Statements. The Chargor will provide the following financial statements and information to the Chargee, certified by the Chargor or the related Borrower Entity and prepared in accordance with generally accepted accounting principles consistently applied and in form and substance acceptable to the Chargee: (i) monthly construction updates, (ii) on the first days of each quarter year (commencing on the first day of any month as determined by the Chargee in its sole discretion and which may not correspond to the calendar quarter years), an operating statement and rent roll for the Property with respect to the immediately preceding quarter year; (iii) annual financial statements for each Borrower Entity that is not an individual, within ninety (90) days after the end of each fiscal year of each such Borrower Entity; (iv) on such annual date as requested, established or re-established from time to time by the Chargee, an updated net worth statement from each Borrower Entity that is an individual; and (v) such other information with respect to the Property and/or any Borrower Entity reasonably requested from time to time by the Chargee. The Chargee, the Loan servicer and/or their respective agents have the right to make inspections and audits of the Property and all books and records relating to the Property and each Borrower Entity at such time(s) as the Chargee may determine in its sole discretion and at the Chargor's expense, and the Chargor will cooperate and will cause each other Borrower Entity to cooperate fully therewith.

(s) Construction Liens - The Chargee may, at its option, withhold from any advances for which the Chargor may have qualified such amounts as the Chargee, in its sole discretion, considers advisable so as to ensure the priority of all advances over all liens arising under the Construction Act (Ontario) and any other construction lien legislation until such time as the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Charge shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Act (Ontario) or any other construction lien legislation, nor shall there be or be deemed to be any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be retained by the "owner" or "payer" pursuant to the Construction Act (Ontario) or any other construction lien legislation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Act (Ontario) and all other construction lien legislation.

(t) Permitted Mortgage Loan. The Chargor covenants to observe and perform, and to cause each other Borrower Entity to observe and perform, all of its respective covenants, obligations and liabilities to the Permitted Mortgage Lender under the Permitted Mortgage Loan and the Permitted Mortgage Loan Documents. All information delivered to any Lender Entity by or on behalf of each Borrower Entity relating to the Permitted Mortgage Loan and/or the Permitted Mortgage Loan Documents is true, correct and complete in all respects. Prior to the initial advance of the Loan, the Chargor provided full and complete copies of all Permitted Mortgage Loan Documents (including all existing amendments and waivers) to the Chargee. No Borrower Entity will amend, modify, supplement, restate and/or replace any term or provision of the Permitted Mortgage Loan, any of the Permitted Mortgage Loan Documents and/or any of its obligations, liabilities, covenants and/or any security granted thereunder to the Permitted

Mortgage Lender at any time without the prior written consent of the Chargee in its sole discretion. The Chargor covenants and agrees that no Borrower Entity, and no Affiliate of any Borrower Entity, will become the Permitted Mortgage Lender, acquire any ownership interest in the Permitted Mortgage Loan, or acquire, assume or exercise (directly or indirectly) any right to control or direct all or any part of the servicing, administration or enforcement of, or any other actions or decisions required or permitted to be made by the Permitted Mortgage Lender or its loan servicer relating to, the Permitted Mortgage Loan and/or the Permitted Mortgage Loan Documents, in each case at any time without the prior written consent of the Chargee in its sole discretion.

For greater clarity and notwithstanding anything otherwise provided by any other Loan Document or any Applicable Laws, if the Chargee determines in its sole discretion that it is necessary to pay to the Permitted Mortgage Lender all or any part of the Permitted Mortgage Loan (whether in consequence of any demand, default or otherwise under or pursuant to any of the Permitted Mortgage Loan Documents), each such payment so made shall be an Event of Default under this Charge and all amounts so paid by the Chargee shall be or shall be deemed to be a protective advance made by the Chargee under this Charge and shall payable by the Chargor to the Chargee forthwith upon demand therefore together interest thereon at the Interest Rate in effect for each Interest Accrual Period, which interest shall be compounded and payable monthly, not in advance, both before and after default, demand, maturity and judgment until all such protective advances are repaid.

Section 4.03 Performance of Covenants and Default.

The Chargor will observe and perform and cause to be observed and performed all covenants, provisos and conditions contained in this Charge and the other Loan Documents. The Chargor represents and warrants to the Chargee, as of the date of each Loan advance, that no Event of Default has occurred and no event has occurred which with the giving of notice, lapse of time or both would constitute an Event of Default. Upon becoming aware of any such Event of Default or event, the Chargor will promptly deliver to the Chargee a notice specifying full particulars of same.

Section 4.04 Required Notices.

Without limiting (and in addition to) any other notices required to be provided by any Borrower Entity to the Chargee pursuant to this Charge or any of the other Loan Documents, the Chargor will give prompt written notice to the Chargee of each of the following matters or events (in each case, not later than time period specified in this Section 4.04, or if no time period is specified, then no later than five (5) Business Days following the occurrence of such specified matter or event): (i) any Event of Default or any other event which has occurred and is uncured which, with the passing of time or the giving of notice or both, would be an Event of Default, together with full particulars of same; (ii) any Transfer (whether or not permitted by the Loan Documents) however arising; (iii) the existence of any Lien, however arising, on all or any part of the Property in breach of Section 4.02(d) of this Charge; (iv) any condition, event, action, omission, activity, occurrence or incident that is, or could reasonably be considered to result in or give rise to, a breach of any provision of Section 4.02(m) or Section 4.02(n) of this Charge; (v) any notice or claim of any kind received by or on behalf of any Borrower Entity from or on behalf of any Governmental Authority or other Person relating to any actual, potential or alleged non-compliance by the Property or any Borrower Entity of any Environmental Laws; (vi) any notice or claim of any kind received by or on behalf of any Borrower Entity from any Person relating to any actual, potential or alleged default by any Borrower Entity under, or any dispute relating to, any of the Material Agreements, Permitted Encumbrances or Leases, and/or the Property or any part thereof; (vii) any damage or destruction to, or any actual or threatened expropriation proceedings with respect to, all or any part of the Property; (viii) any actual or threatened cancellation or termination of any insurance required to be maintained by this Charge; (ix) any actual or threatened litigation, dispute, arbitration or other proceeding relating to the Property or any Borrower Entity, and all material events and developments in any such proceedings (and the Chargor shall provide the Chargee all information requested by the Chargee from time to time concerning the status of such proceedings); (x) any change in any banking arrangements of each Borrower Entity relating to the Property (including any change in the bank or bank branch with whom any Borrower Entity maintains any bank account to which any Rents or other proceeds of the Property are or will be deposited or held from time to time); (xi) to the extent not previously delivered to the Chargee prior to the initial Loan advance, copies of any Material Agreements, Permitted Encumbrances and Leases and all amendments to any Material Agreements, Permitted Encumbrances and Leases; and (xii) copies of any notices or other correspondence received by or on behalf of the Chargor or any other Borrower Entity in respect of any actual or alleged defaults, events of default or breaches by the Chargor or any Borrower Entity under or in respect of the Permitted Mortgage Loan and/or any of the Permitted Mortgage Loan Documents, including any such notices or correspondence relating to any actual or threatened enforcement proceedings by or on behalf of the Permitted Mortgage Lender under or in respect of the Permitted Mortgage Loan and/or any of the Permitted Mortgage Loan Documents.

ARTICLE 5 - INSURANCE

Section 5.01 Insurance Coverage.

The Chargor must maintain at its sole expense the following insurance coverages with respect to the Property for the benefit of the Chargee (for itself and on behalf of each Person having an ownership interest in the Loan from time to time) until the Loan Indebtedness has been fully paid and satisfied: (a) insurance against loss or damage by fire, casualty and other hazards as are now or subsequently covered by an "all risk" policy with such endorsements as the Chargee may reasonably require from time to time, covering one hundred percent (100%) of the full replacement cost of the buildings, structures and improvements comprising the Property (including footings and foundations); (b) rental insurance covering one hundred percent (100%) of the total Rents from the Property for not less than an eighteen (18) month period (to be determined once each calendar year); (c) comprehensive broad form boiler and machinery coverage; (d) "Comprehensive General Liability Form" of commercial general liability insurance coverage with the "Broad Form CGL" endorsement, providing coverage on a per occurrence basis in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence; (e) during such time or times as there is construction of any buildings or other improvements on the Property (it being acknowledged that such construction is subject to the prior written approval of the Chargee in its sole discretion), builders' all risk insurance; and (f) such other insurance as required by the Chargee from time to time in its sole discretion.

The Chargor represents and warrants to the Chargee that all such insurance is in full force and effect from and after the initial Loan advance.

Section 5.02 Policy Terms.

All insurance required by this Article must have a term of not less than one year and must be in the form and amount and with such deductibles, endorsements and with such insurers as are acceptable to the Chargee from time to time in its sole discretion. Original or certified copies of all insurance policies will be delivered by the Chargor to the Chargee immediately and evidence of its renewal or replacement must be delivered not less than thirty (30) days before any policy expires or is terminated. If insurance certificates or binders evidencing such insurance and acceptable to the Chargee are delivered prior to the initial Loan advance or renewal, as the case may be, the original or certified copies of such insurance policies may be delivered to the Chargee within ninety (90) days thereafter. All property, income and boiler and machinery policies will, in a manner satisfactory to the Chargee (i) contain either a stated amount endorsement or a waiver of any co-insurance provision, (ii) contain Canadian standard mortgage clauses in favour of the Chargee, and (iii) name the Chargee, on behalf of itself and any other Person having an ownership interest in the Loan from time to time, as first loss payee (subject to the rights of any prior ranking Permitted Mortgage Lender). The Chargor will not carry separate insurance, concurrent in kind or form or contributing in the event of loss, with any insurance required hereunder. If any insurance required by this Charge is not maintained by the Chargor at any time, the Chargee may (but is not obligated to) effect such insurance in any manner it shall determine in its sole discretion and all costs and expenses incurred by or on behalf of the Chargee in maintaining such insurance will be payable by the Chargor to the Chargee forthwith on demand. Until paid, such costs and expenses together with interest thereon at the Interest Rate will be added to the Loan Indebtedness and will be secured by the Loan Documents. As additional and separate security for payment and performance of the Loan Indebtedness and all of its other covenants and obligations under the Loan and the Loan Documents, the Chargor hereby assigns, transfers, grants a security interest in, and sets over to the Chargee, as a first priority Lien thereof (subject to any prior ranking Permitted Mortgage Loan Documents), all legal and beneficial right, title and interest in and to all present and future insurance proceeds and expropriation awards in respect of the Property. The Chargor hereby irrevocably and unconditionally authorizes and directs the issuer of any such insurance proceeds or expropriation awards to make payment directly to the Chargee. Upon an Event of Default, all insurance proceeds and expropriation awards arising in respect of the Property will, at the option of the Chargee in its sole discretion, be applied in reduction of the Loan Indebtedness.

Section 5.03 Comply with Insurance Policies.

The Chargor will pay all premiums relating to all insurance required by this Article when due and shall promptly deliver to the Chargee receipted invoices or other evidence of payment. The Chargor will comply with all the terms of each insurance policy required by this Charge and all requirements of the insurer of each such policy. The Chargor will not by any action or omission invalidate any insurance policy required to be carried hereunder or materially increase the premiums on any such policy above the normal premium charged by the carrier of such policy.

ARTICLE 6 - DAMAGE AND DESTRUCTION

Section 6.01 Damage and Destruction/Restoration.

If any damage or destruction occurs to the Property, the Chargor will: (i) give prompt written notice to the Chargee of any damage or destruction to the Property and cause the Property to be secured in a safe manner; (ii) promptly notify the Chargee of the Chargor's good faith estimate of the cost of the work and materials required to repair or restore such damage or destruction (the "**Restoration Work**"); (iii) promptly commence and diligently prosecute the Restoration Work to completion in accordance with all Applicable Laws and the provisions of this Article to a standard at least equal to the replacement value and general utility of the Property immediately prior to such damage or destruction; (iv) complete the Restoration Work within nine (9) months after the date of the damage and no later than six (6) months prior to the Maturity Date; (v) ensure that the proceeds of the rental insurance required by this Charge shall offset fully any loss of Rents throughout the completion of the Restoration Work and a reasonable period thereafter for leasing the Property or if not, prior to the commencement of such Restoration Work, deposit with the Chargee in cash an amount equal to any deficiency (as estimated by the Chargee and calculated to the end of the period during which the Restoration Work and lease-up will be completed), to ensure that funds are available to pay when due all scheduled payments on account of the Loan Indebtedness throughout such period and the Chargor hereby grants a first priority security interest (subject to any prior ranking Permitted Mortgage Loan Documents) in such cash deposit and all proceeds of any such letter of credit to the Chargee as security for the payment and performance of the Loan and the Loan Indebtedness and all of its other covenants and obligations under the Loan and the Loan Documents; (vi) ensure that following completion of such Restoration Work, the same location, density, occupation, operation and use of the Property that existed at the time of the initial Loan advance will be legally permitted under all Applicable Laws (or a legal non-conforming use), unless otherwise approved by the Chargee in its sole discretion; (vii) pay all costs and expenses incurred by any Lender Entity in connection with the recovery and administration of all insurance proceeds and the Restoration Work, including approving plans and specifications, inspecting the Restoration Work, and all reasonable architects', adjusters', lawyers', engineers' and other consultants' fees and disbursements and (viii) promptly furnish at its own expense all necessary proofs of loss and do all necessary acts to ensure that the Chargee receives payment of all insurance proceeds.

Section 6.02 Application of Insurance Proceeds.

Provided no Event of Default exists, all insurance proceeds arising or relating to any damage or destruction to the Property net of all reasonable architects', adjusters', lawyers', and other consultants' fees and disbursements ("**Net Proceeds**") will be held by the Chargee and paid out from time to time (but not more frequently than every thirty (30) days) to pay the cost of the Restoration Work performed in accordance with this Article on and subject to satisfaction of the following terms and conditions (each of which shall be an obligation of the Chargor to promptly satisfy): (a) Within ten (10) days of such damage or destruction, Chargor will (i) deliver to the Chargee a certificate from an architect approved by the Chargee acting reasonably (the "**Architect**") estimating the cost of the Restoration Work, (ii) if the estimated cost exceeds the amount of Net Proceeds then held by the Chargee, the Chargor shall deliver to the Chargee an unconditional, irrevocable, demand letter of credit, in form, substance and issued by a bank acceptable to the Chargee in its sole discretion, in the amount of such excess, or a completion bond in form, substance and issued by a surety company acceptable to the

Chargee in its sole discretion, (iii) provide to the Chargee evidence satisfactory to it in its sole discretion (including an appraisal and statements of cash flow and debt service) that upon the completion of the Restoration Work, the debt service coverage ratio and loan to value ratio (each as determined by the Chargee in accordance with its then current underwriting practices) will not be less than the debt service coverage ratio or more than the loan to value ratio specified in the Commitment Letter, and (iv) provide to the Chargee evidence satisfactory to it in its sole discretion, and agree in writing with the Chargee, that the Restoration Work will be completed in accordance with this Article; (b) If the Architect's estimate of the cost of the Restoration Work is equal to or exceeds $100,000, such Restoration Work will be performed under the supervision of an Architect and in accordance with plans and specifications approved by the Chargee in its sole discretion; (c) Requests for payment of Net Proceeds held by the Chargee must be made by the Chargor on not less than ten (10) Business Days prior notice to the Chargee and must be accompanied by a certificate of an Architect, or if the Restoration Work is not required to be supervised by an Architect, by a certificate of the Chargor addressed to the Chargee, stating or containing (i) a detailed description of the completed Restoration Work for which the request for payment is made, (ii) that such Restoration Work has been completed in compliance with this Article, and has been approved by the Chargor and if applicable, the Architect, (iii) that the requested amount is due, or is required to reimburse the Chargor, for payments made to the contractor, subcontractors, materialmen, suppliers, labourers, engineers, architects or other Persons performing the Restoration Work and that when added to all payments previously made from Net Proceeds does not exceed the value of the Restoration Work done to the date (if required by the Chargee, the payment of the requested amount shall be made directly to such Persons pursuant to a written direction of the Chargor); (iv) that title to the personal property included in the request for payment is vested in the Chargor free and clear of all Liens, together with confirmation satisfactory to the Chargee in its sole discretion that such personal property is subject to the Chargee's security as a first priority security interest therein (subject to any prior ranking Permitted Mortgage Loan Documents), (v) the remaining cost to complete the Restoration Work, (vi) the amount of all lien holdbacks required or permitted to be maintained under Applicable Laws in respect of such Restoration Work, (vii) the amount of such holdbacks actually maintained by the Chargor, (viii) that except for such actual holdbacks and the amount of the requested payment required to be paid to such Persons, all contractors, subcontractors, materialmen, suppliers, labourer, engineers, architects and other Persons performing such Restoration Work have been paid in full, and (ix) that no written notice of a construction lien, mechanics lien or other similar Lien under Applicable Laws has been received by the Chargor or the Architect or registered against the Property; and, (d) Prior to disbursing any Net Proceeds, (i) the Chargee must be satisfied in its sole discretion that all holdbacks required or permitted by Applicable Laws have been maintained and that no construction lien, mechanics lien or other similar Liens under Applicable Laws have been registered against the Property, and (ii) the Chargee has the right to inspect the Property to determine that the Restoration Work complies with this Article. The Chargor irrevocably waives any requirement of Applicable Laws which may require the Net Proceeds to be used to restore or rebuild the Property. Notwithstanding the foregoing and provided that no Event of Default has occurred and is continuing, if the insurance proceeds from any damage or destruction do not exceed $25,000 in the aggregate, such proceeds may be paid to and held by the Chargor provided that all such proceeds must be applied by the Chargor solely to the repair or restoration of such damage or destruction.

Section 6.03 Holdbacks.

Notwithstanding any other provision of this Charge, the Chargee is entitled to retain, and not disburse, from any payment of Net Proceeds pursuant to Section 6.02 in connection with any Restoration Work, a holdback or holdbacks from time to time in such amount(s) and for such period(s) of time as determined by the Chargee, in its sole discretion, in order to maintain and ensure the priority of this Charge as a first priority Lien of the Property (subject to any prior ranking Permitted Mortgage Loan Documents) at all times, to comply with all Applicable Laws and to ensure that all holdback and other related financial obligations and liabilities of the Chargee under Applicable Laws relating to or directly or indirectly arising from with the Restoration Work are and will continue to be fully satisfied solely by or from such holdbacks. Such holdback(s) will be retained by the Chargee until such time as (i) the Restoration Work has been fully completed in accordance with this Article with no material deficiency or defect, (ii) the Chargee will have received copies of any and all final certificates of occupancy or other certificates, licenses, permits and approvals required for the ownership, occupancy and operation of the Property in accordance with all Applicable Laws, (iii) the Chargee is satisfied in its sole discretion that the priority of this Charge as a first priority Lien of the Property (subject to any prior ranking Permitted Mortgage Loan Documents) will not be impaired or otherwise affected by the release of such holdback(s) and that all construction liens, mechanics liens or other similar Liens and all holdback and other related financial obligations and liabilities of the Chargee under Applicable Laws relating to directly or indirectly arising from such Restoration Work have either fully expired or have otherwise been fully satisfied, (iv) all costs and expenses of the Restoration Work (including all costs and expenses of any Lender Entity referred to in Section 6.01(vii)) have been fully paid, (v) there are no outstanding claims or disputes with respect to the Restoration Work, and (vi) no Event of Default exists. Provided no Event of Default exists, if any excess Net Proceeds held by the Chargee remain after satisfaction of all of the foregoing matters, such excess proceeds shall be paid to the Chargor.

Section 6.04 Event of Default.

If the Chargor fails to comply with any of its obligations under this Article, an Event of Default will have occurred, and notwithstanding any other provision hereof, the Chargee will have the right exercisable in its sole discretion to receive all Net Proceeds and to apply all Net Proceeds so received to the Loan Indebtedness. The Chargee may (but shall have no obligation to) perform or cause to be performed any incomplete Restoration Work, and may take such other steps as it deems advisable in connection therewith. The Chargor hereby waives all actions, proceedings, claims, demands and other rights against each Lender Entity arising out of any act or omission of the Chargee completing the Restoration Work and all matters relating thereto. The Chargee may apply all or any portion of the Net Proceeds (without complying with any requirements of this Article) to pay or reimburse each Lender Entity or any contractor or other Person retained by any Lender Entity for all costs of completing the Restoration Work without prior notice to or consent of the Chargor or any other Person. Any costs and expenses incurred by or on behalf of the Chargee in completing any Restoration Work will be Costs and shall be payable by the Chargor forthwith upon demand. Until paid, such costs and expenses, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 6.05 Proceeds of Expropriation.

Prior to an Event of Default, all proceeds of expropriation up to $25,000 will be paid to the Chargor and must be re-invested by the Chargor in the Property. All proceeds of expropriation which exceed $25,000 (or following an Event of

Default, all expropriation proceeds) will be paid to and held by the Chargee and may be applied by the Chargee, in its sole option exercisable in its sole discretion, to reduction of the Loan Indebtedness then due or may be held by the Chargee as security for the Loan Indebtedness.

ARTICLE 7 - EVENT OF DEFAULT AND REMEDIES

Section 7.01 Acceleration.

Upon the occurrence of an Event of Default, the entire Loan Indebtedness will, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Loan Documents, and otherwise under Applicable Laws will immediately become enforceable.

Section 7.02 Power of Sale.

After the occurrence of an Event of Default which has continued for the minimum period provided by law, the Chargee, on giving the minimum notice required by law, may enter on, lease or sell the Property. If permitted by law, the Chargee may enter on, lease or sell the Property without notice. Any sale of the Property by the Chargee may be by public auction or private sale for such price and on such terms as to credit and otherwise with such conditions of sale as the Chargee in its sole discretion deems proper and in accordance with Applicable Laws. If any sale is for credit or for part cash and part credit, the Chargee will not be accountable for or be charged with any moneys until they are actually received in cash. The Chargee may rescind or vary any contract or sale and may buy and re-sell the Property, in each case in its sole discretion and without being answerable for loss occasioned thereby. No purchaser will be bound to inquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety. No lack of default, want of notice or other requirement or any irregularity or impropriety of any kind will invalidate any sale pursuant to this Charge and the purchaser shall not be responsible for any damage or loss caused thereby. The Chargee may sell without entering into actual possession of the Property and while in possession will be accountable only for moneys which are actually received by it. The Chargee may, subject to the restrictions of Applicable Law, sell parts of the Property from time to time to satisfy any portion of the Loan Indebtedness, leaving the remainder of the Property as security for the balance of the Loan Indebtedness. The Chargee may sell the Property or any portion of the Property subject to the balance of the Loan Indebtedness not yet due at the time of such sale. The costs of any sale or other enforcement or realization proceedings pursuant to this Charge, the other Loan Documents and/or Applicable Laws, whether such sale or other proceeding proves abortive or not, including taking, recovering or keeping possession of the Property or enforcing any other remedies pursuant to this Charge, the other Loan Documents and/or Applicable Laws will be payable by the Chargor to the Chargee forthwith upon demand. Until paid, such costs will be Costs, and together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

Section 7.03 General Rights of Chargee.

After the occurrence of an Event of Default, the Chargee may, but will not be obligated to, perform or cause to be performed any obligations of the Chargor pursuant to the Loan Documents, and for such purpose may do such things as may be required, including entering upon the Property and doing such things upon or in respect of the Property as the Chargee considers necessary, including any environmental testing, site assessment, investigation or study. No such performance by the Chargee shall relieve the Chargor from any default hereunder. The costs of all such actions taken by the Chargee shall be payable by the Chargor to the Chargee forthwith upon demand. Until paid, such costs will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

In the event of a default by Chargor in payment of any amount due under any Lien against the Property, the Chargee may, in its sole discretion, pay such amount and any such amount incurred by the Chargee will be payable by the Chargor to the Chargee forthwith upon demand. Until paid, any amount so incurred by the Chargee will be Costs, and together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents, and in which event, the Chargee may, at its option, be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid whether or not such Lien has or has not been discharged. The decision of the Chargee as to the validity or amount of any amount so paid will be final and binding on the Chargor.

Section 7.04 Possession.

Upon the occurrence of an Event of Default, the Chargee may enter into and take possession of the Property, as and when it may determine in its sole discretion, and each of the Chargee and each purchaser or lessee from the Chargee of the Property or any part thereof shall be entitled to have, hold, use, occupy, possess and enjoy the Property without let, suit, hindrance, interruption or denial of the Chargor or any other Borrower Entity or other Person. The Chargee may maintain, repair and complete the construction of the Property, inspect, manage, take care of, collect Rents and lease the Property or any part thereof (provided the Chargee has no obligation to perform, undertake or continue (if commenced) any of the foregoing actions) for such term (which may extend beyond the Maturity Date) and such rents and on such other terms and conditions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which lease(s) will have the same effect as if made by the Chargor, and the Chargee will have the power to amend, accept surrenders of or terminate any lease, in each case on such terms and conditions as it may determine in its sole discretion and all costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service, work or effort of the Chargee or any other Lender Entity in connection therewith, and all legal fees and disbursements incurred on a full indemnity or equivalent basis), will be payable by the Chargor to the Chargee forthwith on demand. Until paid, all such costs, charges and expenses will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents. Each lease or renewal of lease made by the Chargee while in possession of the Property will continue for its full term notwithstanding the termination of the Chargee's possession and will be subject to the security of the Loan Documents at all times. The Chargor covenants and agrees that no Lender Entity will be liable for any loss or damage sustained by any Borrower Entity or any other Person resulting from any lease entered into by the Chargee, any failure to lease the Property,

or any part thereof, or from any other act or omission of the Chargee or any receiver, receiver and manager, administrator or other Person with similar powers in managing the Property, and that no Lender Entity will be obligated to perform or discharge any obligation or liability of the Chargor to any other Borrower Entity or Person under any Lease, Loan Document or otherwise under Applicable Laws.

Section 7.05 Carry on Business.

Upon the occurrence of an Event of Default, the Chargee may in its sole discretion, carry on, or concur in the carrying on of all or any part of the business or undertaking of each Borrower Entity relating to the Property and enter on, occupy and use the Property (without charge by any Borrower Entity) in each case as and when the Chargee may determine in its sole discretion.

Section 7.06 Borrow on the Security of the Property.

Upon the occurrence of an Event of Default, the Chargee may raise money on the security of the Property or any part thereof in priority to the security of the Loan Documents or otherwise, as required for the purpose of the maintenance, preservation, protection or completion of the Property or any part thereof or to carry on all or any part of the business of each Borrower Entity relating to the Property, and in each case on such terms and conditions as the Chargee may determine in its sole discretion.

Section 7.07 Receiver.

Upon the occurrence of an Event of Default, the Chargee may in its discretion, with or without entering into possession of the Property or any part thereof, by instrument in writing, appoint a "**Receiver**" (which shall include a receiver, a manager, a receiver and manager, administrator or other Person with similar powers) of the Property or any part thereof with or without security and may from time to time remove any Receiver with or without appointing another in his stead, and in making such appointment or appointments or removing a Receiver the Chargee will be deemed to be acting for the Chargor (provided that no such appointment will be revocable by any Borrower Entity). Upon the appointment of any such Receiver from time to time, and subject to the provisions of the instrument appointing such Receiver, the following provisions will apply: (a) such Receiver may, in the discretion of the Chargee and by writing, be vested with all or any of the rights, powers and discretions of the Chargee, including the full right and power to enter, lease and sell the Property; (b) such Receiver, so far as concerns the responsibility for his acts or omissions, will be deemed the agent or attorney of the Chargor and not the agent of the Chargee (unless specifically appointed by the Chargee as the agent of the Chargee); (c) neither the appointment, removal or termination of such Receiver by the Chargee nor any act or omission by such Receiver will incur or create any liability on the part of the Chargee to the Receiver in any respect or constitute the Chargee a chargee or mortgagee in possession of the Property or any part thereof; (d) such Receiver will be the irrevocable agent or attorney of the Chargor (unless the Chargee specifically appoints such Receiver as the agent for the Chargee) for the collection of all Rents falling due in respect of the Property or any part thereof; (e) the rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have; (f) without creating any liability on the part of the Chargee, the Chargee may from time to time fix the remuneration for such Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Property; (g) such Receiver will have the power from time to time to lease any portion of the Property which may become vacant for such term (which may extend beyond the Maturity Date) and will have the power to amend, accept surrenders of or terminate any Lease, in each case on such terms and conditions as it may determine in its sole discretion and in so doing (unless the Chargee specifically appoints such Receiver as agent for the Chargee), such Receiver will act as the attorney or agent of the Chargor and will have authority to execute under seal any Lease or surrender of any such premises or notice(s) of termination in the name of and on behalf of each such Borrower Entity, and the Chargor agrees to ratify and confirm whatever any Receiver may do in the Property; (h) such Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, completing, adding to, or managing of the Property, including completing the construction of any incomplete building or buildings, structures, services or improvements on the Property, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the original principal amount of the Loan; (i) such Receiver will have full power to manage, operate, amend, repair or alter the Property or any part thereof in the name of the Chargor for the purpose of obtaining rental and other income from the Property or any part thereof; (j) no Receiver will be liable to any Borrower Entity to account for monies other than monies actually received by it in respect of the Property and out of such monies so received from time to time such Receiver will pay in the following order (subject only to any priority rights of any Permitted Mortgage Lender): (i) its remuneration aforesaid, (ii) all obligations, costs and expenses made or incurred by it, including any expenditures in connection with the management, operation, leasing, maintenance, repair, construction or alteration of the Property or any part thereof or any business or undertaking carried on by the Receiver thereon, (iii) interest, principal and other monies which may be or become a Lien upon the Property from time to time in priority to this Charge, including all Realty Taxes and any indebtedness outstanding under any prior ranking Permitted Mortgage Loan, (iv) to the Chargee, all Loan Indebtedness and all reserves payable to the Chargee under the Loan Documents, to be applied in such order as the Chargee determines in its sole discretion, and (v) at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a Lien on the Property subsequent in priority or subordinate to the interest of the Chargee under this Charge, and such Receiver may retain in its discretion reasonable reserves to satisfy accruing amounts and anticipated payments in connection with any of the foregoing; (k) the Chargee may at any time and from time to time terminate any receivership by notice in writing to the Chargor and to any Receiver; and (l) the Chargor hereby irrevocably releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason or as a result of anything done by the Chargee or any Receiver under the provisions of this paragraph. The Chargor agrees to ratify and confirm all actions of any Receiver taken or made pursuant to this provision and agrees that neither the Receiver nor any other Lender Entity will be liable for any loss sustained by the Chargor or any other Borrower Entity or Person resulting from any such action or failure to act.

Section 7.08 Power of Attorney.

The Chargor hereby grants to each of the Chargee and to any Receiver, with full power of substitution, an irrevocable power of attorney coupled with an interest for the following purposes and which may be exercised at any time or times following the occurrence of an Event of Default: (i) to make any of the leases referred to in Section 7.04 and to

assign any existing Lease or sell the unexpired term, (ii) to obtain, collect and receive any insurance proceeds or expropriation proceeds however arising with respect to the Property, to compromise or settle any claims relating to such proceeds, to endorse any cheques, drafts or other instruments representing such proceeds or awards, and to execute and deliver all instruments, proofs of loss, receipts, and releases reasonably required in connection therewith, (iii) to correct any mistakes in and otherwise completing and perfecting any Loan Documents, (iv) to protect, perfect, preserve the security of the Loan Documents and to collect, enforce and realize on or under the Loan, this Charge and/or the other Loan Documents and the security thereof including the exercise of any of the rights, powers, authority and discretion of the Chargor in respect of the Property, including collection of Rents and other money that may become or are now due and owing to the Chargor, and (v) without limiting the foregoing, to make all necessary conveyances, deeds, transfers, assurances, receipts and other documents and instruments as may be necessary to transfer title to all or any of the Property to any purchaser thereof and to complete all other matters pertaining thereto. The Chargor hereby ratifies all actions of the Chargee and any Receiver pursuant to each such power of attorney and confirms that no Lender Entity shall be liable for any loss sustained by any Borrower Entity or any other Person resulting from any such action or any failure to act.

Section 7.09 Concurrent Remedies.

The Chargee may exercise all rights and remedies provided for in this Charge, any other Loan Document or otherwise under Applicable Laws concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies provided for in this Charge, any other Loan Document or otherwise under Applicable Laws.

Section 7.10 Judgments.

Neither the granting of this Charge or any other Loan Document, nor any proceeding or judgment taken or obtained against any Borrower Entity or any other Person for breach of its obligations contained in or secured by this Charge or any other Loan Document will merge or extinguish any such obligations, affect the Chargee's rights to receive interest on the Loan Indebtedness at the Interest Rate or suspend, impair or otherwise affect in any way any of the rights, remedies or powers of the Chargee under any of the Loan Documents or otherwise under Applicable Laws. Any such judgment may provide that interest thereon will be computed at the Interest Rate until such judgment is fully paid and satisfied.

Section 7.11 Remedies Cumulative.

The rights and remedies of the Chargee under this Charge and each of the other the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies otherwise provided under any of the other Loan Documents or Applicable Laws. No right or remedy of the Chargee will be exclusive of or dependent on any other right or remedy and any one or more of such rights and remedies may be exercised independently or in combination from time to time in such order and at such times as the Chargee may see fit, and Chargee will not be obligated to exhaust any right or remedy before exercising any of its other rights and remedies pursuant to the Loan Document or under Applicable Laws. Any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in any Loan Document or under Applicable Laws will not waive, alter, affect or prejudice any other right or remedy to which the Chargee may be lawfully entitled for such default or breach.

Section 7.12 Extension of Time and Waiver.

Neither any extension of time given by the Chargee to the Chargor or any other Borrower Entity or Person claiming through the Chargor or any other Borrower Entity, nor any amendment to any Loan Document or any Permitted Mortgage Loan Document or other dealing by the Chargee with a subsequent owner of the Property or any other Person will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Borrower Entity or Person liable for payment of the Loan Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge, any Loan Document or Applicable Laws will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

Section 7.13 Discharge of Charge and Release.

Interest at the Interest Rate will continue to run and accrue on all Loan Indebtedness until full payment of such Loan Indebtedness has been received by the Chargee. The Chargee will have a reasonable period of time after full payment and satisfaction of the Loan Indebtedness to execute and deliver to the Chargor a discharge of this Charge from the Property. All reasonable legal and other expenses for the preparation, execution, delivery and registration of the discharge will be paid by the Chargor upon demand (unless prohibited by Applicable Laws). The Chargor will register such discharge. The Chargee may release in its discretion and at any time any Person or any part or parts of the Property from all or any part of the Loan Indebtedness or any security of the Loan Documents either with or without any consideration and without releasing any other part of the Property or any other Person from the Loan Documents or from any of the covenants contained in the Loan Documents, and without being accountable to any Borrower Entity for the value of the land released or for any money except that actually received by the Chargee. Every part or lot into which the Property is or may hereafter be divided will stand charged with the entire Loan Indebtedness and neither the Chargor nor any other Person will have any right to require that the Loan Indebtedness be apportioned with respect thereto. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all other Persons and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Loan Documents. No such release or other action will constitute, evidence or result in prepayment, repayment, readvance, accord and satisfaction, novation, nor, except as expressly provided in such release or discharge, a release or discharge of all or any part of the Loan Indebtedness, the Loan Documents or the security thereof, or a release of any of the other covenants, obligations or liabilities of any Borrower Entity in respect of the Loan. No such release or other action will be binding on the Chargee unless it is made in writing and executed and delivered by the Chargee.

ARTICLE 8 - INDEMNITY

Section 8.01 General Indemnity.

Without limiting any other provision of any Loan Document, the Chargor hereby agrees to indemnify and pay, protect, defend and save harmless each Lender Entity from and against all actions, proceedings, claims, demands, judgments, losses, damages, liabilities, costs or expenses (including legal fees and disbursements on a full indemnity or equivalent basis and, if the Loan has been securitized, including any recovery fee, workout fee and special servicing fees that become payable to the Loan servicer following an Event of Default), imposed upon, made against or incurred by such Lender Entity directly or indirectly arising from or relating to any of the following (collectively, "**Claims**") (i) any default under or breach of any of the Loan Documents by any Borrower Entity or other Person, or any remedial or other proceedings taken by any Lender Entity thereunder or pursuant thereto, (ii) any accident, injury to or death of any person or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (iii) any use, non-use or condition in, on or about, or possession, alteration, repair, operation, maintenance or management of, the Property or any part thereof or on the adjoining sidewalks, curbs, parking areas, streets or ways, (iv) performance of any labour or services or the furnishing of any materials or other property in respect of the Property or any part thereof, (v) any claim by brokers, finders or similar Persons claiming to be entitled to a commission in connection with the Loan, any Lease or other transaction involving the Property or any part thereof, (vi) any taxes, fees, costs or expenses attributable to the execution, delivery, filing, or recording of any Loan Document, (vii) any Lien or other claim arising on or against the Property or any part thereof or asserted against any Lender Entity with respect thereto; and/or (viii) the claims of any Tenant or other Person arising under or relating to any Lease. Until paid, all such amounts payable to any Lender Entity hereunder will be Costs and, together with interest thereon at the Interest Rate, will be added to the Loan Indebtedness and will be secured by the Loan Documents.

ARTICLE 9 - INTENTIONALLY DELETED

ARTICLE 10 - MISCELLANEOUS

Section 10.01 Notice.

(1) Any notice, demand or other communication required or permitted to be given or made to the Chargor pursuant to this Charge may be given or made in any manner permitted or provided by Applicable Laws, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Chargee by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Chargor set out in this Charge or to the last known address of the Chargor as shown in the Chargee's records) or by email transmission to the email address of the Chargor set out in Section 10.01(1) or the last known email address of the Chargor as shown in the Chargee's records. Such notice will be sufficient although not addressed to any Person by name or designation and notwithstanding that any Person to be affected thereby may be unknown, unascertained or under a disability. Subject to Applicable Laws, the giving of such notice in the manner aforesaid will be as effective as if the notice had been personally served on all Persons required to be served therewith.

(2) Subject to Section 10.01(1), any demand, notice or communication to be made or given to the Chargor in connection with this Charge or any of the other Loan Documents shall be in writing and may be made or given by personal delivery, by registered mail or by email transmission addressed to the Chargor at 612A Welland Avenue, St. Catharines, Ontario, L2M 3Y1, Attention: the President, Email: david@villagesinc.com, or to such other physical address or email address as the Chargor may designate by written notice given to the Chargee. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by email transmission, on the day and at the time which is one (1) hour after the transmission thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such demand, notice or other communication shall not be mailed, but shall be given by personal delivery or by email transmission.

Section 10.02 Severability.

If any term, covenant, obligation or agreement contained in this Charge, or the application thereof to any Person or circumstance, will be invalid or unenforceable to any extent, the remaining provisions of this Charge or the application of such term, covenant, obligation or agreement to such other Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, obligation or agreement contained herein will be separately valid and enforceable to the fullest extent permitted by Applicable Laws.

Section 10.03 Governing Law.

This Charge is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in Ontario applying to this Charge. The Chargor consents to the jurisdiction of the courts of the Province of Ontario and irrevocably agrees that, subject to the Chargee's election in its sole discretion to the contrary, all actions and proceedings arising out of or relating to the Loan and the Loan Documents will be litigated in such courts and the Chargor unconditionally accepts the non-exclusive jurisdiction of the said courts and irrevocably waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with the Loan and the Loan Documents, provided nothing herein shall affect the right to serve process in any other manner permitted by Applicable Laws or shall limit the right of the Chargee to bring any action or proceeding in connection with the Loan or any Loan Documents against the Chargor or any other Borrower Entity in the courts of any other jurisdiction.

Section 10.04 Non-Merger.

The terms and conditions of the Loan Documents will remain binding and effective on the parties to this Charge and will not merge in this Charge nor in any other Loan Document.

Section 10.05 Successors and Assigns.

This Charge will enure to the benefit of and be binding upon the Chargor, the Chargee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.06 No Obligation to Advance.

Neither the preparation, execution nor registration of any Loan Document will bind the Chargee to advance all or any part of the Principal Amount. The advance of a part of the Principal Amount will not bind the Chargee to advance any unadvanced portion of the Principal Amount. Each advance of the Loan shall be subject to and governed by the terms and conditions of the Commitment Letter.

Section 10.07 Consent to Disclosure.

The Chargor acknowledges and agrees that the Loan may be sold or syndicated without restriction and without the consent of, but upon notice to, the Chargor or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity, the Property or the Loan (both before and after any Loan advance and/or default) without restriction and without notice to or the consent of the Chargor or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (vi) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (vii) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Chargor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

Section 10.08 Change of Status.

After any change affecting the spousal status of the Chargor or the qualification of the Property as a matrimonial home within the meaning of Part II of the *Family Law Act* (Ontario), the Chargor will advise the Chargee and provide the Chargee with the full particulars of such change and such other information as the Chargee may require from time to time.

Section 10.09 Maximum Rate of Return.

Notwithstanding any provision of any Loan Document to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable under the Loan exceed the effective annual rate of interest lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Loan 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 will be deemed to have been made by mutual mistake of the Chargor and Chargee and the amount of such payment or collection shall either be applied to the Loan Indebtedness (whether or not due and payable), and not to the payment of interest (as defined in section 347 of the said Criminal Code), or be refunded to the Chargor at the option of the Chargee. For purposes of each Loan Document, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the Term of the Loan on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee will be conclusive for the purposes of such determination.

Section 10.10 Extension, Renewal or Amendment of Charge.

This Charge, the Loan, or any terms hereof or thereof, may from time to time be extended, renewed or amended by one or more written agreements between the Chargee and the Chargor, or with any successor or successors in title to the Chargor, with or without any changes in the applicable interest rate, amortization period, principal amount, payment amount, maturity date or other financial terms. Whether or not there are any other Liens registered on title to the Property after this Charge at the time any such written agreement is entered into (each such Lien, a "**Subsequent Encumbrance**"), it will not be necessary for the Chargee to register the written agreement on title to the Property in order for such agreement to be legally binding upon the Chargor (and any other Borrower Entity which is a party thereto) or to retain priority for this Charge, as extended, renewed or amended, as a first priority Lien of the Property (subject only to any prior ranking Permitted Mortgage Loan Documents) over such Subsequent Encumbrance(s). The Chargor, forthwith upon request therefor by the Chargee and at the Chargor's sole cost and expense, will obtain all such postponements and/or discharges of each Subsequent Encumbrance and such other assurances from the holder thereof as may be required by the Chargee in its sole discretion to ensure the priority of this Charge as a first priority Lien of the Property (subject only to any prior ranking Permitted Mortgage Loan Documents) and full compliance by the Chargor and each other Borrower Entity with the

provisions of this Charge and the other Loan Documents. The Chargor acknowledges that the provisions of this Section do not confer upon the Chargor or any other Borrower Entity or Person any right of extension, renewal or amendment, or any right to grant a Subsequent Encumbrance contrary to the other provisions of this Charge and the other Loan Documents. The execution and delivery of any such agreement by the Chargee granting any such extension, renewal or amendment will be in its sole discretion. The Chargor, for itself and on behalf of each Borrower Entity, hereby irrevocably consents to any extension, renewal or amendment of this Charge and the other Loan Documents, whether or not made or agreed to by the Chargor, any unregistered or beneficial owner of the Property or any part thereof or any successor in title to any such Person, and hereby irrevocably agrees that no such extension, renewal or amendment shall release, discharge, impair or otherwise affect, or render unenforceable, any of the covenants, obligations or liabilities of any Borrower Entity (including each original Chargor and each original unregistered or beneficial owner of the Property or any part thereof named in the Loan Documents) under the Loan Documents, which covenants, obligations and liabilities are hereby confirmed and continue in full force and effect, as extended, renewed or amended, as the case may be.

Section 10.11 Assignment.

The Chargee and any Person having or acquiring any ownership interest in the Loan from time to time may sell, transfer and/or assign the Loan, the Loan Indebtedness, the Loan Documents or any interest therein at any time and to any Person as it may determine in its sole discretion without prior notice to or the consent of any Borrower Entity or any other Person. No Borrower Entity may assign any of its rights and obligations under or in respect of the Loan, the Loan Indebtedness or any of the Loan Documents.

Section 10.12 Condominium Provisions

If any part the Property is a condominium unit: (a) the Chargor will promptly observe and perform all of its covenants, duties and obligations under or pursuant to the *Condominium Act* (Ontario) and the declaration, by-laws and rules of the condominium corporation created by registration of the declaration and the description relating thereto of which the condominium unit forms part (the "Condominium Corporation"); (b) the Chargor will pay promptly when due any and all contributions to common expenses and all other levies, charges and assessments made, assessed or levied by or on behalf of the Condominium Corporation payable in respect of, or charged to the owner of, the Property (all such common expenses, levies, charges, assessments are called "unit charges"); (c) upon request by the Chargee from time to time, the Chargor will provide satisfactory proof to the Chargee that all unit charges have been paid in full; (d) if the Chargor does not pay any unit charges when due, then without limiting any of other rights and remedies of the Chargee hereunder or otherwise under Applicable Laws, the Chargee may (but shall not obligated to) pay the same and the amount so paid together with interest thereon at the Interest Rate will be added to the Loan Indebtedness, will be secured by the Loan Documents and will be payable forthwith to the Chargee upon demand; (e) promptly following receipt thereof, the Chargor will deliver to the Chargee copies of every notice, assessment, request, claim or demand, notice of meeting and all other documentation or information of any kind relating to the condominium unit or the Condominium Corporation received by the Chargor so that the Chargee receives them at least 10 days prior to the date that any response, payment or other action is required; (f) any default by the Chargor under this Section (regardless of any action or proceedings taken or proposed by the Condominium Corporation) will be an immediate Event of Default under this Charge without any applicable notice, grace or cure period; (g) the Chargor hereby irrevocably assigns to the Chargee, and irrevocably authorizes and empowers the Chargee to exercise, all rights of the Chargor as the owner of the Property to vote or to consent to all matters relating to the affairs of the Condominium Corporation, provided however that: (i) the Chargee has no obligation to exercise such right to vote or consent in respect of any such matter or at all, and may at any time and from time to time (but is not required to) give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes such notice the Chargor may exercise the right to vote or consent in respect of all matters not requiring a unanimous resolution (any such notice may be for an indeterminate period of time or for a specific meeting or matter); (ii) the Chargee's right to vote and consent do not impose any obligation on the Chargee to consult with the Chargor as to the manner in which such right to vote or consent will be exercised or not exercised or to protect the Chargor's interests and the Chargee will not be responsible for any exercise or failure to exercise the right to vote or consent; and (iii) neither this assignment and authorization in favour of the Chargee nor the exercise by the Chargee of the right to vote or consent will constitute the Chargee a chargee or mortgagee in possession nor give rise to any liability or obligation of any kind on the part of the Chargee or any other Lender Entity; (h) the Charge includes a mortgage, charge, assignment and sublease in favour of the Chargee of any lease or rights to occupy any parking space or spaces in the building of which the Property forms part demised to or reserved or designated for exclusive use by the Chargor or its condominium unit and of any lease or right to exclusive use of any common property or special privileges in respect thereof granted to the Chargor or its condominium unit; (i) without limiting the obligations of the Chargor under Article 5 hereof, the Chargor will cause the Condominium Corporation to maintain the insurance required by Article 5 of this Charge with respect to all of the Property which is governed by the *Condominium Act* (Ontario) for the benefit of the Chargee and will cause the Condominium Corporation to comply fully with the terms of the required policies of insurance and the insurance provisions of the *Condominium Act* (Ontario) and the declaration, by-laws and rules of the Condominium Corporation; (j) in addition to any other Events of Default set out in this Charge, it shall be an immediate Event of Default if any of the following occur: (i) the government of the Property by the Condominium Corporation or any part thereof by the *Condominium Act* (Ontario) is terminated; or (ii) a vote of the Condominium Corporation authorizes the sale of all or substantially of its property or assets or all or any part of its common elements which are all or any part of the Property, or if any part of such common elements of the Condominium Corporation is expropriated and in the opinion of the Chargee, in its sole discretion, such expropriation has or could be expected to have a Material Adverse Effect; or (iii) the Condominium Corporation fails to comply with any provision of the *Condominium Act* (Ontario) or the declaration, by-laws or any of the rules of the Condominium Corporation; or (iv) the Condominium Corporation fails to insure the condominium units and the common elements governed by it in accordance with the *Condominium Act* (Ontario) and declaration and by-laws of the Condominium Corporation; or (v) in the Chargee's opinion, the Condominium Corporation fails to manage its property and assets in a prudent and business-like manner and in keeping with the highest standards for similar properties in the locality in which the Property is located.

This is Exhibit "P" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

GENERAL ASSIGNMENT OF RENTS AND LEASES
("Villages of Port Elgin - 1st Mortgage Loan")

THIS AGREEMENT is made as of November 30th, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") to the Borrower in the original principal amount of up to $7,500,000 which is secured, *inter alia*, by a first priority charge/mortgage (the "**Mortgage**") of the Property (as defined below) which has been registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) on or about the date hereof;

AND WHEREAS the Borrower has agreed to assign to the Lender all legal and beneficial right, title and interest in and to the Rents and Leases together with all benefits, powers and advantages of the Borrower to be derived therefrom to secure the payment by the Borrower of the Loan Indebtedness (as defined in the Mortgage) and the observance and performance by the Borrower and any unregistered or beneficial owner of the Property of its other covenants and obligations under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower hereby covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - INTERPRETATION

Section 1.01 Definitions.

Unless otherwise defined herein, all capitalized terms and expressions used herein shall have the same meaning as set out in the Mortgage. The following terms shall have the following meanings: "**Lands**" means the lands and premises described in the document general or notice of assignment of rents – general to which this Agreement is attached (and any schedule thereto); "**Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and similar agreements by which the use and occupancy of the Property or any part thereof is granted to any Person for any purpose, together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security relating thereto, and includes all Commercial Leases (including all Material Commercial Leases) and Residential Leases; "**Property**" means all legal and beneficial right, title, estate and interest from time to time in and to the Lands in fee simple, including any leasehold interest of the Borrower in the Lands, together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto; "**Province**" means the Province of Ontario; "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any nature and kind whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any goods or services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof; and "**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

Section 1.02 General Provisions.

The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, in this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation," (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or replacement statute thereto; (d) any reference to a Lease or any Loan Document, including this Agreement, includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Lender, Borrower, any Tenant and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of this Agreement; (h) the Lender's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Lender acting reasonably (unless otherwise expressly provided herein), except that following an Event of Default and notwithstanding the foregoing and any other provision hereof or Applicable Laws to the contrary, the Lender will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if this Agreement expressly requires the Lender to act reasonably); (i) notwithstanding any other provision of this Agreement or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) this Agreement is the result of negotiations between the parties hereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Borrower hereunder, then all such obligations and liabilities of all such Persons so named or who subsequently become

liable for such obligations and liabilities are joint and several; (l) time is of the essence; (m) all obligations of the Borrower are deemed to be covenants by the Borrower in favour of the Lender; (n) any reference to the knowledge, belief or awareness of the Borrower includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Borrower and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (o) where any reference is made in this Agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; and (p) this Agreement will remain in full force and effect and shall continue to be binding on the Borrower for the benefit of the Lender notwithstanding any extension, renewal or amendment of the Loan and/or the Loan Documents made by the Lender and the Borrower from time to time. The provisions of this Agreement are intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Agreement will not be construed as being or deemed to be in conflict with the other Loan Documents. The delivery of this Agreement for registration by direct electronic transmission will have the same effect for all purposes as if this Agreement was in written form signed by the parties hereto and delivered to the Lender.

Section 1.03 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Agreement shall, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein shall (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

ARTICLE 2 - ASSIGNMENT

Section 2.01 Assignment.

As general and continuing security for payment and performance to the Lender of the Obligations, the Borrower hereby assigns, transfers, grants and sets over to the Lender, as and by way of a fixed and specific first priority assignment and security interest, all legal and beneficial right, title and interest in and to (i) the Rents now or hereafter due and payable with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents in the name of the Borrower or the owner from time to time of the Property or in the name of the Lender, as the Lender may determine in its sole discretion, and (ii) the Leases with full benefit and advantage thereof including the benefit of all covenants and agreements contained in the Leases on the part of the Tenants thereof to be observed, performed or kept, including all proceeds of or from any of the foregoing.

Section 2.02 Continuing Security.

This Agreement is given as general and continuing security for the payment and performance to the Lender of the Obligations, and not in substitution for or in satisfaction therefor. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest created hereby. The terms and conditions of this Agreement shall remain binding and effective on the parties hereto and will not merge in or be extinguished by any other Loan Document or any judgment taken against the Borrower or any other Borrower Entity or Person for breach of its obligations under this Agreement or any other Loan Document.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

Section 3.01 Representations.

The Borrower represents and warrants to the Lender as follows: (i) the Borrower has the good right, full power and absolute authority to assign the Rents and Leases to the Lender as a first priority assignment and security interest therein (subject only to Permitted Encumbrances), and has granted no other prior assignment, transfer or Lien in, on or of any of the Rents or Leases that remains outstanding from and after the date hereof; (ii) the Leases are in full force and effect and are valid and binding obligations of each of the Tenants thereunder; (iii) complete copies of all Commercial Leases have been delivered to the Lender; (iv) except as expressly disclosed to the Lender in writing prior to the initial Loan advance, no Rents have been (A) prepaid under any Commercial Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Commercial Lease), (A) prepaid for more than six (6) months under any Residential Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Residential Lease), or (C) otherwise discounted, released, waived, compromised or discharged under any Lease; (v) there is no default by any Person now existing under any Commercial Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Commercial Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Commercial Lease; (vi) there is no material default by any Person now existing under any Residential Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would

constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Residential Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Residential Lease; (vii) each Commercial Lease requires the related Tenant to attorn and become bound to the Lender as tenant of its premises upon the Lender's request from time to time for the then unexpired residue of the term of such Commercial Lease and on the terms and conditions of such Commercial Lease; and (vii) all Rents previously and hereafter charged and collected in respect of each Lease have complied with and will comply with the Lease and with all Applicable Laws. The Borrower will deliver to the Lender, within ten (10) days after the Lender's request from time to time, a true and complete copy of each Lease and a complete list of the Leases, as certified by the Borrower, setting out, in respect of each Lease, the demised premises, the name of the Tenant, the Rents payable and the date to which such Rents have been paid, the key terms of such Lease, the date of occupancy, the date of expiration, any rent concessions and other inducements granted to the Tenants, and any renewal options. The Borrower shall promptly deliver to the Lender any request notice, order or claim of any kind given or received by any Borrower Entity from time to time in respect of any Material Commercial Lease and, with respect to any other Lease, any request, notice, order or claim given or received by any Borrower Entity from time to time relating to any matter or thing which has or could reasonably be expected to have or result in a Material Adverse Effect.

Section 3.02 Restrictions on Leases and Renewals.

Each new Lease or any renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by such existing Lease), (i) must be a commercially reasonable arm's-length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, (ii) must provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions, (iii) must be written on a standard form of lease or renewal or extension agreement with no material amendments thereto, (iv) if it is a Commercial Lease, must provide that in the event enforcement proceedings are commenced by Lender following of an Event of Default, the Tenant must attorn to the Lender and become bound to it as tenant of its premises for the then unexpired residue of the term of such Commercial Lease and upon the terms and conditions contained in such Commercial Lease, (v) except for any renewal or extension of an existing Commercial Lease which is exercised pursuant to, and the terms of which are governed by such existing Commercial Lease, must not permit the Tenant under any Commercial Lease to "go dark" or otherwise stop operating its business in the ordinary course from or within its leased premises, and (vi) must not contain termination rights in favour of the Tenant or any other Person (other than the landlord) except for landlord default. Unless otherwise agreed by the Lender in writing, the Borrower will require the Tenant under each Commercial Lease to execute and deliver to the Lender an agreement, in the Lender's form, confirming the attornment referred to in Subsection (iv) concurrently with the execution and delivery of each new Commercial Lease and any renewal or extension of an existing Commercial Lease.

Section 3.03 Lender Right to Consent to Material Commercial Leases

The Borrower must obtain the Lender's prior written consent to enter into, renew, or extend any Material Commercial Lease, which consent will not be unreasonably withheld or delayed by the Lender, provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of this Agreement and the other Loan Documents governing new Leases and renewals and extensions of existing Leases and provided further that the Lender will be entitled to a minimum of ten (10) Business Days following receipt of the Borrower's written request and all reasonably required supporting documentation to decide whether or not to give or withhold such consent. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, such existing Material Commercial Lease. Notwithstanding the foregoing, following the occurrence of an Event of Default, the Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Lease (including each Material Commercial Lease) which consent may be given or withheld by the Lender in its sole discretion.

Section 3.04 Covenants.

Neither the Borrower nor any other Borrower Entity will, without the prior written consent of the Lender in its sole discretion: (i) accept or permit payment of the Rents or any part thereof under any Commercial Lease in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease), or accept or permit payment of the Rents or any part thereof under any Residential Lease more than six (6) months in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease); (ii) amend, modify, cancel or terminate any Lease in whole or in part, or accept the surrender of any Lease, or take or omit to take any action or exercise any right or option which would permit the Tenant under any Lease to cancel, terminate or surrender any Lease; (iii) discount, release, waive, compromise or otherwise discharge any Rents payable under any Lease or other obligations of any Tenant or other Person under any Lease, or (iv) assign, transfer or grant a Lien in, on or of all or any part of the Rents or Leases. Provided no Event of Default has occurred, the Lender's consent for any action referred to Subsections (ii) and (iii) is not required in respect of any Lease or a renewal or extension thereof (except any such action relating to any Material Commercial Lease or a renewal or extension thereof, which for greater certainty, will require the Lender's prior written consent, in its sole discretion), provided in each case such action is a commercially reasonable arm's length transaction in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and provided further that prompt written notice thereof is given to the Lender.

Section 3.05 Performance of Obligations.

The Borrower shall observe and perform at all times all covenants and agreements contained in the Leases on the part of the landlord to be observed and performed and shall cause the Tenants under the Leases to observe and perform their respective covenants, obligations and undertakings thereunder. Neither the execution or delivery of this Agreement or the other Loan Documents, nor the collection of the Rents nor the exercise of any right, remedy or other action or omission by the Lender in respect of any of the Rents or Leases shall make any Lender Entity or any other Person for whom the Lender is responsible under Applicable Laws (i) liable for the collection of any of the Rents or for the observance or performance of any of the covenants, terms, conditions or agreements contained in any of the Leases on the part of any party to be observed and performed, (ii) a mortgagee or chargee in possession, or (iii) liable for any action, proceeding, claim, demand, loss, damage, cost, expense of any nature and kind by the Borrower or any other Borrower Entity or Person.

ARTICLE 4 - EVENT OF DEFAULT

Section 4.01 Event of Default.

Prior to the occurrence of an Event of Default, the Borrower may demand, receive, collect and apply the Rents, but only as the same fall due and payable according to the terms of each of the Leases, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest granted to the Lender in and to the Rents and Leases and the immediate attachment thereof and provided further that unless otherwise agreed by the Lender in advance and in writing, any payment, consideration, compensation or other benefit of any kind which any Borrower Entity is or subsequently becomes entitled to receive relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof shall be paid by the related Tenant (or related payor) or any Borrower Entity (forthwith upon receipt by it) to and held by the Lender and may be applied by the Lender, in its sole discretion, to reduction of the Loan Indebtedness when due or may be held by the Lender as security for the Obligations without releasing or affecting any of the other obligations and liabilities of the Borrower or any other Borrower Entity under any of the Loan Documents. Upon the occurrence of an Event of Default, the Lender may immediately deliver a written notice to each Tenant directing it to pay all Rents to the Lender, or as the Lender may direct, and such notice shall be good and sufficient authority for so doing. Any payment of Rent to the Lender, or as the Lender may direct, after such notice is given to any Tenant shall not constitute a default by such Tenant under its Lease.

Section 4.02 Rights of Lender.

Upon the occurrence of an Event of Default, the Lender, its agents and employees, will have the right to enter the Property for the purpose of demanding, collecting, suing for, recovering, receiving or compromising the Rents, giving receipts therefor, enforcing the Leases and inspecting, protecting, operating and maintaining the Property and without being a chargee or mortgagee in possession. The Borrower hereby authorizes the Lender to perform all such acts and do all things in connection with any of the foregoing matters or the exercise of any other rights and remedies in respect of the Rents and Leases available hereunder or under any other Loan Document or Applicable Laws, including making of payments to encumbrancers whether prior to, pari passu with or subsequent to the Mortgage, paying any costs and expenses in connection with such acts and things and any acts by way of enforcement of the covenants and exercising of the rights of the Borrower under or in respect of the Leases or otherwise, as, when and in such manner as the Lender may determine in its sole discretion, which acts and things may be performed or done in the name of the Borrower or in the name of the Lender, as the Lender may determine in its sole discretion. Nothing herein shall require the Lender to collect or recover any of the Rents or to take any action or exercise any remedy or serve any notice upon any Tenant under its Lease upon any default or breach by such Tenant thereunder. The Borrower hereby irrevocably appoints the Lender as its attorney and agent coupled with an interest and with full power of substitution to exercise any of the rights, powers, authority and discretion granted to the Borrower under or in respect of each Lease upon the occurrence and during the continuation of an Event of Default. The Lender shall be liable to account for only such moneys as may actually come into its hands by virtue of this Agreement. Upon the occurrence of an Event of Default, but subject to the provisions of the other Loan Documents, the Lender may, after payment of all costs and expenses incurred by or on behalf of the Lender in exercising any of its rights and remedies hereunder, credit the remainder of the moneys which it may receive in connection with the Property to payment of any amount or amounts due to the Lender on account of Loan Indebtedness and to payment of any reserves and the manner of the application of such remainder and the item or items to which it shall be credited from time to time by the Lender shall be in the sole discretion of the Lender and until such moneys have been so applied or credited same shall be subject to this Agreement and all other security held by the Lender for the Obligations.

Section 4.03 Concurrent Remedies.

The Lender may exercise all rights and remedies provided for in this Agreement, the other Loan Documents or otherwise under Applicable Laws separately, concurrently or in such combination or order and at such times as it may determine in its sole discretion and will not be required to exhaust any other right or remedy before exercising any of its rights and remedies in respect thereof.

ARTICLE 5 - GENERAL

Section 5.01 No Release.

The assignment and security interest in the Rents and Leases and all other rights and benefits granted to the Lender hereunder shall remain in full force and effect without regard to any of the following matters, and the obligations of the Borrower and other parties under the Leases shall not be released, affected or impaired by: (a) any amendment, modification, renewal or replacement of or addition or supplement to, or release or discharge of any of the Loan Documents or any security held by the Lender as security for any of the Obligations; (b) any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (d) any default by the Borrower or any other Borrower Entity or Person under, or any invalidity or unenforceability of, or any release or other limitation of the liability of the Borrower or any other Borrower Entity or Person under, any Loan Document or other security held by the Lender as security for any of the Obligations; or (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Borrower, any Tenant or any other Borrower Entity or Person, including any change in the constitution of any partnership.

Section 5.02 Notice.

Any notice, demand or other communication required or permitted to be given or made to the Borrower pursuant to this Agreement may be given or made in any manner permitted or provided by the laws applicable thereto, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Lender by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Borrower set out in the Mortgage or to that last known address of the Borrower as shown in the Lender's records) or by facsimile transmission to the facsimile number of the Borrower set out in

the Mortgage or the last known facsimile number of the Borrower as shown in the Lender's records. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof.

Section 5.03 Severability.

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

Section 5.04 Waiver and Release.

The Lender may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Lender will extend to, or affect, any subsequent Event of Default or the rights of the Lender arising from such Event of Default. Any such waiver must be in writing and signed by the Lender. No failure on the part of the Lender or the Borrower to exercise, and no delay by the Lender or the Borrower in exercising, any right pursuant to this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. The registration of a complete and final discharge of the Mortgage against all of the Lands subject thereto duly executed by the Lender shall constitute a release of this Agreement and a re-assignment of the Lender's interest in the Rents and Leases to the Borrower without the need for the execution or registration of any further document or instrument.

Section 5.05 Further Assurances.

The Borrower shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, assurances, acts, matters and things as may be reasonably required by the Lender of or with respect to the Rents or Leases or any part thereof or as may be reasonably required to give effect to this Agreement, and the Borrower hereby constitutes and irrevocably appoints the Lender as the true and lawful attorney of the Borrower, coupled with an interest and with full power of substitution to do, make and execute all such statements, assignments, documents, assurances, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

Section 5.06 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement; and the Borrower consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts and the Borrower unconditionally accepts and consents to the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring any action or proceedings against the Borrower or any other Borrower Entity in the courts of any other jurisdiction.

Section 5.07 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Borrower or any other Borrower Entity or Person. The Borrower may not assign it obligation under this Agreement.

Section 5.08 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower has executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Applicant(s)

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

Name WESTCAN CEDAR GROVE VILLAGES INC.

Address for Service 612A Welland Avenue
St. Catharines, ON, L2M 3Y1

I, GEOFFREY FULTON, 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 INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address for Service TD Centre, TD North Tower
77 King Street West
P. O. Box 117, Suite 4120
Toronto, ON, M5K 1G8
("Villages of Port Elgin - 1st Mortgage")

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, BR162698 registered on 2020/11/30 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Janet Lynn Leithwood 55 Superior Boulevard Mississauga L5T 2X9 acting for Applicant(s) Signed 2020 11 30

Tel 877-828-8046

Fax 800-316-6884

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

Janet Lynn Leithwood 55 Superior Boulevard Mississauga L5T 2X9 acting for Party To(s) Signed 2020 11 30

Tel 877-828-8046

Fax 800-316-6884

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

Submitted By

FNF CANADA COMPANY 55 Superior Boulevard Mississauga L5T 2X9 2020 11 30

Tel 877-828-8046

Fax 800-316-6884

Fees/Taxes/Payment

Statutory Registration Fee $65.30

Total Paid $65.30

File Number

Party To Client File Number : 20200467 / PORT ELGIN 1ST GAR

GENERAL ASSIGNMENT OF RENTS AND LEASES
("Villages of Port Elgin - 1st Mortgage Loan")

THIS AGREEMENT is made as of November 30th, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") to the Borrower in the original principal amount of up to $7,500,000 which is secured, *inter alia*, by a first priority charge/mortgage (the "**Mortgage**") of the Property (as defined below) which has been registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) on or about the date hereof;

AND WHEREAS the Borrower has agreed to assign to the Lender all legal and beneficial right, title and interest in and to the Rents and Leases together with all benefits, powers and advantages of the Borrower to be derived therefrom to secure the payment by the Borrower of the Loan Indebtedness (as defined in the Mortgage) and the observance and performance by the Borrower and any unregistered or beneficial owner of the Property of its other covenants and obligations under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower hereby covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - INTERPRETATION

Section 1.01 Definitions.

Unless otherwise defined herein, all capitalized terms and expressions used herein shall have the same meaning as set out in the Mortgage. The following terms shall have the following meanings: "**Lands**" means the lands and premises described in the document general or notice of assignment of rents – general to which this Agreement is attached (and any schedule thereto); "**Leases**" means, collectively, all present and future leases, agreements to lease, subleases, concessions, licenses and similar agreements by which the use and occupancy of the Property or any part thereof is granted to any Person for any purpose, together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security relating thereto, and includes all Commercial Leases (including all Material Commercial Leases) and Residential Leases; "**Property**" means all legal and beneficial right, title, estate and interest from time to time in and to the Lands in fee simple, including any leasehold interest of the Borrower in the Lands, together with all buildings, structures, fixtures and improvements of any nature or kind now or hereafter located on such Lands, and all Equipment, Leases, Rents and all other appurtenances thereto; "**Province**" means the Province of Ontario; "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any nature and kind whatsoever arising from or relating to the Property or any part thereof, including all amounts payable under any Lease and all amounts arising from or relating to any guest rooms, parking or other facilities and services, meeting rooms, common areas, restaurants or other food and beverage facilities and services, vending machines, telephone, television, cable and internet services, laundry and housekeeping facilities and services, and the provision or sale of any goods or services, and any payment, consideration or compensation of any kind to which any Borrower Entity is or becomes entitled relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof; and "**Tenant**" means any lessee, sublessee, licensee or grantee of a right of occupation under a Lease and each guarantor, indemnitor or other obligor thereunder or in respect thereof.

Section 1.02 General Provisions.

The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, in this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) the word "including" means "including, without limitation," (c) any reference to a statute means the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor or replacement statute thereto; (d) any reference to a Lease or any Loan Document, including this Agreement, includes all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (e) reference to the Lender, Borrower, any Tenant and any other Person includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; (f) all dollar amounts are expressed in Canadian dollars; (g) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s), and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of this Agreement; (h) the Lender's right to give or withhold any consent or approval, make any determination or exercise any discretion will be exercised by the Lender acting reasonably (unless otherwise expressly provided herein), except that following an Event of Default and notwithstanding the foregoing and any other provision hereof or Applicable Laws to the contrary, the Lender will be entitled to give, withhold, exercise or make all such rights, determinations or discretions in its sole discretion at all times (even if this Agreement expressly requires the Lender to act reasonably); (i) notwithstanding any other provision of this Agreement or any Applicable Laws to the contrary, the words "sole discretion" mean the giving, withholding, exercising or making of the applicable right, determination or discretion in a manner that is completely and absolutely subjective in all respects and that the Person giving, withholding, exercising or making such right, determination or discretion has no duty or obligation at any time to act objectively or to apply any objective criteria or to conform to any other standard, it being the intention that the exercise of "sole discretion" by any Person will not be subject to any restriction, limitation, challenge or review of any kind whatsoever at any time by any Borrower Entity, any court or any other Person; (j) this Agreement is the result of negotiations between the parties hereto and will not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation; (k) if more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of, the Borrower hereunder, then all such obligations and liabilities of all such Persons so named or who subsequently become

liable for such obligations and liabilities are joint and several; (l) time is of the essence; (m) all obligations of the Borrower are deemed to be covenants by the Borrower in favour of the Lender; (n) any reference to the knowledge, belief or awareness of the Borrower includes (and is deemed to include) the knowledge, belief and/or awareness of each Person comprising the Borrower and each Person having any registered, unregistered or beneficial ownership interest in the Property or any part thereof from time to time and their respective directors, officers, partners and employees; (o) where any reference is made in this Agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust; and (p) this Agreement will remain in full force and effect and shall continue to be binding on the Borrower for the benefit of the Lender notwithstanding any extension, renewal or amendment of the Loan and/or the Loan Documents made by the Lender and the Borrower from time to time. The provisions of this Agreement are intended to supplement and not derogate from the other Loan Documents and the existence of additional terms, conditions or provisions (including any rights, remedies, representations and warranties) contained in this Agreement will not be construed as being or deemed to be in conflict with the other Loan Documents. The delivery of this Agreement for registration by direct electronic transmission will have the same effect for all purposes as if this Agreement was in written form signed by the parties hereto and delivered to the Lender.

Section 1.03 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Agreement shall, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein shall (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

ARTICLE 2 - ASSIGNMENT

Section 2.01 Assignment.

As general and continuing security for payment and performance to the Lender of the Obligations, the Borrower hereby assigns, transfers, grants and sets over to the Lender, as and by way of a fixed and specific first priority assignment and security interest, all legal and beneficial right, title and interest in and to (i) the Rents now or hereafter due and payable with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents in the name of the Borrower or the owner from time to time of the Property or in the name of the Lender, as the Lender may determine in its sole discretion, and (ii) the Leases with full benefit and advantage thereof including the benefit of all covenants and agreements contained in the Leases on the part of the Tenants thereof to be observed, performed or kept, including all proceeds of or from any of the foregoing.

Section 2.02 Continuing Security.

This Agreement is given as general and continuing security for the payment and performance to the Lender of the Obligations, and not in substitution for or in satisfaction therefor. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest created hereby. The terms and conditions of this Agreement shall remain binding and effective on the parties hereto and will not merge in or be extinguished by any other Loan Document or any judgment taken against the Borrower or any other Borrower Entity or Person for breach of its obligations under this Agreement or any other Loan Document.

ARTICLE 3 - REPRESENTATIONS AND COVENANTS

Section 3.01 Representations.

The Borrower represents and warrants to the Lender as follows: (i) the Borrower has the good right, full power and absolute authority to assign the Rents and Leases to the Lender as a first priority assignment and security interest therein (subject only to Permitted Encumbrances), and has granted no other prior assignment, transfer or Lien in, on or of any of the Rents or Leases that remains outstanding from and after the date hereof; (ii) the Leases are in full force and effect and are valid and binding obligations of each of the Tenants thereunder; (iii) complete copies of all Commercial Leases have been delivered to the Lender; (iv) except as expressly disclosed to the Lender in writing prior to the initial Loan advance, no Rents have been (A) prepaid under any Commercial Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Commercial Lease), (A) prepaid for more than six (6) months under any Residential Lease (except for security deposits and last months' rent paid in accordance with the provisions of the applicable Residential Lease), or (C) otherwise discounted, released, waived, compromised or discharged under any Lease; (v) there is no default by any Person now existing under any Commercial Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Commercial Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Commercial Lease; (vi) there is no material default by any Person now existing under any Residential Lease, nor circumstances existing which, with the giving of notice or lapse of time or both, would

constitute any such default, and no notice, order or claim has been given or received by or on behalf of the Borrower or any other Borrower Entity alleging or relating to any default, circumstance or other dispute under any Residential Lease or claiming any rebate, reduction, refund, set-off or other impairment of any of the Rents, or relating to any dispute under a Residential Lease; (vii) each Commercial Lease requires the related Tenant to attorn and become bound to the Lender as tenant of its premises upon the Lender's request from time to time for the then unexpired residue of the term of such Commercial Lease and on the terms and conditions of such Commercial Lease; and (vii) all Rents previously and hereafter charged and collected in respect of each Lease have complied with and will comply with the Lease and with all Applicable Laws. The Borrower will deliver to the Lender, within ten (10) days after the Lender's request from time to time, a true and complete copy of each Lease and a complete list of the Leases, as certified by the Borrower, setting out, in respect of each Lease, the demised premises, the name of the Tenant, the Rents payable and the date to which such Rents have been paid, the key terms of such Lease, the date of occupancy, the date of expiration, any rent concessions and other inducements granted to the Tenants, and any renewal options. The Borrower shall promptly deliver to the Lender any request notice, order or claim of any kind given or received by any Borrower Entity from time to time in respect of any Material Commercial Lease and, with respect to any other Lease, any request, notice, order or claim given or received by any Borrower Entity from time to time relating to any matter or thing which has or could reasonably be expected to have or result in a Material Adverse Effect.

Section 3.02 Restrictions on Leases and Renewals.

Each new Lease or any renewal or extension of an existing Lease (other than any extension or renewal of an existing Lease which is exercised pursuant to, and the terms of which are governed by such existing Lease), (i) must be a commercially reasonable arm's-length transaction made in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, (ii) must provide for rental rates and other terms and conditions consistent with prevailing market rates, terms and conditions, (iii) must be written on a standard form of lease or renewal or extension agreement with no material amendments thereto, (iv) if it is a Commercial Lease, must provide that in the event enforcement proceedings are commenced by Lender following of an Event of Default, the Tenant must attorn to the Lender and become bound to it as tenant of its premises for the then unexpired residue of the term of such Commercial Lease and upon the terms and conditions contained in such Commercial Lease, (v) except for any renewal or extension of an existing Commercial Lease which is exercised pursuant to, and the terms of which are governed by such existing Commercial Lease, must not permit the Tenant under any Commercial Lease to "go dark" or otherwise stop operating its business in the ordinary course from or within its leased premises, and (vi) must not contain termination rights in favour of the Tenant or any other Person (other than the landlord) except for landlord default. Unless otherwise agreed by the Lender in writing, the Borrower will require the Tenant under each Commercial Lease to execute and deliver to the Lender an agreement, in the Lender's form, confirming the attornment referred to in Subsection (iv) concurrently with the execution and delivery of each new Commercial Lease and any renewal or extension of an existing Commercial Lease.

Section 3.03 Lender Right to Consent to Material Commercial Leases

The Borrower must obtain the Lender's prior written consent to enter into, renew, or extend any Material Commercial Lease, which consent will not be unreasonably withheld or delayed by the Lender, provided that such Material Commercial Lease, and any extension or renewal thereof, complies with all requirements of this Agreement and the other Loan Documents governing new Leases and renewals and extensions of existing Leases and provided further that the Lender will be entitled to a minimum of ten (10) Business Days following receipt of the Borrower's written request and all reasonably required supporting documentation to decide whether or not to give or withhold such consent. This provision does not apply to any renewal or extension of an existing Material Commercial Lease which is exercised pursuant to, and the terms of which are governed by, such existing Material Commercial Lease. Notwithstanding the foregoing, following the occurrence of an Event of Default, the Borrower must obtain the Lender's prior written consent to enter into, renew or extend any Lease (including each Material Commercial Lease) which consent may be given or withheld by the Lender in its sole discretion.

Section 3.04 Covenants.

Neither the Borrower nor any other Borrower Entity will, without the prior written consent of the Lender in its sole discretion: (i) accept or permit payment of the Rents or any part thereof under any Commercial Lease in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease), or accept or permit payment of the Rents or any part thereof under any Residential Lease more than six (6) months in advance (except for security deposits and first and last months' rent paid in accordance with the provisions of the applicable Lease); (ii) amend, modify, cancel or terminate any Lease in whole or in part, or accept the surrender of any Lease, or take or omit to take any action or exercise any right or option which would permit the Tenant under any Lease to cancel, terminate or surrender any Lease; (iii) discount, release, waive, compromise or otherwise discharge any Rents payable under any Lease or other obligations of any Tenant or other Person under any Lease, or (iv) assign, transfer or grant a Lien in, on or of all or any part of the Rents or Leases. Provided no Event of Default has occurred, the Lender's consent for any action referred to Subsections (ii) and (iii) is not required in respect of any Lease or a renewal or extension thereof (except any such action relating to any Material Commercial Lease or a renewal or extension thereof, which for greater certainty, will require the Lender's prior written consent, in its sole discretion), provided in each case such action is a commercially reasonable arm's length transaction in the ordinary course of business and in accordance with prudent property management and leasing standards and practices, and provided further that prompt written notice thereof is given to the Lender.

Section 3.05 Performance of Obligations.

The Borrower shall observe and perform at all times all covenants and agreements contained in the Leases on the part of the landlord to be observed and performed and shall cause the Tenants under the Leases to observe and perform their respective covenants, obligations and undertakings thereunder. Neither the execution or delivery of this Agreement or the other Loan Documents, nor the collection of the Rents nor the exercise of any right, remedy or other action or omission by the Lender in respect of any of the Rents or Leases shall make any Lender Entity or any other Person for whom the Lender is responsible under Applicable Laws (i) liable for the collection of any of the Rents or for the observance or performance of any of the covenants, terms, conditions or agreements contained in any of the Leases on the part of any party to be observed and performed, (ii) a mortgagee or chargee in possession, or (iii) liable for any action, proceeding, claim, demand, loss, damage, cost, expense of any nature and kind by the Borrower or any other Borrower Entity or Person.

ARTICLE 4 - EVENT OF DEFAULT

Section 4.01 Event of Default.

Prior to the occurrence of an Event of Default, the Borrower may demand, receive, collect and apply the Rents, but only as the same fall due and payable according to the terms of each of the Leases, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest granted to the Lender in and to the Rents and Leases and the immediate attachment thereof and provided further that unless otherwise agreed by the Lender in advance and in writing, any payment, consideration, compensation or other benefit of any kind which any Borrower Entity is or subsequently becomes entitled to receive relating to or otherwise arising from, directly or indirectly, the full or partial termination, cancellation, amendment, modification or release of any Lease or any Tenant in respect thereof shall be paid by the related Tenant (or related payor) or any Borrower Entity (forthwith upon receipt by it) to and held by the Lender and may be applied by the Lender, in its sole discretion, to reduction of the Loan Indebtedness when due or may be held by the Lender as security for the Obligations without releasing or affecting any of the other obligations and liabilities of the Borrower or any other Borrower Entity under any of the Loan Documents. Upon the occurrence of an Event of Default, the Lender may immediately deliver a written notice to each Tenant directing it to pay all Rents to the Lender, or as the Lender may direct, and such notice shall be good and sufficient authority for so doing. Any payment of Rent to the Lender, or as the Lender may direct, after such notice is given to any Tenant shall not constitute a default by such Tenant under its Lease.

Section 4.02 Rights of Lender.

Upon the occurrence of an Event of Default, the Lender, its agents and employees, will have the right to enter the Property for the purpose of demanding, collecting, suing for, recovering, receiving or compromising the Rents, giving receipts therefor, enforcing the Leases and inspecting, protecting, operating and maintaining the Property and without being a chargee or mortgagee in possession. The Borrower hereby authorizes the Lender to perform all such acts and do all things in connection with any of the foregoing matters or the exercise of any other rights and remedies in respect of the Rents and Leases available hereunder or under any other Loan Document or Applicable Laws, including making of payments to encumbrancers whether prior to, pari passu with or subsequent to the Mortgage, paying any costs and expenses in connection with such acts and things and any acts by way of enforcement of the covenants and exercising of the rights of the Borrower under or in respect of the Leases or otherwise, as, when and in such manner as the Lender may determine in its sole discretion, which acts and things may be performed or done in the name of the Borrower or in the name of the Lender, as the Lender may determine in its sole discretion. Nothing herein shall require the Lender to collect or recover any of the Rents or to take any action or exercise any remedy or serve any notice upon any Tenant under its Lease upon any default or breach by such Tenant thereunder. The Borrower hereby irrevocably appoints the Lender as its attorney and agent coupled with an interest and with full power of substitution to exercise any of the rights, powers, authority and discretion granted to the Borrower under or in respect of each Lease upon the occurrence and during the continuation of an Event of Default. The Lender shall be liable to account for only such moneys as may actually come into its hands by virtue of this Agreement. Upon the occurrence of an Event of Default, but subject to the provisions of the other Loan Documents, the Lender may, after payment of all costs and expenses incurred by or on behalf of the Lender in exercising any of its rights and remedies hereunder, credit the remainder of the moneys which it may receive in connection with the Property to payment of any amount or amounts due to the Lender on account of Loan Indebtedness and to payment of any reserves and the manner of the application of such remainder and the item or items to which it shall be credited from time to time by the Lender shall be in the sole discretion of the Lender and until such moneys have been so applied or credited same shall be subject to this Agreement and all other security held by the Lender for the Obligations.

Section 4.03 Concurrent Remedies.

The Lender may exercise all rights and remedies provided for in this Agreement, the other Loan Documents or otherwise under Applicable Laws separately, concurrently or in such combination or order and at such times as it may determine in its sole discretion and will not be required to exhaust any other right or remedy before exercising any of its rights and remedies in respect thereof.

ARTICLE 5 - GENERAL

Section 5.01 No Release.

The assignment and security interest in the Rents and Leases and all other rights and benefits granted to the Lender hereunder shall remain in full force and effect without regard to any of the following matters, and the obligations of the Borrower and other parties under the Leases shall not be released, affected or impaired by: (a) any amendment, modification, renewal or replacement of or addition or supplement to, or release or discharge of any of the Loan Documents or any security held by the Lender as security for any of the Obligations; (b) any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of any Loan Document or any security held by the Lender as security for any of the Obligations; (d) any default by the Borrower or any other Borrower Entity or Person under, or any invalidity or unenforceability of, or any release or other limitation of the liability of the Borrower or any other Borrower Entity or Person under, any Loan Document or other security held by the Lender as security for any of the Obligations; or (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Borrower, any Tenant or any other Borrower Entity or Person, including any change in the constitution of any partnership.

Section 5.02 Notice.

Any notice, demand or other communication required or permitted to be given or made to the Borrower pursuant to this Agreement may be given or made in any manner permitted or provided by the laws applicable thereto, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Lender by personal delivery, by prepaid ordinary or registered mail (to the address for service of the Borrower set out in the Mortgage or to that last known address of the Borrower as shown in the Lender's records) or by facsimile transmission to the facsimile number of the Borrower set out in

the Mortgage or the last known facsimile number of the Borrower as shown in the Lender's records. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof.

Section 5.03 Severability.

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

Section 5.04 Waiver and Release.

The Lender may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Lender will extend to, or affect, any subsequent Event of Default or the rights of the Lender arising from such Event of Default. Any such waiver must be in writing and signed by the Lender. No failure on the part of the Lender or the Borrower to exercise, and no delay by the Lender or the Borrower in exercising, any right pursuant to this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. The registration of a complete and final discharge of the Mortgage against all of the Lands subject thereto duly executed by the Lender shall constitute a release of this Agreement and a re-assignment of the Lender's interest in the Rents and Leases to the Borrower without the need for the execution or registration of any further document or instrument.

Section 5.05 Further Assurances.

The Borrower shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, assurances, acts, matters and things as may be reasonably required by the Lender of or with respect to the Rents or Leases or any part thereof or as may be reasonably required to give effect to this Agreement, and the Borrower hereby constitutes and irrevocably appoints the Lender as the true and lawful attorney of the Borrower, coupled with an interest and with full power of substitution to do, make and execute all such statements, assignments, documents, assurances, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

Section 5.06 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement; and the Borrower consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts and the Borrower unconditionally accepts and consents to the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring any action or proceedings against the Borrower or any other Borrower Entity in the courts of any other jurisdiction.

Section 5.07 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Borrower or any other Borrower Entity or Person. The Borrower may not assign it obligation under this Agreement.

Section 5.08 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower has executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

This is Exhibit "Q" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

GENERAL SECURITY AGREEMENT
("Villages of Port Elgin - 1st Mortgage Loan")

THIS AGREEMENT is made as of November 30th, 2020 (the "**Agreement**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Secured Party**") and WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP (the "**Beneficial Owner**", and together with Borrower, collectively and individually, the "**Debtor**").

WHEREAS the Secured Party has agreed to make a loan (the "**Loan**") in the original principal amount of up to $7,500,000 to the Borrower pursuant to a commitment letter dated November 12, 2020 (the "**Commitment Letter**") and secured, *inter alia*, by a first priority charge/mortgage (the "**Mortgage**") of certain lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**");

AND WHEREAS the Debtor has agreed to grant to the Secured Party a security interest in and an assignment, mortgage and charge of the Collateral (as defined in Section 2.01) to secure the payment by the Borrower to the Secured Party of the Loan Indebtedness and the observance and performance of all of the other covenants and obligations of the Debtor (whether individually or jointly with any other Borrower Entity or Person) to the Secured Party under this Agreement and the other Loan Documents (the Loan Indebtedness, together with such covenants and obligations, collectively, the "**Obligations**");

NOW THEREFORE in consideration of the Secured Party making the Loan to the Debtor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Debtor), the Debtor hereby covenants and agrees with and in favour of the Secured Party as follows:

ARTICLE 1 - INTERPRETATION AND CONSTRUCTION

Section 1.01 Interpretation and Construction.

Unless otherwise defined herein, all capitalized words and expressions used in this Agreement will have the same meaning as defined in the Mortgage. In this Agreement, unless something in the subject matter or context is inconsistent therewith, **"PPSA"** means the Personal Property Security Act (Ontario), and the terms "accession", "account", "chattel paper", "consumer goods", "document of title", "equipment", "goods", "instrument", "intangible", "inventory", "money", "personal property", "proceeds", "security" and "investment property" whenever used herein have the meanings given to those terms in the PPSA; and **"Province"** means the Province of Ontario. The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement *mutatis mutandis*. If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Debtor hereunder, then the obligations and liabilities of all such Persons so named or who otherwise become liable for the obligations and liabilities of the Debtor will be joint and several.

Section 1.02 REIT Provision.

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document, or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Documents.

ARTICLE 2 - GRANT OF SECURITY INTEREST

Section 2.01 Security Interest.

As general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby grants to the Secured Party a first priority security interest in all of its present and after acquired real and personal property of any nature or kind comprising or otherwise relating to the Property (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance by the Debtor to the Secured Party of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party, in each case subject to Permitted Encumbrances. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest that the Debtor (whether individually or jointly with any other Borrower Entity or Person) now has or may hereafter have, be possessed of, be entitled to, or acquire in all property of the following kinds comprising or relating to the Property: all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor, including all monies on deposit in any bank account into which any Rents have been or are currently being deposited from time to time (collectively, the "**Receivables**"); all machinery, equipment, fixtures, furniture, plant, vehicles, goods, chattels and other tangible personal property which are not inventory (collectively, the "**Equipment**"); all inventory; all chattel paper; all warehouse receipts, bills of lading and other documents of title, whether negotiable or not; all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the "**Securities**"); all investment property; all intangibles not otherwise described in this Section 2.01 including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other intellectual property (collectively, "**Intellectual Property**"); all money, coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government; all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, investment property, instruments and other rights and benefits in respect thereof; all reserves paid to or held by the Secured Party pursuant to any of the Loan Documents; all Permitted Encumbrances and material agreements relating to the Property or the management or operation thereof and all rights and benefits in respect thereof; all permits, consents, licenses, authorizations and other approvals granted by any Governmental Authority or utility in respect of the Property and all rights and benefits in respect thereof; all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral; provided that the said security interest, assignment, mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement to lease now held or hereafter acquired by the Debtor, as lessee, but the Debtor will stand possessed of such last day and hold it in trust for the Secured Party and, if the Secured Party enforces such security interest, assignment, mortgage and charge in respect of such lease or agreement, shall assign same to any Person acquiring such lease or agreement to lease in the course of the enforcement and as directed by the Secured Party; (ii) extend or apply to consumer goods or, unless the Secured Party otherwise elects at any time in writing and in its sole discretion, the shares of any unlimited company or unlimited liability corporation, or (iii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound. Without limiting the foregoing, the Collateral will include, and the security interest granted hereby will attach to, all present and future right, title, estate and interest of any beneficial or unregistered owner in the Collateral.

Section 2.02 Attachment of Security Interest.

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when it signs this Agreement and it has any rights in the Collateral. There is no agreement between the parties hereto, express or implied, to postpone the attachment of the assignment and security interest granted hereby. Upon full repayment and performance of the Obligations, the Collateral will be re-assigned to the Debtor at the Debtor's expense.

Section 2.03 No Need for Consent.

The Debtor represents to the Secured Party that none of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Secured Party in accordance with the provisions of this Agreement, (ii) is incapable of further assignment or security granted by the Secured Party or by any receiver or

receiver and manager after the occurrence of an Event of Default, or (iii) requires the consent of any third party to the security interest, assignment, mortgage and charge granted hereby, except for any consent that has already been obtained. The Debtor covenants with the Secured Party that no Collateral will be hereafter obtained, acquired or agreed to by the Debtor which is not secured in favour of the Secured Party in accordance with the provisions hereof or which requires the consent of any third party to any such security.

Section 2.04 Where Consent Required.

If any Collateral cannot be secured in favour of the Secured Party in accordance with the provisions of this Agreement or requires the consent of any third party to the granting of such security, then without limiting the Secured Party's other rights and remedies under the Loan Documents, the following provisions will apply: (i) the Debtor will forthwith make reasonable commercial efforts to obtain the consent of any necessary third party to the security in favour of the Secured Party, and (ii) the Debtor will hold all benefit to be derived from such Collateral in trust for the Secured Party as security for payment and performance of the Obligations and will deliver up all such benefit to the Secured Party forthwith and upon demand.

ARTICLE 3 - COVENANTS OF THE DEBTOR

Section 3.01 Covenants.

Without limiting other covenants, obligations and liabilities of the Debtor (whether individually or jointly with any other Borrower Entity or Person) under the Loan Documents, the Debtor covenants with the Secured Party that it will: not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession, other than to the Property; defend the Collateral against all actions, proceedings and claims made by all Persons at any time; except as otherwise expressly permitted by the Mortgage, not Transfer all or any part of the Collateral or create, incur or permit to exist (by operation of law or otherwise) any Lien on the Collateral or any part thereof (except in favour of the Secured Party as security for the Loan or as otherwise expressly permitted by the Mortgage); unless it gives the Secured Party 15 days prior written notice, not change its name, the location of its chief executive office and/or the location of the office where it keeps its records respecting the Receivables; without the prior written consent of the Secured Party in its sole discretion, not move any of the Securities or Equipment from the Property or from any other locations specified in any schedule hereto; pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and will deliver to the Secured Party, when required, the receipts and vouchers establishing such payment; observe and perform all the obligations imposed upon it by the Collateral (including performance of its obligations under any Permitted Encumbrance, material agreement, permit and license); maintain the Collateral in good standing and not do or permit to be done anything that would impair the validity or enforceability thereof, and promptly deliver to the Secured Party notice of any default by the Debtor pursuant to any of the Collateral upon becoming aware of the occurrence of such default; pay to the Secured Party forthwith upon demand all Costs (all such Costs will be added to and form part of the Loan Indebtedness and will be secured by the Loan Documents); not amend, modify or terminate any Permitted Encumbrance, material agreement, permit or license without the prior written consent of the Secured Party; and obtain and maintain, at its own expense, insurance against loss or damage to the Collateral as required by the Mortgage.

At the request of the Secured Party, the Debtor will take all action that the Secured Party deems advisable to cause the Secured Party to have control over any securities or other investment property that are now or at any time become Collateral, including (i) causing such Collateral to be transferred to or registered in the name of the Secured Party or its nominee or otherwise as the Secured Party may direct, (ii) endorsing any such Collateral to the Secured Party or in blank by an effective endorsement, (iii) delivering such Collateral to the Secured Party or someone on its behalf as the Secured Party may direct (iv) delivering to the Secured Party any and all consents or other documents or agreements which may be necessary to effect the transfer of any such Collateral to the Secured Party or any third party and (v) entering into control agreements with the Secured Party and the applicable securities intermediary or issuer in respect of any such Collateral in form and substance satisfactory to the Secured Party.

ARTICLE 4 - DEALING WITH COLLATERAL

Section 4.01 No Liability for Loss.

The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder. In the holding or dealing with any of the Collateral or in the exercise of any right or remedy granted herein, the Secured Party and any nominee on its behalf will have no liability for, and the Debtor hereby agrees to indemnify and save harmless each Lender Entity from and against, any loss, damage, liability, cost or expense of any nature or kind incurred by such Lender Entity with respect to such Collateral.

Section 4.02 Notification of Account Debtors.

Upon and following the occurrence of an Event of Default, the Secured Party may give notice of this Agreement and the security granted hereby to any account debtors of the Debtor or to any other Person liable to the Debtor to make all further payments to the Secured Party or as the Secured Party may direct. Upon receipt of such notice, each such account debtors and other Persons liable to the Debtor are hereby irrevocably authorized and directed to make such payments to the Secured Party or as it may direct. Whether or not any such notice is given by the Secured Party, the Collateral and all payments or other proceeds thereof received by the Debtor from account debtors or from any other Persons liable to the Debtor (whether before or after any notice is given by the Secured Party) will be and remain subject to the security granted hereby and will be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request. Nothing herein will release, discharge, postpone, reassign, amend or otherwise affect the security of the Secured Party in and to the Collateral and the immediate attachment thereof.

ARTICLE 5 - REMEDIES

Section 5.01 Remedies.

Upon and following the occurrence of an Event of Default, (i) the entire Loan Indebtedness will, at the option of the Secured Party in its sole discretion, become immediately due and payable to the Secured Party, without demand, notice, presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the security interest, assignment, mortgage and charge granted hereby will, at the option of the Secured Party in its sole discretion become immediately enforceable; and (iii) in addition to any other right or remedy set out in or available under this Agreement, the other Loan Documents and Applicable Laws, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both, in the Secured Party's sole discretion: the Secured Party may appoint, by written instrument, a receiver, manager or receiver and manager (each herein referred to as the "**Receiver**") of the Collateral (which term when used in this Section will include the whole or any part of the Collateral as the Secured Party will determine in its sole discretion) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral (and the term "**Secured Party**" when used in this Section will include any Receiver so appointed and the agents, officers and employees of such Receiver); the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver; the Secured Party may exercise any of the rights and remedies permitted by Applicable Laws, including all rights and remedies of a secured creditor under the PPSA; the Secured Party may take possession of the Collateral by entry onto any premises where such Collateral may be located or by any other method permitted by Applicable Laws, and may require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party; the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral; the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor; the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by Applicable Laws; the Secured Party may sue the Debtor for the payment and performance of the Debtor's Obligations; the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by Applicable Laws; the Secured Party, in its sole discretion, may accept the Collateral in satisfaction of the Obligations upon written notice to the Debtor of its intention to do so in the manner required by Applicable Laws; the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority

to the security interest, assignment and mortgage and charge granted by this Agreement; the Secured Party may enter upon, occupy and use all or any of the Property occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions; without limiting the liability of the Debtor to pay all Costs, the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, legal fees and disbursements (on a full indemnity or solicitor and own client basis, as applicable), and any Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at the Interest Rate will be added to and form part of the Loan Indebtedness and will be secured by the Loan Documents; and the Secured Party may discharge or settle, in its sole discretion, any Lien or any action, proceeding or other claim that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith will be added to the Loan Indebtedness and will be secured by the Loan Documents.

The Secured Party may grant extensions of time, take and perfect or abstain from taking and perfecting security, give up securities, accept compositions or compromises, grant releases and discharges, and release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder. The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral. The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party may determine in its sole discretion.

ARTICLE 6 - GENERAL

Section 6.01 Entire Agreement and Waivers.

This Agreement, together with the other Loan Documents, constitutes the entire agreement between the Secured Party and the Debtor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor concerning the subject matter hereof except as expressly set forth in this Agreement or in the other Loan Documents. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

Section 6.02 Benefit of Agreement and Assignment.

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, heirs, successors and assigns. The Loan, the Loan Indebtedness, the Loan Documents (including this Agreement) or any interest therein may be sold, transferred or assigned by the Secured Party or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Debtor or any other Borrower Entity or Person. The Debtor may not assign its obligations under this Agreement.

Section 6.03 Severability.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Section 6.04 Notices.

Any demand, notice or other communication to be given to the Debtor in connection with this Agreement must be given in writing and may be made or given by personal delivery, by registered mail or by email transmission, addressed to the Debtor at 612A Welland Avenue, St. Catharines, Ontario, L2M 3Y1, Attention: The President, Email: david@villagesinc.com, or such other physical address or email address as the Debtor may designate by written notice given to the Secured Party. Any demand, notice or other communication made or given by personal delivery will be conclusively deemed to have been made or given on the day of actual delivery thereof, and if given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by email transmission, on the day and at the time which is one (1) hour after the transmission thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication will not be mailed but must be given by personal delivery or by email transmission.

Section 6.05 Additional Continuing Security and Discharge.

This Agreement and the security granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party. The Debtor will not be discharged from this Agreement or any of its obligations and liabilities hereunder except upon full payment and performance by the Debtor to the Secured Party of the Obligations in accordance with the provisions of the Loan Documents and a written discharge being executed and delivered by the Secured Party.

Without limiting the foregoing, the Debtor hereby irrevocably consents to any extension, renewal or amendment of the Loan and/or any of the Loan Documents made by the Secured Party and the Borrower from time to time and acknowledges and agrees that this Agreement will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Secured Party, notwithstanding any such extension, renewal or amendment.

Section 6.06 Further Assurances.

The Debtor must do, execute and deliver, or cause to be done, executed and delivered from time to time and at its sole expense, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement, to better evidence and perfect the security granted hereby or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

Section 6.07 Power of Attorney.

The Debtor hereby irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Debtor, coupled with an interest and with full power of substitution, upon the occurrence of an Event of Default that is continuing, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the Secured Party may deem reasonably necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

Section 6.08 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws, other than the laws in force in the Province, applying to this Agreement. The Debtor consents to the jurisdiction of the courts of the Province and irrevocably agrees that, subject to the Secured Party's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and unconditionally accepts and consents the non-exclusive jurisdiction of the said courts and waives any defense of

forum non-conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Secured Party to bring proceedings against the Debtor or any other Borrower Entity in the courts of any other jurisdiction.

Section 6.09 Executed Copy/Waiver.

The Debtor acknowledges receipt of a fully executed copy of this Agreement. The Debtor waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or other similar statement or registration (including any renewal statement or change statement) registered or filed at any time under the PPSA in respect of this Agreement or any of the other Loan Documents and all confirmation, verification or other similar statement(s) with respect thereto.

Section 6.10 Counterparts.

This agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Debtor has executed this Agreement.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, and the Corporation has the authority to bind the Partnership.

ADDRESS OF DEBTOR

Location of Chief Executive Office and location of Business Records of the Debtor

612A Welland Avenue, St. Catharines, Ontario, L2M 3Y1

5007 Highway 21, Saugeen Shores, Ontario

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 768040182
Registration Number: 20201126 1005 1590 7537

Expiry Date: 2024-11-26

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 4

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	WESTCAN CEDAR GROVE VILLAGES INC. 5008011	612A WELLAND AVENUE ST. CATHARINES ON L2M 3Y1

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120 TORONTO ON M5K 1G8

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl ___		

General Collateral

ALL RIGHTS, TITLE AND INTEREST OF THE DEBTOR IN ALL PERSONAL PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING PART LOT 8, CONCESSION 6 SAUGEEN, AND PART LOTS 6-8, CONCESSION 5 SAUGEEN, PIN 33246-0625 LT, 5007 HIGHWAY 21, SAUGEEN SHORES, ONTARIO.

REGISTERING AGENT

NAME	ADDRESS
ROSE PERSIKO RAKOWSKY MELVIN LLP (RBM/20200467)	600-390BAY STREET TORONTO ON M5H 2Y2

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 768040416
Registration Number: 20201126 1006 1590 7538

Expiry Date: 2024-11-26

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 4

CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	WESTCAN CEDAR GROVE VILLAGES INC. 5008011	612A WELLAND AVENUE ST. CATHARINES ON L2M 3Y1
2	WESTCAN CEDAR GROVE LIMITED PARTNERSHIP	612A WELLAND AVENUE ST. CATHARINES ON L2M 3Y1
3	WESTCAN CEDAR GROVE VILLAGES INC. AS SOLE GENERAL PARTNER OF WESTCAN CEDAR GROVE LIMITED PARTNERSHIP	612A WELLAND AVENUE ST. CATHARINES ON L2M 3Y1

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120 TORONTO ON M5K 1G8

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl ___		

General Collateral

ALL RIGHTS, TITLE AND INTEREST OF EACH DEBTOR IN ALL PERSONAL PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING PART LOT 8, CONCESSION 6 SAUGEEN, AND PART LOTS 6-8, CONCESSION 5 SAUGEEN, PIN 33246-0625 LT, 5007 HIGHWAY 21, SAUGEEN SHORES, ONTARIO.

REGISTERING AGENT

NAME	ADDRESS
ROSE PERSIKO RAKOWSKY MELVIN LLP (RBM/20200467)	600-390BAY STREET TORONTO ON M5H 2Y2

This is Exhibit "R" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

BENEFICIAL OWNER AGREEMENT
("Villages of Port Elgin - 2nd Mortgage Loan")

THIS AGREEMENT is made as of May 28, 2020 (the "**Agreement**") among INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**"), WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP (the "**Beneficial Owner**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") in the original principal amount of $2,250,000.00 to the Borrower pursuant to a commitment letter dated May 22, 2020 the "**Commitment Letter**") and secured, *inter alia*, by a second priority mortgage and charge (the "**Mortgage**") of certain lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**"). As a condition of the Loan, the Borrower and Beneficial Owner have agreed to enter into this Agreement with the Lender. Unless otherwise defined herein, all capitalized terms and expressions used in this Agreement will have the same meaning as defined in the Mortgage. In this Agreement, "**Province**" means the Province of Ontario.

NOW THEREFORE in consideration of the Lender making the Loan to the Borrower and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Borrower and Beneficial Owner), the Borrower and Beneficial Owner hereby agree in favour of the Lender as follows:

1. Each of the Borrower and the Beneficial Owner confirm to the Lender that the Borrower holds registered title to the Property as bare trustee or nominee for and on behalf of the Beneficial Owner as the sole unregistered or beneficial owner thereof. The Beneficial Owner consents to the Loan transaction contemplated by the Loan Documents and irrevocably authorizes and directs the Borrower to execute and deliver the Loan Documents to the Lender. The Beneficial Owner confirms and agrees that its unregistered and beneficial right, title and interest in the Property including, if there is more than one Beneficial Owner, all right, title, interest and claims of each Beneficial Owner under Applicable Laws and/or any and all existing and future agreements, instruments and security establishing, relating to or governing the relationship amongst such Beneficial Owners as co-owners or otherwise (including without limitation, any co-ownership, co-tenancy or other similar agreements, and any co-owner cross-charges and other security) are and will at all times remain subject and subordinate to the Liens created by Mortgage and all of the other Loan Documents and all Loan Indebtedness secured thereby, and the Beneficial Owner hereby subordinates and postpones all of its right, title, interest and claims in and to the Property to and in favour of the Mortgage and all other Loan Documents. The Beneficial Owner confirms there are no Liens on its unregistered or beneficial ownership interest in the Property except the Mortgage, the other Loan Documents and Permitted Encumbrances.

2. The Beneficial Owner hereby grants to the Lender a second priority mortgage, charge, assignment and security interest in all of the Beneficial Owner's right, title and interest in all real and personal property comprising or forming part of the Property from time to time as security for the payment and performance of all Loan Indebtedness when due and on the same terms and conditions as the mortgage, charge, assignment and security interest of such Property granted by the Borrower to the Lender.

3. The Beneficial Owner agrees to be bound by and comply with the following provisions of the Loan Documents in each case as if it had executed such Loan Documents in place and stead of the Borrower: (i) Subsection 4.02(d) of the Mortgage restricting Transfers and Liens of the Property, (ii) Sections 3.02, 3.03 and 3.04 of the General Assignment of Rents and Leases restricting new Leases and renewals and extensions of Leases and other dealings with Rents and Leases (and the equivalent provisions of the Mortgage), (iii) any provision of the Loan Documents which grants the Lender a power of attorney with respect to any matter, (iv) the provisions of the Commitment Letter which limit recourse to the Lender Entities; (v) Section 10.10 of the Mortgage relating to extension, renewal or amendment of the Loan and/or any of the Loan Documents, and (vi) any covenant, liability or obligation under any of the Loan Documents which states (whether by reference to the Beneficial Owner directly, to "each Borrower Entity", to any unregistered or beneficial owner of the Property or otherwise) that it has been entered into for or on behalf of the Beneficial Owner or which is otherwise expressed to be a covenant, liability or obligation of the Beneficial Owner, whether or not the Beneficial Owner is specifically named therein or is a party thereto, and whether or not any other Person is or become bound thereby.

4. The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, the following provisions will also apply to this Agreement. If

more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Beneficial Owner hereunder, then the obligations and liabilities of all such Persons so named or who otherwise become liable for the obligations and liabilities of the Beneficial Owner will be joint and several. The Loan, the Loan Indebtedness, the Loan Documents or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without the consent of or notice to the Beneficial Owner or any other Borrower Entity or Person. This Agreement will enure to the benefit of and will be binding on the parties hereto and their respective personal representatives, executors, administrators, heirs, successors and assigns. The Beneficial Owner acknowledges receipt of a copy of the Commitment Letter (including all amendments made up to and including the date of the Loan advance), the Mortgage and each of the other Loan Documents. The Beneficial Owner hereby irrevocably consents to any extension, renewal or amendment of the Loan and /or any of the Loan Documents made by the Lender and the Borrower from time to time and acknowledge and agree that this Agreement will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Lender, notwithstanding any such extension, renewal or amendment.

5. The Beneficial Owner will furnish to the Lender promptly upon demand by Lender from time to time financial statements and other information relating to the Beneficial Owner, in form and substance acceptable to the Lender. The Beneficial Owner hereby represents and warrants to the Lender that all financial statements and other information previously provided or to be provided to any Lender Entity with respect to such Beneficial Owner are and will be complete and correct in all material respects and include all material facts and circumstances concerning the financial or other condition or status of the Beneficial Owner, its business and operations necessary to ensure all such statements and information are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein.

6. The Beneficial Owner acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of the Beneficial Owner or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity, 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 Beneficial Owner or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (iv) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (v) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Beneficial Owner irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

7. Any notice, demand or other communication to be made or given to the Borrower or Beneficial Owner may be made or given by personal delivery, by registered mail or by facsimile transmission addressed to such Person at 177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Attention: President, Fax No. 416-598-1067, or to the last known address of the Beneficial Owner as shown in the Lender's records. Any demand, notice or communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof,

and if given by registered mail, on the third Business Day following the deposit thereof in the mail, and if given by facsimile transmission, on the first Business Day following the transmittal thereof.

8. This Agreement shall be governed by the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this Agreement; and each of the Borrower and Beneficial Owner consents to the jurisdiction of the courts of such Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and each of the Borrower and Beneficial Owner unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Lender to bring proceedings against the Borrower, Beneficial Owner or any other Borrower Entity in the courts of any other jurisdiction.

9. Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

10. This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower and Beneficial Owner have executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, and the Corporation has the authority to bind the Partnership.

This is Exhibit "S" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

BENEFICIAL OWNER AGREEMENT
("Villages of Port Elgin - 1st Mortgage Loan")

THIS AGREEMENT is made as of November 30th, 2020 (the "**Agreement**") among INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**"), WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP (the "**Beneficial Owner**").

WHEREAS the Lender has agreed to make a loan (the "**Loan**") in the original principal amount of up to $7,500,000 to the Borrower pursuant to a commitment letter dated November 12, 2020 the "**Commitment Letter**") and secured, *inter alia*, by a first priority mortgage and charge (the "**Mortgage**") of certain lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**"). As a condition of the Loan, the Borrower and Beneficial Owner have agreed to enter into this Agreement with the Lender. Unless otherwise defined herein, all capitalized terms and expressions used in this Agreement will have the same meaning as defined in the Mortgage. In this Agreement, "**Province**" means the Province of Ontario.

NOW THEREFORE in consideration of the Lender making the Loan to the Borrower and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Borrower and Beneficial Owner), the Borrower and Beneficial Owner hereby agree in favour of the Lender as follows:

1. Each of the Borrower and the Beneficial Owner confirm to the Lender that the Borrower holds registered title to the Property as bare trustee or nominee for and on behalf of the Beneficial Owner as the sole unregistered or beneficial owner thereof. The Beneficial Owner consents to the Loan transaction contemplated by the Loan Documents and irrevocably authorizes and directs the Borrower to execute and deliver the Loan Documents to the Lender. The Beneficial Owner confirms and agrees that its unregistered and beneficial right, title and interest in the Property including, if there is more than one Beneficial Owner, all right, title, interest and claims of each Beneficial Owner under Applicable Laws and/or any and all existing and future agreements, instruments and security establishing, relating to or governing the relationship amongst such Beneficial Owners as co-owners or otherwise (including without limitation, any co-ownership, co-tenancy or other similar agreements, and any co-owner cross-charges and other security) are and will at all times remain subject and subordinate to the Liens created by Mortgage and all of the other Loan Documents and all Loan Indebtedness secured thereby, and the Beneficial Owner hereby subordinates and postpones all of its right, title, interest and claims in and to the Property to and in favour of the Mortgage and all other Loan Documents. The Beneficial Owner confirms there are no Liens on its unregistered or beneficial ownership interest in the Property except the Mortgage, the other Loan Documents and Permitted Encumbrances.

2. The Beneficial Owner hereby grants to the Lender a first priority mortgage, charge, assignment and security interest in all of the Beneficial Owner's right, title and interest in all real and personal property comprising or forming part of the Property from time to time as security for the payment and performance of all Loan Indebtedness when due and on the same terms and conditions as the mortgage, charge, assignment and security interest of such Property granted by the Borrower to the Lender.

3. The Beneficial Owner agrees to be bound by and comply with the following provisions of the Loan Documents in each case as if it had executed such Loan Documents in place and stead of the Borrower: (i) Subsection 4.02(d) of the Mortgage restricting Transfers and Liens of the Property, (ii) Sections 3.02, 3.03 and 3.04 of the General Assignment of Rents and Leases restricting new Leases and renewals and extensions of Leases and other dealings with Rents and Leases (and the equivalent provisions of the Mortgage), (iii) any provision of the Loan Documents which grants the Lender a power of attorney with respect to any matter, (iv) the provisions of the Commitment Letter which limit recourse to the Lender Entities; (v) Section 10.10 of the Mortgage relating to extension, renewal or amendment of the Loan and/or any of the Loan Documents, and (vi) any covenant, liability or obligation under any of the Loan Documents which states (whether by reference to the Beneficial Owner directly, to "each Borrower Entity", to any unregistered or beneficial owner of the Property or otherwise) that it has been entered into for or on behalf of the Beneficial Owner or which is otherwise expressed to be a covenant, liability or obligation of the Beneficial Owner, whether or not the Beneficial Owner is specifically named therein or is a party thereto, and whether or not any other Person is or become bound thereby.

4. The provisions of Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Agreement, *mutatis mutandis*. Without limiting the foregoing, the following provisions will also apply to this Agreement. If

more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Beneficial Owner hereunder, then the obligations and liabilities of all such Persons so named or who otherwise become liable for the obligations and liabilities of the Beneficial Owner will be joint and several. The Loan, the Loan Indebtedness, the Loan Documents or any interest therein may be sold, transferred or assigned by the Lender or any other Person having or acquiring any ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without the consent of or notice to the Beneficial Owner or any other Borrower Entity or Person. This Agreement will enure to the benefit of and will be binding on the parties hereto and their respective personal representatives, executors, administrators, heirs, successors and assigns. The Beneficial Owner acknowledges receipt of a copy of the Commitment Letter (including all amendments made up to and including the date of the Loan advance), the Mortgage and each of the other Loan Documents. The Beneficial Owner hereby irrevocably consents to any extension, renewal or amendment of the Loan and /or any of the Loan Documents made by the Lender and the Borrower from time to time and acknowledge and agree that this Agreement will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Lender, notwithstanding any such extension, renewal or amendment.

5. The Beneficial Owner will furnish to the Lender promptly upon demand by Lender from time to time financial statements and other information relating to the Beneficial Owner, in form and substance acceptable to the Lender. The Beneficial Owner hereby represents and warrants to the Lender that all financial statements and other information previously provided or to be provided to any Lender Entity with respect to such Beneficial Owner are and will be complete and correct in all material respects and include all material facts and circumstances concerning the financial or other condition or status of the Beneficial Owner, its business and operations necessary to ensure all such statements and information are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein.

6. The Beneficial Owner acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of the Beneficial Owner or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity, 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 Beneficial Owner or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (iv) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (v) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Beneficial Owner irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

7. Any notice, demand or other communication to be made or given to the Borrower or Beneficial Owner may be made or given by personal delivery, by registered mail or by email transmission addressed to such Person at 612A Welland Avenue., St. Catharines, Ontario, L2M 3Y1, Attention: President, Email: david@villagesinc.com, or to the last known address of the Beneficial Owner as shown in the Lender's records. Any demand, notice or communication given by personal delivery will be conclusively deemed to have been given on the day of actual

delivery thereof, and if given by registered mail, on the third Business Day following the deposit thereof in the mail, and if given by email transmission, on the day and at the time which is one (1) hour after the transmission thereof.

8. This Agreement shall be governed by the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this Agreement; and each of the Borrower and Beneficial Owner consents to the jurisdiction of the courts of such Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and each of the Borrower and Beneficial Owner unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Lender to bring proceedings against the Borrower, Beneficial Owner or any other Borrower Entity in the courts of any other jurisdiction.

9. Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in the Loan Documents will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Agreement or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Agreement or any other Loan Document.

10. This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Borrower and Beneficial Owner have executed this Agreement under seal as of the date set out above.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, and the Corporation has the authority to bind the Partnership.

This is Exhibit "T" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

SUBORDINATION AND STANDSTILL AGREEMENT
("Villages of Port Elgin")

THIS AGREEMENT is made as of November 30th, 2020,

BETWEEN:

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
in its capacity as lender under and holder of the Prior Loan (as defined below),
herein called the "**Prior Lender**",

- and -

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
in its capacity as lender under and holder of the Subordinate Loan (as defined below),
herein called the "**Subordinate Lender**",

- and -

WESTCAN CEDAR GROVE VILLAGES INC.,
herein called the "**Borrower**").

WHEREAS the Subordinate Lender has made a loan (the "**Subordinate Loan**") to the Borrower in the principal amount of $2,250,000 which is secured by the following security: (a) a second ranking charge of the lands and premises described on Schedule "A" hereto (the "**Property**") registered in the Land Registry Office for the Land Titles Division of Bruce (No. 3) (the "**LRO**") on June 6, 2020 as Instrument No. BR155943 (the "**Subordinate Mortgage**"); (b) a general assignment of leases and rents registered in the LRO on June 6, 2020 as Instrument No. BR155944; and (c) a general security agreement dated May 28, 2020 registered under the *Personal Property Security Act* (Ontario), as amended (the "**PPSA**"), as Registration No. 20200526-0958-1590-4225, Reference File No. 762108156 (the Subordinate Loan and all existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Subordinate Lender thereunder from time to time are herein called the "**Subordinate Indebtedness**", and such security and all other additional or collateral security now or hereafter securing the Subordinate Indebtedness are herein collectively called the "**Subordinate Security**");

AND WHEREAS the Prior Lender has made or intends to make a loan (the "**Prior Loan**") to the Borrower in the principal amount of up to $7,500,000 which is secured by the following security: (a) a first charge of the Property registered in the LRO on November 30th, 2020 as Instrument No. BR162698 (the "**Prior Mortgage**"); (b) a general assignment of leases and rents registered in the LRO on November 30th, 2020 as Instrument No. BR162699; and (c) a general security agreement dated November 30th, 2020 registered under the (i) Ontario PPSA Reference File Nos. 768040182, 768040416, 768040479, (ii) Alberta PPSA Reference File Nos. 20112605015, 20112605065, and (iii) Manitoba PPSA Reference File No. 202019864806 (all existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Prior Lender from time to time pursuant to the Prior Loan, including but not limited to the principal sum, all interest thereon, all future advances and all other amounts owing to the Prior Lender thereunder from time to time, and including all reserves payable to the Prior Lender relating to the Prior Loan, are called the "**Prior Indebtedness**", and such security and all other additional or collateral security now or hereafter securing the Prior Indebtedness are herein collectively called the "**Prior Security**");

AND WHEREAS the Subordinate Lender has agreed to subordinate and postpone the Subordinate Indebtedness and the Subordinate Security to and in favour of the Prior Indebtedness and the Prior Security. Reference herein to the Subordinate Indebtedness, Subordinate Security, Prior Indebtedness and Prior Security includes all renewals, extensions, amendments, modifications, and restatements thereof or thereto from time to time, provided that (i) there is no increase in the principal amount of the Prior Indebtedness and Prior Security save and except for any accrued and unpaid Costs (as defined in the Prior Security) or any protective advances made in consequence of any default under the Prior Security, and (ii) there is no increase of the rate of interest payable in respect of the Prior Indebtedness other than as a result in fluctuations of the Prime Rate (as defined in the Prior Security).

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

1. Definitions.

In addition to capitalized words and phrases elsewhere defined herein, in this Agreement the following capitalized words and phrases shall have the following meanings ascribed thereto:

(a) "**Enforcement Action**" means the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or obtaining the appointment of a receiver, a manager or a receiver and manager or other person having similar powers in respect of any person or property, attornment of rents, taking possession or control of any property or any action or proceeding seeking payment or recovery of all or any part of any indebtedness or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, any bankruptcy proceedings; provided, however, that an Enforcement Action does not include (i) the giving of notice of any default and/or making any demand for payment which does not include any of the foregoing actions or proceedings, (ii) filing a proof of claim or other similar or analogous document with respect to the Subordinate Loan in any bankruptcy or insolvency proceeding under applicable legislation in order to affirm, preserve or prove the amount of the Subordinate Loan, or (iii) the exercise by the Subordinate Lender of any right of redemption of the Prior Loan which may be available to the Subordinate Lender pursuant to applicable laws following the occurrence of any default or "Event of Default" under the Prior Loan and/or the Prior Security;

2. Covenants, Representations and Warranties of Subordinate Lender.

The Subordinate Lender consents to the Prior Indebtedness and the Prior Security and represents and warrants to the Prior Lender that the Subordinate Indebtedness and the Subordinate Security are in good standing, unamended, and the Borrower is not in default thereunder. Upon request by the Prior Lender from time to time, the Subordinate Lender shall provide to the Prior Lender copies of the Subordinate Security and/or a statement confirming the status thereof, including the amount of the Subordinate Indebtedness then outstanding, the then applicable interest rate and payment terms and particulars of all existing or alleged defaults by the Borrower in respect thereof.

3. Covenants, Representations and Warranties of Prior Lender.

The Prior Lender consents to the Subordinate Indebtedness and the Subordinate Security and the registration thereof as applicable, and represents and warrants to the Subordinate Lender that the Prior Indebtedness and the Prior Security are in good standing, unamended, and the Borrower is not in default thereunder. At any time following the occurrence of, and from time to time during the period of, any default or "Event of Default" under the Subordinate Loan and/or the Subordinate Security, upon request by the Subordinate Lender, the Prior Lender shall provide to the Subordinate Lender copies of the Prior Security and/or a statement confirming the status thereof, including the amount of the Prior Indebtedness then outstanding, the then applicable interest rate and payment terms and particulars of all existing or alleged defaults by the Borrower in respect thereof.

4. Subordination and Postponement.

The Subordinate Lender hereby subordinates and postpones the Subordinate Security and the Subordinate Indebtedness to the Prior Security and the Prior Indebtedness and agrees with the Prior Lender that the Prior Security shall be a first priority lien and charge against the Property for the full amount of the Prior Indebtedness in full priority to the Subordinate Security and the Subordinate Indebtedness. The subordination and postponement of the Subordinate Security and the Subordinate Indebtedness to the Prior Security and the Prior Indebtedness shall include subordination and postponement of the same to the extent required to make the Prior Security a first priority lien and charge against the Property for the entire amount of the Prior Indebtedness at all times. No discharge, release or waiver by the Prior Lender of any of the Prior Security against or in respect of any part of the Property or any person, or any amendment, renewal, extension, replacement, modification, supplement or restatement of any Prior Indebtedness and/or the Prior Security, shall affect the subordination and postponement of the Subordinate Security and the Subordinate Indebtedness hereby granted by the Subordinate Lender; provided that, except with the written consent of the Subordinate Lender (i) there shall not be any increase in the principal amount of the Prior Indebtedness and Prior Security save and except for any accrued and unpaid Costs (as defined in the Prior Security) or any protective advances made in consequence of any default under the Prior Security, and (ii) there shall not be any increase of the rate of interest payable in respect of the Prior Indebtedness other than as a result in fluctuations of the Prime Rate (as defined in the Prior Security). The Subordinate Lender shall not amend, modify, replace, supplement or restate the Subordinate Indebtedness or the Subordinate Security without the prior written consent of the Prior Lender, such consent not to be unreasonably witheld. The Prior Lender acknowledges and agrees that the maximum amount which could be outstanding under the Prior Loan is $7,500,000 plus accrued and unpaid interest, accrued and unpaid Costs (as defined in the

Prior Security) and the aggregate amount of any protective advances made in consequence of any default under the Prior Security.

5. Rights of Subordinate Lender regarding Default.

In the event that the Borrower is in default under the Prior Security, the Subordinate Lender shall have the right (but without obligation) to cure any default under the Prior Security within the applicable curing period (if any) under the Prior Security relating thereto. In addition, with respect to any monetary default under the Prior Security, the Subordinate Lender shall be entitled (but not obligated) to cure any such default within the period that is ten (10) business days beyond any applicable curing period under the Prior Security relating thereto (or, if there is no applicable curing period, within the period that is ten (10) business days beyond the date on which the Subordinate Lender receives notice of such default).

With respect to any default under the Prior Security that has resulted in the Prior Lender demanding repayment of the entire Prior Indebtedness and until such demand has been withdrawn, or should the Borrower be in default under the Subordinate Security, the Subordinate Lender shall be entitled (but not obligated) to repay all amounts then outstanding under the Prior Security (excluding any exit fees, prepayment fees, yield maintenance payments or similar prepayment charges and any additional liquidated damages amounts and any amounts charged in violation of applicable law) within the period that is twenty (20) business days beyond the date notice of such demand by the Prior Lender is received by the Subordinate Lender. In the event that the Subordinate Lender repays the full indebtedness of the Borrower to the Prior Lender, the Subordinate Lender shall be entitled to an assignment of all of the Prior Security held by the Prior Lender.

6. Intentionally Deleted.

7. Payments.

Upon receiving notice of a default under the Prior Loan or the Prior Security and until the Prior Indebtedness is repaid in full or receipt of further notice that such default has been cured, the Subordinate Lender agrees that (i) all rents, revenue, income, cash flow and other proceeds arising from or relating to the Property ("**Rents**") shall not be applied to any payment on account of the Subordinate Indebtedness, and (ii) it shall not accept any payment on account of the Subordinate Indebtedness which the Subordinate Lender knows or reasonably ought to know are payments made from Rents, and if any such payments are received, the Subordinate Lender shall immediately pay such amount to the Prior Lender without deduction. All expropriation and condemnation proceeds relating to the Property shall be dealt with and applied, whether before or after any default under or in respect of the Prior Indebtedness or the Subordinate Indebtedness, in accordance with the provisions of the Prior Security, notwithstanding any provision to the contrary in the Subordinate Security. The Prior Lender and the Subordinate Lender shall provide reasonable cooperation to each other following the giving of such notice of default to ensure the provisions of this paragraph are complied with.

8. Standstill.

Notwithstanding any default under the Subordinate Loan or the Subordinate Security, until such time as the Prior Indebtedness and all other amounts owed to the Prior Lender in connection with the Prior Loan have been repaid in full,

(a) prior to receiving notice of any default under the Prior Loan and/or the Prior Security, the Subordinate Lender will not accept any money or other property on account of, or require to be made, any payments under the Subordinate Loan or the Subordinate Security, other than (i) fees and costs due and owing to the Subordinate Lender, (ii) regular monthly interest payments accruing on the Subordinate Indebtedness then outstanding provided that the Prior Loan is not the source of funds therefor, and (iii) prepayment or repayment of the Subordinate Indebtedness in accordance with the provisions of the Subordinate Security;

(b) upon receiving notice of any default under the Prior Loan and/or the Prior Security, and until the Prior Indebtedness has been repaid in full or receipt of further notice that such default has been cured, the Subordinate Lender will not accept any money or other property on account of, or require to be made, any payments under the Subordinate Loan or the Subordinate Security, save and except and only to the extent of payment thereof out of any reserve funds held by or on behalf of the Subordinate Lender;

(c) the Subordinate Lender shall not take any Enforcement Action under or in respect of the Subordinate Security or the Subordinate Indebtedness with respect to all or any part of the Property or against the Borrower without reasonable prior notice to and the written consent of the Prior Lender, which consent may be given or withheld by the Prior

Lender in its sole discretion; provided that, if the Prior Lender fails to initiate any Enforcement Action within sixty (60) days after the delivery of a notice of default under the Subordinate Security, the Subordinate Lender may take any and all such Enforcement Actions without the Prior Lender's consent but on at least two (2) Business Days' prior written notice to the Prior Lender, which notice shall specify the proposed Enforcement Action(s) to be taken by the Subordinate Lender; and

(d) the Subordinate Lender shall not challenge, contest or bring into question the validity, priority or perfection of the Prior Security or any Enforcement Action taken by the Prior Lender under or in respect of the Prior Security or Prior Indebtedness against the Borrower or against all or any part of the Property.

9. Intentionally Deleted.

10. Assignment.

The Prior Lender may not transfer or assign its interest in the Prior Loan and the Prior Security to any Person without the prior consent of the Subordinate Lender, not to be unreasonably withheld or delayed, and provided that such transferee or assignee executes the same form of this Agreement in favour of the Subordinate Lender or otherwise agrees to become bound by this Agreement in such form as is satisfactory to the Subordinate Lender and its solicitors, both acting reasonably.

The Subordinate Lender may not transfer or assign its interest in the Subordinate Loan and the Subordinate Security to any Person without the prior consent of the Prior Lender, not to be unreasonably withheld or delayed, and provided that such transferee or assignee executes an agreement in the same form as this Agreement in favour of the Prior Lender or otherwise agrees to become bound by this Agreement in such form as is satisfactory to the Prior Lender and its solicitors, both acting reasonably. Notwithstanding the forgoing, the Subordinate Lender may transfer or assign its interest in the Subordinate Loan and the Subordinate Security, without the consent of the Prior Lender, to any Person which is a fund or account managed by IMC Limited Partnership provided that (i) the Subordinate Lender gives not less than seven (7) days prior written notice to the Prior Lender before doing so; and (ii) such transferee or assignee executes an agreement in the same form as this Agreement in favour of the Prior Lender or otherwise agrees to become bound by this Agreement in such form as is satisfactory to the Prior Lender and its solicitors, both acting reasonably.

11. Further Assurances.

The Subordinate Lender shall execute upon request by the Prior Lender such further documents or instruments and take such further action as the Prior Lender may reasonably require from time to time to carry out the intent of this agreement, including, without limitation, executing and delivering any short form subordination and postponement agreement or instrument to register or record or file notice of the subordination and postponement of the Subordinate Security and the Subordinate Indebtedness on title to the Property and/or in any other office of public record and to give notice to third parties of the provisions of this agreement.

12. Notices.

Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing and may be made or given by personal delivery, by registered mail or by facsimile transmission to the address for service of the recipient set forth below. Any demand, notice or communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, and if given by registered mail, on the third business day following the deposit thereof in the mail, and if given by facsimile transmission, on the first business day following the transmittal thereof. The address for service for each party is as follows: (i) if to the Prior Lender, in care of Institutional Mortgage Servicing at TD Centre, TD North Tower, 77 King Street West, Suite 4120, Toronto, Ontario M5K 1G8, Fax No. 416-814-3905, (ii) if to the Subordinate Lender at TD Centre, TD North Tower, 77 King Street West, Suite 4120, Toronto, Ontario M5K 1G8, Fax No. 416-814-3905, and (iii) if to the Borrower, at its address for service set out in the Prior Security and the Subordinate Security (which shall at all times be the same address). If any party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect delivery of mail, such demand, notice or other communication shall not be mailed, but shall be given by personal delivery or by facsimile transmission. Any party hereto may change its address for service to which notices hereunder are required to be made or given by notice to other parties in accordance herewith.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the Property is located and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this agreement; and the Subordinate Lender consents to the jurisdiction of the courts of such Province and irrevocably agrees that all actions or proceedings arising out of or relating to this agreement shall be litigated in such courts and the Subordinate Lender unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law.

14. Successors.

The acknowledgements and agreements contained in this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Where any reference is made in this agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust.

15. Counterparts.

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

16. Reciprocal Notice.

Any default notice sent by the Prior Lender to the Borrower as provided herein shall also at the same time be sent to the Subordinate Lender provided that the failure to provide notice will not attract any liability or damages against the Prior Lender. Any default notice sent by the Subordinate Lender to the Borrower as provided herein shall also at the same time be sent to the Prior Lender provided that the failure to provide notice will not attract any liability or damages against the Subordinate Lender.

17. Further Assurances by the Borrower.

The Borrower hereby acknowledges this Agreement and the subordination of the priority of the Subordinate Security to the Prior Security to the same effect as if all monies secured or intended to be secured by the Prior Security were events prior to the creation and registration of the Subordinate Security and the advance of any monies secured by the Subordinate Security as have been or will be advanced, and the Borrower expressly agrees to perform its obligations to the Prior Lender and the Subordinate Lender and hold and deal with the Property in accordance with the priorities set out in this Agreement and to execute any instruments giving effect to such subordination and postponement as may be required by the Prior Lender or Subordinate Lender from time to time for such purpose. The Borrower agrees to pay or fully reimburse each of the Prior Lender and the Subordinate Lender for all reasonable legal and other costs and expenses of every nature and kind incurred by them in connection with their execution and delivery of this Agreement and all related postponement and subordination documents required in connection with this Agreement and the implementation hereof in accordance with the priorities set out herein, which if not paid shall form part of the Prior Loan and/or the Subordinate Loan, as the case may be, and bear interest at the rate payable in respect of the Prior Security and/or the Subordinate Security as the case may be.

18. No Rights Conferred on Borrower.

Nothing in this Agreement will be construed as conferring any rights upon the Borrower or any other third party. The terms and conditions hereof are and will be for the sole and exclusive benefit of the Prior Lender and the Subordinate Lender.

19. Registration Particulars.

The respective solicitors for each of the Prior Lender and the Subordinate Lender are hereby authorized to complete herein particulars of registration of the Prior Security once registered.

20. Amendment of Agreement.

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Prior Lender and the Subordinate Lender. The parties agree that the consent of the Borrower shall not be required for any such supplement, modification, waiver or termination.

IN WITNESS WHEREOF each of the parties have duly executed this agreement under seal.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
(in its capacity as Prior Lender)

Per:_____
Jean Monardo, Vice-President

I have the authority to bind the Corporation.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
(in its capacity as Subordinate Lender)

Per:_____
Darren Schmidt, Managing Director

I have the authority to bind the Corporation.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

19. Registration Particulars.

The respective solicitors for each of the Prior Lender and the Subordinate Lender are hereby authorized to complete herein particulars of registration of the Prior Security once registered.

20. Amendment of Agreement.

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Prior Lender and the Subordinate Lender. The parties agree that the consent of the Borrower shall not be required for any such supplement, modification, waiver or termination.

IN WITNESS WHEREOF each of the parties have duly executed this agreement under seal.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
(in its capacity as Prior Lender)

Per:_____
Jean Monardo, Vice-President

I have the authority to bind the Corporation.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
(in its capacity as Subordinate Lender)

Per:_____
Darren Schmidt, Managing Director

I have the authority to bind the Corporation.

WESTCAN CEDAR GROVE VILLAGES INC.

Per:_____
Geoffrey Fulton, President

I have authority to bind the Corporation.

SCHEDULE "A"

Lands

Municipal Address:

5007 Highway 21, Saugeen Shores, Ontario

Legal Description:

Part Lot 8, Concession 6 Saugeen, Saugeen Shores, Ontario, and
Part Lots 6-8, Concession 5 Saugeen, Saugeen Shores, Ontario
Being the whole of PIN 33246-0625 LT

This is Exhibit "U" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Source Instruments

Registration No.	*Date*	*Type of Instrument*
BR155943	2020 06 01	Charge/Mortgage

Party From(s)

Name INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address for Service TD Centre, TD North Tower
77 King Street West, P. O. Box 117,
Suite 4120
Toronto, Ontario, M5K 1G8
("Villages of Port Elgin - 2nd Mortgage")

I, JEAN MONARDO, SENIOR VICE-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 INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Address for Service TD Centre, TD North Tower
77 King Street West, P. O. Box 117, Suite 4120
Toronto, Ontario, M5K 1G8
("Villages of Port Elgin - 1st Mortgage")

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number BR162698 registered on 2020/11/30

Schedule: The Applicant also postpones the rights under the selected instrument to the rights under Instrument No. BR162699

The Applicant also postpones the rights under Instrument No. BR155944 to the rights under Instrument Nos. BR162698 and BR162699.

The rights postponed hereby include postponement to all future advances under Instrument No. BR162698.

Signed By

Helena Clara	600-390 Bay Street Toronto M5H 2Y2	acting for Party From(s)	Signed	2020 11 30

Tel 416-868-1900

Fax 416-868-1708

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

Submitted By

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP	600-390 Bay Street Toronto M5H 2Y2	2020 11 30

Tel 416-868-1900

Fax 416-868-1708

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

File Number

Party To Client File Number : 20200467 / IMC POSTPMT 2ND TO 1ST

This is Exhibit "V" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Government of Alberta

Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2025/12/22
Time of Search: 07:48 AM

Service Request No: 46127042
Customer Reference No: 07052420-EDD3_5_5872973

Registration No: LP8352452
Current Business Name: CARLTON TRAIL LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 1999/06/16 YYYY/MM/DD
Home Jurisdiction: MANITOBA
Home Jurisdiction Registration Number: 4035054
Valid In Home Jurisdiction: Y

Current General Partner:

Last/Legal Entity Name: CARLTON TRAIL PROPERTIES LTD.
Street: 1, 1715 - 27 AVENUE NE
City: CALGARY
Province: ALBERTA
Postal Code: T2E7E1

Other Information:

Filing History:

List Date	Type of Filing
1999/06/16	Register Limited Partnership
2010/12/30	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Gov't-Certified Copy of Certificate of LP and all Amendments (Ex-Prov)	10000696000302450	1999/06/16

Letter of Status (Ex-Prov)	10000496000302451	1999/06/16
Notarially-Certified Copy of LP Agreement and all Amendments (Ex-Prov)	10000296000302452	1999/06/16
Notice to Amend	10000196000302457	1999/08/17
Notice to Amend	10000300000236398	2000/11/24
Notice to Amend	10000207103490575	2010/12/30

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

This is Exhibit "W" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2025/12/22
Time of Search: 09:31 AM

Service Request Number: 46128119
Customer Reference Number: 07053021-EDD3_5_5873561

Corporate Access Number: 2015758648
Business Number:
Legal Entity Name: CARLTON TRAIL PROPERTIES LTD.

Legal Entity Status: Con Out
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Continuance
Previous Canadian/Foreign Jurisdiction: CANADA
Date of Continuance into Alberta: 2010/12/16 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 1999/06/11 YYYY/MM/DD

Registered Office:
Street: #1, 1715 - 27 AVENUE NE
City: CALGARY
Province: ALBERTA
Postal Code: T2E7E1

Records Address:
Street: #1, 1715 - 27 AVENUE NE
City: CALGARY
Province: ALBERTA
Postal Code: T2E7E1

Directors:

Last Name: FULTON
First Name: GEOFFREY
Street/Box Number: #1, 1715 - 27 AVENUE NE
City: CALGARY

Province: ALBERTA
Postal Code: T2E7E1

Last Name: MARSHALL
First Name: KINGSLEY
Street/Box Number: 9 MAPLE RIDGE ESTATES
City: STRATHMORE
Province: ALBERTA
Postal Code: T1P1G6

Last Name: MENDELSON
First Name: MICHAEL
Street/Box Number: 38 AVENUE ROAD, SUITE 612
City: TORONTO
Province: ONTARIO
Postal Code: M5R2G2

Voting Shareholders:

Last Name: BLAKE CASSELS & GRAYDON LLP
Street: 3500, 855 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P4J8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF SHARES OF ONE CLASS DESIGNATED AS "COMMON SHARES".
Share Transfers Restrictions:	NO SHARE(S) IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE PRIOR CONSENT OF THE BOARD OF DIRECTORS OF THE CORPORATION EXPRESSED BY RESOLUTION.
Min Number Of	3

Directors:

Max Number Of Directors: 9

Business Restricted To: NONE.

Business Restricted From: NONE.

Other Provisions: THE ANNEXED SCHEDULE "A" IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CARLTON TRAIL LIMITED PARTNERSHIP	LP8352452

Other Information:

Continuance Out

Jurisdiction Name: CANADA

Corporate Access Number in New Jurisdiction: 9066110

Name in New Jurisdiction: CARLTON TRAIL PROPERTIES LTD.

Continuance Out Date: 2014/11/24 YYYY/MM/DD

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2013	2013/06/02

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2010/12/16	Continuance Into Alberta
2010/12/17	Update Plan of Arrangement - No Amendment

2013/06/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2014/10/28	Request Continuance to Another Jurisdiction
2014/11/24	Complete Continuance to Another Jurisdiction

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2010/12/16
Letter of Approval	10000807103531219	2010/12/16
Articles/Plan of Arrangement/Court Order	10000607103531244	2010/12/17
Certificate of Continuance	10000907120084004	2014/11/24

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **4035062**
Entity Name : **CARLTON TRAIL PROPERTIES LTD.**

As of : 22-Dec-2025

Entity Name :	CARLTON TRAIL PROPERTIES LTD.
Registry No :	4035062
Business No :	866244379MC0001
Current Status :	Active
Entity Type :	BUSINESS CORPORATION
Entity Sub Type :	FEDERAL- SHARE CORPORATION
Incorp/Amalg Date :	11-Jun-1999
Home Jurisdiction :	CANADA
Date Registered in Manitoba :	11-Jun-1999
Annual Return/Renewal Date :	31-Jul-2026
Year of Last A/R - Renewal :	2025
Nature of Business :	INVESTMENT AND/OR HOLDING COMPANY
NAICS Code :	551113

Registered Office Address :

Effective date, if changing address :	11-Jun-1999
Address :	BAY 6, 820 28TH STREET NE
City/Province :	CALGARY, AB
Country/Postal Code :	CANADA, T2A 6K1

Mailing Address :

Name :	
Address :	PITBLADO LLP, 2500-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4H6

Director Information :

Name :	FULTON, GEOFFREY
Address :	BAY 6, 820 28TH STREER NE
City/Province :	CALGARY, AB
Country/Postal Code :	CANADA, T2A 6K1
Name :	MARSHALL, KINGSLEY
Address :	147 STRATHMORE LAKES BLVD
City/Province :	STRATHMORE, AB
Country/Postal Code :	CANADA, T1P 1Y8
Name :	MENDELSON, MICHAEL
Address :	612 38 AVENUE RD
City/Province :	TORONTO, ON
Country/Postal Code :	CANADA, M5R 2G2

Officer Information :

Name :	ANWAR, AYESHA
Address :	BAY 6, 820-28TH STREET NE
City/Province :	CALGARY, AB
Country/Postal Code :	CANADA, T2A 6K1
Position Held as Officer :	CONTROLLER
Name :	FULTON, GEOFFREY
Address :	BAY 6, 820 28TH STREET NE
City/Province :	CALGARY, AB

Country/Postal Code :	CANADA, T2A 6K1
Position Held as Officer :	PRESIDENT

Power(s) of Attorney :

Name :	KORMYLO, THOMAS J D
Address :	2500 - 360 MAIN STREET
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4H6

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	07-Sep-2017	2017
ANNUAL RETURN (Filed on the Web)	09-Aug-2018	2018
COMPLIANCE STATUS - DEFAULT	19-Aug-2019	
ANNUAL RETURN (Filed on the Web)	09-Sep-2019	2019
COMPLIANCE STATUS - DEFAULT	24-Aug-2020	
ANNUAL RETURN (Filed on the Web)	06-Nov-2020	2020
ANNUAL RETURN (Filed on the Web)	09-Aug-2021	2021
COMPLIANCE STATUS - DEFAULT	22-Aug-2022	
ANNUAL RETURN (Filed on the Web)	30-Aug-2022	2022
ANNUAL RETURN (Filed on the Web)	04-Aug-2023	2023
COMPLIANCE STATUS - DEFAULT	19-Aug-2024	
COMPLIANCE STATUS - NOTICE	02-Jul-2025	
ANNUAL RETURN (Filed on the Web)	07-Jul-2025	2024
ANNUAL RETURN (Filed on the Web)	07-Jul-2025	2025

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is Exhibit "X" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

FULL RECOURSE GUARANTEE
("Villages of Port Elgin - 2nd Mortgage Loan")

THIS GUARANTEE is made as of May 28, 2020 (this "**Guarantee**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. ("**Lender**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, CARLTON TRAIL LIMITED PARTNERSHIP and MICHAEL JOHN GEOFFREY FULTON (individually and collectively, the "**Guarantor**").

WHEREAS the Lender is making a loan (the "**Loan**") to Westcan Cedar Gove Villages Inc. (the "**Borrower**") in the original principal amount of $2,250,000.00 pursuant to a commitment letter dated May 22, 2020 (the "**Commitment Letter**") and secured by a second priority mortgage and charge (the "**Mortgage**") of certain lands and premises known comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**"). As a condition of the Loan, the Guarantor has agreed to provide this Guarantee to the Lender. Unless otherwise defined herein, the capitalized terms and expressions used in this Guarantee have the same meaning as set out in the Mortgage. In this Guarantee, "**Province**" means the Province of Ontario.

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, 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 by the Guarantor), the Guarantor covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - GUARANTEE

Section 1.01 Guarantee.

The Guarantor hereby unconditionally and irrevocably guarantees payment and performance by the Borrower to the Lender of all Loan Indebtedness and any and all other debts, liabilities and obligations, 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 or unsatisfied by the Borrower to the Lender relating to the Loan (hereinafter collectively referred to as the "**Obligations**"), together with interest thereon as provided in Section 4.01.

Section 1.02 Indemnity.

If any or all of the Obligations are not duly performed by the Borrower and are not performed under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to perform such Obligations.

Section 1.03 Primary Obligation.

If any or all of the Obligations are not duly performed by the Borrower and are not performed under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by the Guarantor as primary obligor.

Section 1.04 Liability.

The liability of the Guarantor hereunder is and shall be for the full amount of the Obligations without apportionment, limitation or restriction of any kind.

Section 1.05 Joint and Several.

If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Guarantor hereunder, then the obligations and liabilities of all such Persons will be joint and several.

Section 1.06 Guarantee Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be impaired or limited by, or otherwise affected by: (a) any lack of validity or enforceability of any agreements between any Lender Entity and any Borrower Entity, including any of the Loan Documents or any change in the time, manner or place of payment of or in any

other term of such agreements or the failure on the part of any Borrower Entity to carry out any of its obligations under such agreements; (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government; (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of, or any other change in, any Borrower Entity, Lender Entity or any other party to any agreement to which any Lender Entity is a party, including without limitation, any change in the constitution of any partnership comprising any Lender Entity or Borrower Entity (including the Guarantor); (d) any lack or limitation of power, incapacity or disability on the part of any Borrower Entity or any Lender Entity or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of any Borrower Entity in its obligations to the Lender; (e) any extension or renewal of the Loan or other obligation under the Loan Documents; (f) any sale or assignment of the Loan or any Transfer; (g) the withdrawal or removal of the Guarantor from any current or future position of ownership, management or control of any Borrower Entity or the Property; (h) the accuracy or inaccuracy of the representations and warranties made by any Borrower Entity in any of the Loan Documents; (i) the release of any Borrower Entity or other Person from performance or observance of any obligation contained in any of the Loan Documents, by operation of law, voluntary act or otherwise; (j) the release or substitution in whole or in part of any security or collateral for the Loan, including any Defeasance; (k) the failure of any Person to record, register, perfect, protect, secure or ensure the Lender's security; (l) the modification of any Loan Document; (m) the exercise of any remedies against the Property, any Borrower Entity or other Person; (n) any course of dealings by any Lender Entity with the Property, any Borrower Entity or any other Person; or (o) any other law, regulation or other circumstance which might otherwise constitute a defence available to, or a discharge of, any Borrower Entity in respect of any or all of the Obligations.

Section 1.07 REIT Provision

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Guarantee will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Guarantee or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Guarantee or any other Loan Document.

ARTICLE 2 - DEALINGS WITH BORROWER AND OTHERS

Section 2.01 No Release.

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by any Lender Entity in connection with any duties or liabilities of any Borrower Entity to any Lender Entity or any security therefor including any loss of or in respect of any security received by the Lender. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, the Lender may discontinue, reduce, increase or otherwise vary the credit of any Borrower Entity in any manner whatsoever without the consent of or notice to the Guarantor and may either with or without consideration and both before and after an Event of Default:

(a) make any change in the time, manner or place of payment under, or in any other term of, any agreement between any Borrower Entity and the Lender;

(b) grant time, renewals, extensions, indulgences, releases and discharges to any Borrower Entity;

(c) take or abstain from taking or enforcing securities or collateral from any Borrower Entity or from perfecting securities or collateral of any Borrower Entity;

(d) accept compromises from any Borrower Entity;

(e) apply all money at any time received from any Borrower Entity 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

(f) otherwise deal with any Borrower Entity and all other Persons and securities as the Lender may see fit.

Without limiting the foregoing, the Guarantor hereby irrevocably consents to any extension, renewal or amendment of the Loan and/or any of the Loan Documents made by the Lender and the Borrower from time to time and acknowledges and agrees that this Guarantee will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Lender with respect to all of the Obligations (as extended, renewed or amended thereby), notwithstanding any such extension, renewal or amendment.

ARTICLE 3 - CONTINUING GUARANTEE

Section 3.01 Continuing Guarantee.

This Guarantee will be a continuing guarantee of the Obligations and will apply to and secure any ultimate balance due or remaining due to the Lender and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. The Guarantor will not be released or discharged from any of its obligations hereunder except upon payment of the total amount guaranteed hereunder together with interest thereon as provided in Section 4.01 and all Costs. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of any Borrower Entity or otherwise, all as though such payment had not been made. 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.

ARTICLE 4 - DEMAND AND INTEREST

Section 4.01 Demand and Interest.

The Lender will be entitled to make demand upon the Guarantor at any time upon the occurrence of any Event of Default (as defined in the Mortgage) and upon such Event of Default the Lender may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder whether or not such Obligations are yet due and payable at the time of demand for payment hereunder. The Guarantor will make payment to the Lender of the total amount guaranteed hereunder forthwith after demand therefor is made to the Guarantor. The Guarantor will pay interest to the Lender at the Interest Rate (as defined in the Mortgage) on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor. The Lender will not be bound or obligated to exhaust its recourse against any Borrower Entity or other Persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder. In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that either the Guarantor or any Borrower Entity may have against the Lender. The Guarantor will pay all reasonable Costs incurred by the Lender in enforcing this Guarantee.

ARTICLE 5 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

Section 5.01 Assignment, Postponement and Subrogation.

All debts and liabilities, present and future, of the Borrower to any party comprising the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by any party comprising the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full. The Guarantor will not be entitled to subrogation until the Obligations are performed and paid in full.

ARTICLE 6 - GENERAL

Section 6.01 Benefit of the Guarantee.

The Guarantor acknowledges and agrees that the Lender may hold the Loan, this Guarantee and the other Loan Documents either for its own account and/or as custodian and agent for all Persons having or acquiring an ownership interest in the Loan from time to time and this Guarantee will enure to the benefit of the Lender and each such Person and their respective successors and assigns (whether or not any such Persons are a party hereto). The Guarantor agrees that the Lender will be entitled to hold and enforce all rights and hold the benefit of this Guarantee on behalf and for the benefit of itself and each such Person. Without limiting the foregoing, the Guarantor further agrees that all enforcement actions or proceedings may be brought by the Lender under the Loan and this Guarantee on behalf of itself and all Persons having or acquiring an ownership interest in the Loan from time to time and waives any requirement that any such person be a party to any such actions or proceedings. This Guarantee will be binding upon the Guarantor and its heirs, legal representatives, successors and assigns. Where any reference is made in this Guarantee to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust. The Loan, the Loan Indebtedness, the Loan Documents (including this Guarantee) or any interest therein may be sold, transferred or assigned by the Lender and/or any other Person having or acquiring an ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Guarantor, any other Borrower Entity or Person.

Section 6.02 Entire Agreement.

This Guarantee constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter of this Guarantee except as expressly set forth herein. The Lender will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Lender will be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with.

Section 6.03 Amendments and Waivers.

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

Section 6.04 Severability.

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Section 6.05 Notices.

Any demand, notice or other communication to be made or given to the Guarantor in connection with this Guarantee may be made or given by personal delivery, by registered mail or by facsimile transmission addressed to the Guarantor at 177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Attention: President, Fax No. 416-598-1067, or to the last known address of the Guarantor as shown in the Lender's records. Any demand, notice or communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof, and if given by registered mail, on the third Business Day following deposit thereof in the mail, and if given by facsimile transmission, on the first Business Day following the transmittal thereof.

Section 6.06 Financial Statements.

The Guarantor will furnish to the Lender promptly upon demand by Lender from time to time financial statements of the Guarantor, in form and substance acceptable to the Lender. The Guarantor hereby represents and warrants to the Lender that all financial statements and other information previously provided or to be provided to any Lender Entity with respect to the Guarantor are and will be complete and correct in all material respects and include all material facts and circumstances concerning the financial or other condition or status of the Guarantor, its business and operations necessary to ensure all such statements and information are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein.

Section 6.07 Release of Information.

The Guarantor acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of the Guarantor or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity (other than confidential information of a personal nature relating to any Borrower Entity that is an individual), 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 Indemnitor or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (iv) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (v) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Guarantor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

Section 6.08 Governing Law.

This Guarantee will be governed by and construed in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this Guarantee; and the Guarantor consents to the jurisdiction of the courts of such Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Guarantee will be litigated in such courts and the Guarantor unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guarantee, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Lender to bring proceedings against the Guarantor or any other Borrower Entity in the courts of any other jurisdiction.

Section 6.09 General.

The Guarantor acknowledges having received and reviewed a copy of the Commitment Letter (including all amendments thereto made up to and including the Loan advance), the Mortgage, this Guarantee and each of the other Loan Documents. Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Guarantee *mutatis mutandis*.

Section 6.10 Counterparts.

This Guarantee may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee under seal as of the date set out above with the intention that this Guarantee be a specialty under Applicable Laws and acknowledges receipt of a fully executed copy thereof.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its sole general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, which has the authority to bind the Partnership.

CARLTON TRAIL LIMITED PARTNERSHIP, by its sole general partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation and the Corporation has authority to bind the Partnership.

WITNESS:)
)
)
_____)
)

_____
MICHAEL JOHN GEOFFREY FULTON

This is Exhibit "Y" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

FULL RECOURSE GUARANTEE
("Villages of Port Elgin - 1st Mortgage Loan")

THIS GUARANTEE is made as of November 30th, 2020 (this "**Guarantee**") between INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. ("**Lender**") and WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, CARLTON TRAIL LIMITED PARTNERSHIP and MICHAEL JOHN GEOFFREY FULTON (individually and collectively, the "**Guarantor**").

WHEREAS the Lender is making a loan (the "**Loan**") to Westcan Cedar Gove Villages Inc. (the "**Borrower**") in the original principal amount of up to $7,500,000 pursuant to a commitment letter dated November 12, 2020 (the "**Commitment Letter**") and secured by a first priority mortgage and charge (the "**Mortgage**") of certain lands and premises known comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (as defined in the Mortgage, the "**Property**"). As a condition of the Loan, the Guarantor has agreed to provide this Guarantee to the Lender. Unless otherwise defined herein, the capitalized terms and expressions used in this Guarantee have the same meaning as set out in the Mortgage. In this Guarantee, "**Province**" means the Province of Ontario.

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained, 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 by the Guarantor), the Guarantor covenants and agrees with and in favour of the Lender as follows:

ARTICLE 1 - GUARANTEE

Section 1.01 Guarantee.

The Guarantor hereby unconditionally and irrevocably guarantees payment and performance by the Borrower to the Lender of all Loan Indebtedness and any and all other debts, liabilities and obligations, 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 or unsatisfied by the Borrower to the Lender relating to the Loan (hereinafter collectively referred to as the "**Obligations**"), together with interest thereon as provided in Section 4.01.

Section 1.02 Indemnity.

If any or all of the Obligations are not duly performed by the Borrower and are not performed under Section 1.01 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to perform such Obligations.

Section 1.03 Primary Obligation.

If any or all of the Obligations are not duly performed by the Borrower and are not performed under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by the Guarantor as primary obligor.

Section 1.04 Liability.

The liability of the Guarantor hereunder is and shall be for the full amount of the Obligations without apportionment, limitation or restriction of any kind.

Section 1.05 Joint and Several.

If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Guarantor hereunder, then the obligations and liabilities of all such Persons will be joint and several.

Section 1.06 Guarantee Absolute

The liability of the Guarantor hereunder will be absolute and unconditional and will not be impaired or limited by, or otherwise affected by: (a) any lack of validity or enforceability of any agreements between any Lender Entity and any Borrower Entity, including any of the Loan Documents or any change in the time, manner or place of payment of or in any

other term of such agreements or the failure on the part of any Borrower Entity to carry out any of its obligations under such agreements; (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government; (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of, or any other change in, any Borrower Entity, Lender Entity or any other party to any agreement to which any Lender Entity is a party, including without limitation, any change in the constitution of any partnership comprising any Lender Entity or Borrower Entity (including the Guarantor); (d) any lack or limitation of power, incapacity or disability on the part of any Borrower Entity or any Lender Entity or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of any Borrower Entity in its obligations to the Lender; (e) any extension or renewal of the Loan or other obligation under the Loan Documents; (f) any sale or assignment of the Loan or any Transfer; (g) the withdrawal or removal of the Guarantor from any current or future position of ownership, management or control of any Borrower Entity or the Property; (h) the accuracy or inaccuracy of the representations and warranties made by any Borrower Entity in any of the Loan Documents; (i) the release of any Borrower Entity or other Person from performance or observance of any obligation contained in any of the Loan Documents, by operation of law, voluntary act or otherwise; (j) the release or substitution in whole or in part of any security or collateral for the Loan, including any Defeasance; (k) the failure of any Person to record, register, perfect, protect, secure or ensure the Lender's security; (l) the modification of any Loan Document; (m) the exercise of any remedies against the Property, any Borrower Entity or other Person; (n) any course of dealings by any Lender Entity with the Property, any Borrower Entity or any other Person; or (o) any other law, regulation or other circumstance which might otherwise constitute a defence available to, or a discharge of, any Borrower Entity in respect of any or all of the Obligations.

Section 1.07 REIT Provision

Notwithstanding any other provision of any Loan Document, if any Borrower Entity is a real estate investment trust (a "REIT"), the obligations of the REIT under the Loan Documents are not personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from, the private property of any of: (a) the unit holders of the REIT; (b) annuitants or beneficiaries under a plan of which a unit holder of the REIT acts as a trustee or carrier; and (c) trustees, officers or employees of the REIT, provided that the Property will remain bound by and subject to the Mortgage and the other Loan Documents, and the Lender will have full recourse to the Property, at all times and without limitation or restriction of any kind. Any obligation of the REIT set out in this Guarantee will, to the extent necessary to give effect to such obligation, be deemed to constitute, subject to the provisions of the previous sentence, an obligation of the trustees of the REIT in their capacity as trustees of the REIT. Nothing herein will (i) constitute a bar to any action against the REIT for specific performance of any of its obligations under this Guarantee or any other Loan Document or (ii) limit, restrict or otherwise affect the validity or enforceability of the obligations and liabilities of any Borrower Entity under this Guarantee or any other Loan Document.

ARTICLE 2 - DEALINGS WITH BORROWER AND OTHERS

Section 2.01 No Release.

The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, suffered or permitted by any Lender Entity in connection with any duties or liabilities of any Borrower Entity to any Lender Entity or any security therefor including any loss of or in respect of any security received by the Lender. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, the Lender may discontinue, reduce, increase or otherwise vary the credit of any Borrower Entity in any manner whatsoever without the consent of or notice to the Guarantor and may either with or without consideration and both before and after an Event of Default:

(a) make any change in the time, manner or place of payment under, or in any other term of, any agreement between any Borrower Entity and the Lender;

(b) grant time, renewals, extensions, indulgences, releases and discharges to any Borrower Entity;

(c) take or abstain from taking or enforcing securities or collateral from any Borrower Entity or from perfecting securities or collateral of any Borrower Entity;

(d) accept compromises from any Borrower Entity;

(e) apply all money at any time received from any Borrower Entity 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

(f) otherwise deal with any Borrower Entity and all other Persons and securities as the Lender may see fit.

Without limiting the foregoing, the Guarantor hereby irrevocably consents to any extension, renewal or amendment of the Loan and/or any of the Loan Documents made by the Lender and the Borrower from time to time and acknowledges and agrees that this Guarantee will remain in full force and effect and will continue to apply and be binding on it for the benefit of the Lender with respect to all of the Obligations (as extended, renewed or amended thereby), notwithstanding any such extension, renewal or amendment.

ARTICLE 3 - CONTINUING GUARANTEE

Section 3.01 Continuing Guarantee.

This Guarantee will be a continuing guarantee of the Obligations and will apply to and secure any ultimate balance due or remaining due to the Lender and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. The Guarantor will not be released or discharged from any of its obligations hereunder except upon payment of the total amount guaranteed hereunder together with interest thereon as provided in Section 4.01 and all Costs. This Guarantee will continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of any Borrower Entity or otherwise, all as though such payment had not been made. 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.

ARTICLE 4 - DEMAND AND INTEREST

Section 4.01 Demand and Interest.

The Lender will be entitled to make demand upon the Guarantor at any time upon the occurrence of any Event of Default (as defined in the Mortgage) and upon such Event of Default the Lender may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder whether or not such Obligations are yet due and payable at the time of demand for payment hereunder. The Guarantor will make payment to the Lender of the total amount guaranteed hereunder forthwith after demand therefor is made to the Guarantor. The Guarantor will pay interest to the Lender at the Interest Rate (as defined in the Mortgage) on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor. The Lender will not be bound or obligated to exhaust its recourse against any Borrower Entity or other Persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor hereunder. In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that either the Guarantor or any Borrower Entity may have against the Lender. The Guarantor will pay all reasonable Costs incurred by the Lender in enforcing this Guarantee.

ARTICLE 5 - ASSIGNMENT, POSTPONEMENT AND SUBROGATION

Section 5.01 Assignment, Postponement and Subrogation.

All debts and liabilities, present and future, of the Borrower to any party comprising the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by any party comprising the Guarantor in respect thereof will be held in trust for the Lender and forthwith upon receipt will be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full. The Guarantor will not be entitled to subrogation until the Obligations are performed and paid in full.

ARTICLE 6 - GENERAL

Section 6.01 Benefit of the Guarantee.

The Guarantor acknowledges and agrees that the Lender may hold the Loan, this Guarantee and the other Loan Documents either for its own account and/or as custodian and agent for all Persons having or acquiring an ownership interest in the Loan from time to time and this Guarantee will enure to the benefit of the Lender and each such Person and their respective successors and assigns (whether or not any such Persons are a party hereto). The Guarantor agrees that the Lender will be entitled to hold and enforce all rights and hold the benefit of this Guarantee on behalf and for the benefit of itself and each such Person. Without limiting the foregoing, the Guarantor further agrees that all enforcement actions or proceedings may be brought by the Lender under the Loan and this Guarantee on behalf of itself and all Persons having or acquiring an ownership interest in the Loan from time to time and waives any requirement that any such person be a party to any such actions or proceedings. This Guarantee will be binding upon the Guarantor and its heirs, legal representatives, successors and assigns. Where any reference is made in this Guarantee to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference will be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust. The Loan, the Loan Indebtedness, the Loan Documents (including this Guarantee) or any interest therein may be sold, transferred or assigned by the Lender and/or any other Person having or acquiring an ownership interest in the Loan from time to time at any time and to any Person as it may determine in its sole discretion without restriction and without notice to or the consent of the Guarantor, any other Borrower Entity or Person.

Section 6.02 Entire Agreement.

This Guarantee constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter of this Guarantee except as expressly set forth herein. The Lender will not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Lender will be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with.

Section 6.03 Amendments and Waivers.

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

Section 6.04 Severability.

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Section 6.05 Notices.

Any demand, notice or other communication to be made or given to the Guarantor in connection with this Guarantee may be made or given by personal delivery, by registered mail or by email transmission addressed to the Guarantor as follows, or to the last known address of the Guarantor as shown in the Lender's records:

(a) to Westcan Cedar Grove Limited Partnership and/or Carlton Trail Limited Partnership at 612A Welland Avenue, St. Catharines, Ontario, L2M 3Y1, Attention: The President, Email: david@villagesinc.com; and

(a) to Michael John Geoffrey Fulton at 177 Roxborough Drive, Toronto, Ontario, M4W 3B5, Email: geoff.fulton@calgary-capital.com.

Any demand, notice or communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof, and if given by registered mail, on the third Business Day following deposit thereof in the mail, and if given by email transmission, on the day and at the time which is one (1) hour after the transmission thereof.

Section 6.06 Financial Statements.

The Guarantor will furnish to the Lender promptly upon demand by Lender from time to time financial statements of the Guarantor, in form and substance acceptable to the Lender. The Guarantor hereby represents and warrants to the Lender that all financial statements and other information previously provided or to be provided to any Lender Entity with respect to the Guarantor are and will be complete and correct in all material respects and include all material facts and circumstances concerning the financial or other condition or status of the Guarantor, its business and operations necessary to ensure all such statements and information are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein.

Section 6.07 Release of Information.

The Guarantor acknowledges and agrees that the Loan may be sold or syndicated without restriction and without notice to or the consent of the Guarantor or any other Borrower Entity. Each Lender Entity 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 any Lender Entity relating to any Borrower Entity (other than confidential information of a personal nature relating to any Borrower Entity that is an individual), 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 Indemnitor or any other Borrower Entity as follows: (i) to any existing or proposed Lender Entity; (ii) to any subsequent or proposed purchaser of or investor in the Loan or any interest therein; (iii) to any Governmental Authority having jurisdiction over such sale or syndication of the Loan or any trade of any interest in the Loan; (iv) to any other Person in connection with the sale or syndication of the Loan or in connection with any collection or enforcement proceedings taken under or in respect of the Loan and/or the Loan Documents; and (v) to any third party advisors and agents of any of the foregoing Persons, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers. The Guarantor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

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

Section 6.08 Governing Law.

This Guarantee will be governed by and construed in accordance with the laws of the Province and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this Guarantee; and the Guarantor consents to the jurisdiction of the courts of such Province and irrevocably agrees that, subject to the Lender's election in its sole discretion to the contrary, all actions or proceedings arising out of or relating to this Guarantee will be litigated in such courts and the Guarantor unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guarantee, provided nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the Lender to bring proceedings against the Guarantor or any other Borrower Entity in the courts of any other jurisdiction.

Section 6.09 General.

The Guarantor acknowledges having received and reviewed a copy of the Commitment Letter (including all amendments thereto made up to and including the Loan advance), the Mortgage, this Guarantee and each of the other Loan Documents. Sections 1.02 and 1.03 of the Mortgage are incorporated in and form part of this Guarantee *mutatis mutandis*.

Section 6.10 Counterparts.

This Guarantee may be executed in several counterparts, each of which when so executed will be deemed to be an original and which counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee under seal as of the date set out above with the intention that this Guarantee be a specialty under Applicable Laws and acknowledges receipt of a fully executed copy thereof.

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, by its sole general partner, **WESTCAN CEDAR GROVE VILLAGES INC.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation, which has the authority to bind the Partnership.

CARLTON TRAIL LIMITED PARTNERSHIP, by its sole general partner, **CARLTON TRAIL PROPERTIES LTD.**

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation and the Corporation has authority to bind the Partnership.

WITNESS)
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)

_____
MICHAEL JOHN GEOFFREY FULTON

This is Exhibit "Z" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN	33246 - 0625 LT	*Interest/Estate*	Fee Simple
Description	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES		
Address	5007 HIGHWAY 21 PORT ELGIN		

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	WESTCAN CEDAR GROVE VILLAGES INC.
Address for Service	c/o Villages Inc. 3774 Concession Road 5 Loretto, Ontario LOG 1 LO Attention: David McDonald

I, Geoffrey Fulton, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name	OLYMPIA TRUST COMPANY
Address for Service	125-9th Avenue SE, Calgary AB T2G 0P6

Statements

Schedule: The mortgagee is more accurately described as follows: Olympia Trust Company in trust for David McDonald Account No. 252739 as to $170,000 of the principal and for Kerry Busby Account No. 252449 as to $300,000 of the principal

Provisions

Principal	$470,000.00	*Currency*	CDN
Calculation Period	Semi-annually not in advance		
Balance Due Date	2024/02/15		
Interest Rate	7%		
Payments	$8,225.00		
Interest Adjustment Date			
Payment Date	Payments are interest only payable quarterly on the 15th of May, August, November, and February starting on May 15, 2021.		
First Payment Date	2021 05 15		
Last Payment Date	2024 02 15		
Standard Charge Terms	9320		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

Payments of interest only.

Notwithstanding anything herein contained, or the Standard Charge Terms, the Chargor covenants and agrees with the Chargee that in the event of the Chargor changing its ownership or selling, conveying or transferring, the property hereby mortgaged (the "Property") or any part thereof or entering into an agreement for sale or transfer of the Property or any part thereof to a purchaser or transferee not approved of in writing by the Chargee, all monies hereby secured with accrued interest thereon shall be forthwith due and payable at the option of the Chargee.

Signed By

Peter Currie	54 Cecil Street Toronto M5T 1N4	acting for Chargor(s)	Signed 2021 03 09

Tel 416-593-1301

Fax 416-593-4734

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

Submitted By

711219 ONTARIO LIMITED		54 Cecil Street Toronto M5T 1N4	2021 03 10
Tel	416-593-1301		
Fax	416-593-4734		

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

This is Exhibit "AA" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Applicant(s)

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

Name WESTCAN CEDAR GROVE VILLAGES INC.
Address for Service c/o Villages Inc. 3774 Concession Road
5 Loretto, Ontario LOG 1LO
Attention: David McDonald

I, Geoffrey Fulton, 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 OLYMPIA TRUST COMPANY

Address for Service 2200, 125 9th Avenue SE, Calgary< AB T2G 0P6

Statements

The applicant(s) acknowledges that the lessor assigning their rights is not the registered owner

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, BR166321 registered on 2021/03/10 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Peter Currie 54 Cecil Street acting for Signed 2021 03 09
Toronto Applicant(s)
M5T 1N4

Tel 416-593-1301

Fax 416-593-4734

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

Peter Currie 54 Cecil Street acting for Signed 2021 03 09
Toronto Party To(s)
M5T 1N4

Tel 416-593-1301

Fax 416-593-4734

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

Submitted By

711219 ONTARIO LIMITED 54 Cecil Street 2021 03 10
Toronto
M5T 1N4

Tel 416-593-1301

Fax 416-593-4734

Fees/Taxes/Payment

Statutory Registration Fee $65.30

Total Paid $65.30

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made as of the day of registration of the electronic instrument to which this agreement is attached as a schedule.

BETWEEN:

WESTCAN CEDAR GROVE VILLAGES INC.

hereinafter called the "**Assignor**"

OF THE FIRST PART,

AND

OLYMPIA TRUST COMPANY

hereinafter called the "**Assignee**"

OF THE SECOND PART.

WITNESSES THAT WHEREAS:

The Assignor is the owner of the Lands subject to the Charge and has agreed to enter into this agreement with the Chargee as collateral security for the due payment of the Charge;

Now therefore it is hereby covenanted, agreed and declared as follows.

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,

(a) "**Charge**" means a charge of with respect to the Lands from the Assignor to the Chargee securing the principal sum of $470,000.00 (in trust for David McDonald Account No. 2525739, as to $170,000.00 and Kerry Busby Account No. 252449 as to $300,000.00) and interest thereon registered in the Land Registry Office No. 80 on the same date as this General Assignment of Rents.

(b) "**Lands**" means the interest in the lands and premises described in the "Properties" section of the document to which this Schedule is attached.

(c) "**Leases**" includes:

(i) every existing and future lease and agreement to lease or occupy in respect of the whole or any portion of the Lands;

(ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;

(iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and

(iv) every existing and future assignment of, and agreement to assume, the obligations of tenants of the whole or any portion of the Lands;

(d) "**Rents**" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.

2. The Assignor hereby assigns to the Chargee, its successors and assigns (as security for the principal, interest, and other amounts secured by the Charge and until the monies due under and by virtue of the Charge have been fully paid and satisfied), (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the name of the Chargee, as the Chargee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands or in the name of the Chargee, as the Chargee may elect in its sole discretion.

3. The Assignor hereby represents, warrants, covenants and agrees that:

(a) the Assignor will not without the prior written consent of the Chargee perform, or omit to perform, any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or any obligations of any other party thereunder or in connection therewith, other than in the ordinary course of business;

(c) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;, other than in the ordinary course of business;

(d) none of the Rents have been discounted, released, waived, compromised or otherwise discharged, except as permitted by the Assignor in the ordinary course of business;

(e) there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto, except as permitted by the Assignor in the ordinary course of business;

(f) there is no outstanding dispute under any of the Leases by any party thereto, except as permitted by the Assignor in the ordinary course of business; and

(g) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases.

3. The Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the Chargee shall give notice to the tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Chargee.

4. Nothing contained herein or in any statute shall have the effect of making the Chargee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Chargee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a chargee in possession of the Lands or the charged premises and the Chargee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Chargee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.

5. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Chargee from time to time to perfect this agreement and assignment. The Assignor will from time to time at the reasonable request of the Chargee furnish to the Chargee a copy of the current rent roll showing the basic terms of all Leases and, if requested by the Chargee, give the Chargee a specific assignment of the Rents thereunder in form satisfactory to the Chargee.

7. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Charge; and that none of the rights or remedies of the Chargee under the Charge shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Charge this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.

8. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.

9. This agreement and everything herein contained shall extend to, bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

[signatures follow on next page]

IN WITNESS WHEREOF the Assignor has executed this Agreement.

WESTCAN CEDAR GROVE VILLAGES INC.

Per:_____
Name: Geoffrey Fulton
Title: President.

I have authority to bind the corporation.

This is Exhibit "BB" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

SUBORDINATION AND STANDSTILL AGREEMENT
(OTC 3rd Mortgage to IMC 1st Mortgage)

THIS AGREEMENT (this "**Agreement**") is made as of the ____day of November, 2020,

BETWEEN:

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
hereinafter called the "**Senior Lender**",

- and -

OLYMPIA TRUST COMPANY,
hereinafter called the "**Subordinate Lender**",

- and -

WESTCAN CEDAR GROVE VILLAGES INC.
hereinafter called the "**Borrower**";

WHEREAS the Borrower is or will become indebted to the Senior Lender for a loan (the "**Senior Loan**") in the original principal amount of up to $7,500,000 on the security of, inter alia, a first priority mortgage and charge (the "**Senior Mortgage**") of the Lands. The Senior Loan includes all existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Senior Lender from time to time, including but not limited to the principal sum, all interest thereon, all future advances and all other amounts owing to the Senior Lender thereunder from time to time, and including all reserves payable to the Senior Lender relating to the Senior Loan. The Senior Mortgage, all other security now or hereafter securing the Senior Loan (including a first priority assignment of all rents and leases from or relating to the Property and a general security agreement with respect to all equipment and other personal property comprising or used in connection with the operation of the Property) and each guarantee and indemnity in favour of the Senior Lender relating to the Senior Loan are collectively called the "**Senior Security**";

AND WHEREAS the Subordinate Lender (in trust for David McDonald Account No. 252739 and Kerry Busby Account No. 252449**)** has made or provided or will make or provide a loan and/or certain credit facilities (collectively, the "**Subordinate Loan**") to the Borrower which is or will be secured by a third priority Charge/Mortgage of the Property made by the Borrower in favour of the Subordinate Lender securing the principal amount of $470,000 together with interest thereon and other charges and upon terms and conditions as stipulated therein, and registered on title to the Property as Instrument No. BR_____ (the "**Subordinate Security**");

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of TWO DOLLARS ($2.00) and other good and valuable consideration now paid or given by each party to each of the others (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto hereby covenant and agree as follows:

1. **Definitions** - In addition to capitalized words and phrases elsewhere defined herein, in this Agreement the following capitalized words and phrases shall have the following meanings ascribed thereto:

   (a) "**Borrower Entity**" means: (i) the Borrower; (ii) each person having a beneficial ownership interest in all or any part of the Property from time to time; (iii) each person who or which is obligated to guarantee of all or part of the Senior Loan or the Subordinate Loan, as the case may be; and (iv) each person who or which is obligated to provide indemnity with respect to any matter relating to the Property or the Senior Loan or the Subordinate Loan, as the case may be;

   (b) "**Enforcement Action**" means, in respect of the Property or any Borrower Entity, the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or obtaining the appointment of a receiver, a manager or a receiver and manager or other person having similar powers in respect of any person or property, attornment of rents, taking possession or control of any property or

undertaking, giving any notice of intention to enforce security or commencing or pursuing any action or proceeding seeking payment or recovery of all or any part of any indebtedness or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, any bankruptcy proceedings; provided, however, that an Enforcement Action does not include (i) the giving of notice of any default and/or making any demand for payment which does not include any of the foregoing actions or proceedings, (ii) filing a proof of claim or other similar or analogous document with respect to the Subordinate Loan in any bankruptcy or insolvency proceeding under applicable legislation in order to affirm, preserve or prove the amount of the Subordinate Loan, or (iii) the exercise by the Subordinate Lender of any right of redemption of the Senior Loan which may be available to the Subordinate Lender pursuant to applicable laws following the occurrence of any default or "Event of Default" under the Senior Loan and/or the Senior Security;

(c) "**Institutional Lender**" means (i) a Schedule 1 bank, (ii) a Schedule 2 bank, regulated investment bank, trust company, loan company or savings and loan association, (iii) an insurance company, pension plan, pension fund, pension advisory firm, mutual fund, real estate investment trust, mortgage investment corporation, investment company or money management firm whose net assets exceed $250,000,000, (iv) any investment fund, limited partnership, trust or any other investment vehicle where at least fifty per cent (50%) of the equity or beneficial interests in such investment fund, limited partnership trust or other investment vehicle are owned, directly or indirectly by one or more persons described in clauses (i), (ii) or (iii) above; or (v) any person(s), directly or indirectly, controlled by, or under common control with, any person(s) described in clauses (i), (ii) or (iii) above;

(d) "**Lands**" means the lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario;

(e) "**Property**" means, collectively, (i) all legal and beneficial right, title, estate and interest in and to the Lands, (ii) all buildings, structures, fixtures, and improvements of any nature or kind now or hereafter located on the Lands, (iii) all machinery, equipment, appliances, furniture, furnishings, chattels, fixtures (including all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other similar property of every kind and nature whatsoever now or hereafter located upon or used in connection with the Lands or appurtenant thereto, (iv) all present and future leases, offers to lease, subleases, concessions, licenses and other contracts and agreements affecting the use, enjoyment or occupancy of the Lands or any portion thereof (including, if a hotel, all guest rooms, meeting rooms, restaurants and other food and beverage facilities), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security, (v) all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Lands, including, if a hotel, all guest rooms, meeting rooms, restaurants and other food and beverage facilities, vending machines, telephone and television systems, guest laundry and the provision or sale of any goods or services, and (vi) all other appurtenances to the Lands; and

(f) "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property.

2. **Consent and Status of Senior Loan** - The Senior Lender consents to the Subordinate Loan and the Subordinate Security and represents and warrants to the Subordinate Lender that, as at the date hereof, (i) the Borrower has paid to the Senior Lender (or such other party as the Senior Lender may have directed) all monies, if any, due and owing under the Senior Loan up to and including the date hereof; and (ii) the Borrower is in good standing in all respects under the terms and conditions of the Senior Loan and the Senior Security.

3. **Consent and Status of Subordinate Loan** - The Subordinate Lender consents to the Senior Loan and the Senior Security and represents and warrants to the Senior Lender that:

(a) the Subordinate Security is, and until the Senior Loan is repaid in full will remain, the only security held by the Subordinate Lender encumbering, relating to or in respect of the Property;

(b) except as disclosed by registered title to the Property, the provisions of the Subordinate Security have not been, and until the Senior Loan is repaid in full will not be, amended in any way whatsoever;

(c) as at the date hereof, (i) the principal balance outstanding under the Subordinate Loan is $470,000; (ii) the Borrower has paid to the Subordinate Lender (or such other party as the Subordinate Lender may have directed) all monies, if any, due and owing under the Subordinate Loan up to and including the date hereof; and (iii) the Borrower is in good standing in all respects under the terms and conditions of the Subordinate Loan and the Subordinate Security.

4. **Subordination and Acknowledgement of Priority** - The Subordinate Lender hereby subordinates and postpones all of its rights, title and interest in and to the Subordinate Loan and the Subordinate Security to and favour of all of the rights, title and interest of the Senior Lender in and to the Senior Loan and the Senior Security. The Senior Loan and the Senior Security and all monies now or hereafter advanced thereunder and secured thereby shall have undisputed priority in all respects over all rights, title and interest which the Subordinate Lender may have in and to the Property under or pursuant to the Subordinate Loan and the Subordinate Security including, without limitation, the Rents; and for greater clarity and without limiting the generality of the foregoing, the Subordinate Lender acknowledges and agrees that such priority of the Senior Loan and the Senior Security shall include and extend to all accrued and unpaid interest, all costs and expenses of every nature and kind whatsoever, all monies paid or advanced by the Senior Lender pursuant to or in connection with any default or Enforcement Action taken under any of the Senior Security in order to protect the Senior Lender's interest in the Property and full recovery of the Senior Loan.

5. **Rents and Other Proceeds** - The Subordinate Lender agrees that:

(a) upon receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, and until receipt of further notice by or on behalf of the Senior Lender that such default has been cured, (i) the Rents shall not be applied to any payment on account of the Subordinate Loan until the Senior Loan is paid in full, and (ii) the Subordinate Lender shall not accept any payment on account of the Subordinate Loan which the Subordinate Lender knows or reasonably ought to know are payments made from the Rents, and if any such payments are received, the Subordinate Lender shall immediately pay such amount(s) to the Senior Lender without deduction;

(b) all insurance, expropriation and condemnation proceeds relating to the Property shall be dealt with and applied, whether before or after any default under or in respect of the Senior Loan or the Subordinate Loan, in accordance with the provisions of the Senior Security notwithstanding any provision to the contrary in the Subordinate Security; and

(c) the Subordinate Lender shall provide reasonable cooperation to the Senior Lender following the giving of such notice of default to ensure the provisions of this paragraph are complied with.

6. **Standstill** - Notwithstanding any default by any Borrower Entity under the Subordinate Loan or the Subordinate Security or in respect of the any other loans or indebtedness secured by the Subordinate Security or in respect of any other security held by the Subordinate Lender in connection with such loans or indebtedness, until such time as all amounts owed to the Senior Lender in connection with the Senior Loan have been repaid in full,

(a) prior to receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, the Subordinate Lender will not accept or require to be made any payments under the Subordinate Loan or the Subordinate Security, other than regular monthly interest payments under the Subordinate Loan provided that the Senior Loan is not the source of funds therefor;

(b) upon receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, and until the Senior Indebtedness has been repaid in full or

receipt of further notice by or on behalf of the Senior Lender that such default has been cured, the Subordinate Lender will not accept or require to be made any payments under the Subordinate Loan or the Subordinate Security;

(c) the Subordinate Lender will not take any Enforcement Action under or in respect of the Subordinate Security or the Subordinate Loan with respect to all or any part of the Property or against any Borrower Entity without reasonable prior notice to and the written consent of the Senior Lender, which consent may be given or withheld by the Senior Lender in its sole discretion; and

(d) the Subordinate Lender will not challenge, contest or bring into question the validity, priority or perfection of the Senior Security or any Enforcement Action taken by the Senior Lender under or in respect of the Senior Loan or the Senior Security against the any Borrower Entity or against all or any part of the Property.

7. **Notice of Default and Right to Cure** -

(a) By written notice given in accordance with Section 13 hereof, the Senior Lender shall concurrently provide to the Subordinate Lender a copy of each notice of default under the Senior Security or demand for payment given by the Senior Lender to any Borrower Entity. The Subordinate Lender shall have the right, but not the obligation, to cure any default or "Event of Default" under the Senior Loan and/or the Senior Security at any time, subject to any bar or limitation thereof by operation of any applicable laws or any agreement or other commitment made by the Senior Lender during the period of default or any judgment or order of any Court of competent jurisdiction.

(b) By written notice given in accordance with Section 13 hereof, the Subordinate Lender shall concurrently provide to the Senior Lender a copy of each notice of default under the Subordinate Security or demand for payment given by the Subordinate Lender to any Borrower Entity. The Senior Lender shall have the right, but not the obligation, to cure any default or "Event of Default" under the Subordinate Loan and/or the Subordinate Security at any time, subject to any bar or limitation thereof by operation of any applicable laws or any agreement or other commitment made by the Subordinate Lender during the period of default or any judgment or order of any Court of competent jurisdiction.

8. **Development Consents, Partial Discharges, Etc.** - Notwithstanding any default by any Borrower Entity under the Subordinate Loan or the Subordinate Security or in respect of the any other loans or indebtedness secured by the Subordinate Security or in respect of any other security held by the Subordinate Lender in connection with such loans or indebtedness, the Subordinate Lender will execute and deliver upon the written request of any Borrower Entity or the Senior Lender, without requiring payment of any kind other than the reasonable legal costs of the Subordinate Lender's solicitors, all agreements, consents, postponements, partial discharges and other usual documentation required in connection with development or redevelopment of the Property or any part thereof.

9. **Renewals & Amendments of Senior Loan** - Upon each request from time to time by the Senior Lender or its solicitors, the Subordinate Lender will execute and deliver to the Senior Lender any consent, acknowledgement, subordination, postponement or other agreement in respect of the Subordinate Security so as to permit any and all renewals, extensions, amendments or other variation of the Senior Loan, the Senior Security and/or any other security held by the Senior Lender in connection with the Senior Loan, provided that the principal amount secured by the Senior Security is not increased above the amount referred to herein and that any such amendments, extensions or other variations provide for interest and are upon such other terms and conditions as are commercially reasonable and consistent with mortgage lending practices generally applied to properties comparable to the Property. No discharge, release or waiver by the Senior Lender of any of the Senior Security against or in respect of any part the Property or any person, and no renewal, extension or restatement of the Senior Loan and/or the Senior Security without any amendment or modification other than any such renewal, extension or restatement, shall require notice to or the consent of Subordinate Lender or otherwise affect the subordination and postponement of the Subordinate Security and the Subordinate Loan hereby granted by the Subordinate Lender.

10. **Changes to Subordinate Loan and Security**. The Subordinate Lender shall not amend, extend, renew, modify, replace, supplement or restate the Subordinate Loan or the Subordinate Security without the prior written consent

of the Senior Lender, which consent may be given or withheld by the Senior Lender in its sole discretion.

11. **Assignments** -

(a) The Senior Lender may transfer or assign its interest in the Senior Loan and this Agreement without restriction and without prior notice to or the consent of the Subordinate Lender.

(b) The Subordinate Lender may transfer or assign its interest in the Subordinate Loan and the Subordinate Security to any Institutional Lender without restriction or the consent of the Senior Lender provided that: (i) the Subordinate Lender gives not less than seven (7) days prior written notice to the Senior Lender before doing so; and (ii) such transferee or assignee executes the same form of this Agreement in favour of the Senior Lender or otherwise agrees to become bound by this Agreement in such form as is satisfactory to the Senior Lender and its solicitors, both acting reasonably. Except in accordance with the preceding sentence or with the prior written consent of the Senior Lender, the Subordinate Lender will not transfer or assign the Subordinate Loan or the Subordinate Security to any other party.

12. **Borrower Covenants** - The Borrower hereby (a) acknowledges and consents to this Agreement, (b) agrees to be bound by the respective priorities of the Senior Lender and the Subordinate Lender as set out herein, and (c) covenants and agrees that it shall not pay or cause or permit to be paid any monies to the Subordinate Lender in contravention of the terms of this Agreement. Nothing in this Agreement shall create any rights in favour of or obligations to the Borrower, and the covenants and agreements of the Senior Lender and the Subordinate Lender herein shall not be enforceable by the Borrower. The Borrower agrees to pay or fully reimburse each of the Senior Lender and the Subordinate Lender for all reasonable legal and other costs and expenses of every nature and kind incurred by them in connection with their execution and delivery of this Agreement and all related postponement and subordination documents required in connection with this Agreement and the implementation hereof in accordance with the priorities set out herein, which if not paid shall form part of the Prior Loan and/or the Subordinate Loan, as the case may be, and bear interest at the rate payable in respect of the Senior Security and/or the Subordinate Security as the case may be.

13. **Notices** - All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail, facsimile transmission or email addressed to the relevant party at its address for service set out in the Senior Security or the Subordinate Security as the case may be. Any notice given by personal delivery shall be deemed to have been received on the day of and at the time of such delivery, provided that if such day is not a business day, then such notice shall be deemed to have been received at 9:00 a.m. on the next following business day. Any notice given by facsimile transmission or email transmission shall be deemed to have been received, in the absence of evidence to the contrary, on the day of and one (1) hour after the time of its transmission. A read receipt in respect of any notice given by email transmission shall constitute rebuttable presumptive evidence that such notice was received by the party intended to receive it. Any notice given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile transmission or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile transmission or email transmission. Any party may from time to time, by notice given as provided herein, change its mailing address, email address or fax number for the purposes of this provision.

14. **Counterparts & Consolidation** - This Agreement may be executed by each party in two or more counterparts, and when each of them has executed and delivered a counterpart of this Agreement to all other parties, such counterparts taken together shall be deemed to be a fully executed original copy of this Agreement as though each party had executed the same document. Each counterpart shall, notwithstanding the date of its execution, be deemed to bear the date first set out above. Each Subordinate Lender and the Borrower hereby irrevocably consents to and authorizes the Senior Lender and its solicitors to consolidate the signed pages of each such executed counterpart into a single document, which consolidated document shall be deemed to be a fully executed original copy of this Agreement as though each party had executed the same document.

15. **Successors, Assigns & Governing Law** - This Agreement shall (i) extend to, be binding upon and enure to the benefit of the parties hereto or referred to herein and their respective heirs, legal personal representatives, successors and assigns; and (ii) shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto attorn to the jurisdiction of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Per: _____
Jean Monardo, Senior Vice-President

I have authority to bind the Corporation.

OLYMPIA TRUST COMPANY,

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Company.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

15. **Successors, Assigns & Governing Law** - This Agreement shall (i) extend to, be binding upon and enure to the benefit of the parties hereto or referred to herein and their respective heirs, legal personal representatives, successors and assigns; and (ii) shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto attorn to the jurisdiction of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Per: _____
Jean Monardo, Senior Vice-President

I have authority to bind the Corporation.

OLYMPIA TRUST COMPANY,

Per: _____
Name: Cora Dumais, Team Lead
Title:

Per: _____
Name: Johnny Luong, Product Specialist
Title:

I/We have authority to bind the Company.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton, President

I have authority to bind the Corporation.

SUBORDINATION AND STANDSTILL AGREEMENT
(OTC 3rd Mortgage to IMC 2nd Mortgage)

THIS AGREEMENT (this "**Agreement**") is made as of the ____day of November, 2020,

BETWEEN:

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
hereinafter called the "**Senior Lender**",

- and -

OLYMPIA TRUST COMPANY,
hereinafter called the "**Subordinate Lender**",

- and -

WESTCAN CEDAR GROVE VILLAGES INC.
hereinafter called the "**Borrower**";

WHEREAS the Borrower in indebted to the Senior Lender for a loan (the "**Senior Loan**") in the original principal amount of $2,250,000 on the security of, inter alia, a second priority mortgage and charge (the "**Senior Mortgage**") of the Lands. The Senior Loan includes all existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Senior Lender from time to time, including but not limited to the principal sum, all interest thereon, all future advances and all other amounts owing to the Senior Lender thereunder from time to time, and including all reserves payable to the Senior Lender relating to the Senior Loan. The Senior Mortgage, all other security now or hereafter securing the Senior Loan (including a second priority assignment of all rents and leases from or relating to the Property and a general security agreement with respect to all equipment and other personal property comprising or used in connection with the operation of the Property) and each guarantee and indemnity in favour of the Senior Lender relating to the Senior Loan are collectively called the "**Senior Security**";

AND WHEREAS the Subordinate Lender (in trust for David McDonald Account No. 252739 and Kerry Busby Account No. 252449**)** has made or provided or will make or provide a loan and/or certain credit facilities (collectively, the "**Subordinate Loan**") to the Borrower which is or will be secured by a third priority Charge/Mortgage of the Property made by the Borrower in favour of the Subordinate Lender securing the principal amount of $470,000 together with interest thereon and other charges and upon terms and conditions as stipulated therein, and registered on title to the Property as Instrument No. BR_____ (the "**Subordinate Security**");

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of TWO DOLLARS ($2.00) and other good and valuable consideration now paid or given by each party to each of the others (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto hereby covenant and agree as follows:

1. **Definitions** - In addition to capitalized words and phrases elsewhere defined herein, in this Agreement the following capitalized words and phrases shall have the following meanings ascribed thereto:

   (a) "**Borrower Entity**" means: (i) the Borrower; (ii) each person having a beneficial ownership interest in all or any part of the Property from time to time; (iii) each person who or which is obligated to guarantee of all or part of the Senior Loan or the Subordinate Loan, as the case may be; and (iv) each person who or which is obligated to provide indemnity with respect to any matter relating to the Property or the Senior Loan or the Subordinate Loan, as the case may be;

   (b) "**Enforcement Action**" means, in respect of the Property or any Borrower Entity, the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or obtaining the appointment of a receiver, a manager or a receiver and manager or other person having similar powers in respect of any person or property, attornment of rents, taking possession or control of any property or

undertaking, giving any notice of intention to enforce security or commencing or pursuing any action or proceeding seeking payment or recovery of all or any part of any indebtedness or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, any bankruptcy proceedings; provided, however, that an Enforcement Action does not include (i) the giving of notice of any default and/or making any demand for payment which does not include any of the foregoing actions or proceedings, (ii) filing a proof of claim or other similar or analogous document with respect to the Subordinate Loan in any bankruptcy or insolvency proceeding under applicable legislation in order to affirm, preserve or prove the amount of the Subordinate Loan, or (iii) the exercise by the Subordinate Lender of any right of redemption of the Senior Loan which may be available to the Subordinate Lender pursuant to applicable laws following the occurrence of any default or "Event of Default" under the Senior Loan and/or the Senior Security;

(c) "**Institutional Lender**" means (i) a Schedule 1 bank, (ii) a Schedule 2 bank, regulated investment bank, trust company, loan company or savings and loan association, (iii) an insurance company, pension plan, pension fund, pension advisory firm, mutual fund, real estate investment trust, mortgage investment corporation, investment company or money management firm whose net assets exceed $250,000,000, (iv) any investment fund, limited partnership, trust or any other investment vehicle where at least fifty per cent (50%) of the equity or beneficial interests in such investment fund, limited partnership trust or other investment vehicle are owned, directly or indirectly by one or more persons described in clauses (i), (ii) or (iii) above; or (v) any person(s), directly or indirectly, controlled by, or under common control with, any person(s) described in clauses (i), (ii) or (iii) above;

(d) "**Lands**" means the lands and premises comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario;

(e) "**Property**" means, collectively, (i) all legal and beneficial right, title, estate and interest in and to the Lands, (ii) all buildings, structures, fixtures, and improvements of any nature or kind now or hereafter located on the Lands, (iii) all machinery, equipment, appliances, furniture, furnishings, chattels, fixtures (including all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other similar property of every kind and nature whatsoever now or hereafter located upon or used in connection with the Lands or appurtenant thereto, (iv) all present and future leases, offers to lease, subleases, concessions, licenses and other contracts and agreements affecting the use, enjoyment or occupancy of the Lands or any portion thereof (including, if a hotel, all guest rooms, meeting rooms, restaurants and other food and beverage facilities), together with all related credits, rights, options, claims, causes of action, guarantees, indemnities, security deposits and other security, (v) all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Lands, including, if a hotel, all guest rooms, meeting rooms, restaurants and other food and beverage facilities, vending machines, telephone and television systems, guest laundry and the provision or sale of any goods or services, and (vi) all other appurtenances to the Lands; and

(f) "**Rents**" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property.

2. **Consent and Status of Senior Loan** - The Senior Lender consents to the Subordinate Loan and the Subordinate Security and represents and warrants to the Subordinate Lender that, as at the date hereof, (i) the Borrower has paid to the Senior Lender (or such other party as the Senior Lender may have directed) all monies, if any, due and owing under the Senior Loan up to and including the date hereof; and (ii) the Borrower is in good standing in all respects under the terms and conditions of the Senior Loan and the Senior Security.

3. **Consent and Status of Subordinate Loan** - The Subordinate Lender consents to the Senior Loan and the Senior Security and represents and warrants to the Senior Lender that:

(a) the Subordinate Security is, and until the Senior Loan is repaid in full will remain, the only security held by the Subordinate Lender encumbering, relating to or in respect of the Property;

(b) except as disclosed by registered title to the Property, the provisions of the Subordinate Security have not been, and until the Senior Loan is repaid in full will not be, amended in any way whatsoever;

(c) as at the date hereof, (i) the principal balance outstanding under the Subordinate Loan is $470,000; (ii) the Borrower has paid to the Subordinate Lender (or such other party as the Subordinate Lender may have directed) all monies, if any, due and owing under the Subordinate Loan up to and including the date hereof; and (iii) the Borrower is in good standing in all respects under the terms and conditions of the Subordinate Loan and the Subordinate Security.

4. **Subordination and Acknowledgement of Priority** - The Subordinate Lender hereby subordinates and postpones all of its rights, title and interest in and to the Subordinate Loan and the Subordinate Security to and favour of all of the rights, title and interest of the Senior Lender in and to the Senior Loan and the Senior Security. The Senior Loan and the Senior Security and all monies now or hereafter advanced thereunder and secured thereby shall have undisputed priority in all respects over all rights, title and interest which the Subordinate Lender may have in and to the Property under or pursuant to the Subordinate Loan and the Subordinate Security including, without limitation, the Rents; and for greater clarity and without limiting the generality of the foregoing, the Subordinate Lender acknowledges and agrees that such priority of the Senior Loan and the Senior Security shall include and extend to all accrued and unpaid interest, all costs and expenses of every nature and kind whatsoever, all monies paid or advanced by the Senior Lender pursuant to or in connection with any default or Enforcement Action taken under any of the Senior Security in order to protect the Senior Lender's interest in the Property and full recovery of the Senior Loan.

5. **Rents and Other Proceeds** - The Subordinate Lender agrees that:

(a) upon receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, and until receipt of further notice by or on behalf of the Senior Lender that such default has been cured, (i) the Rents shall not be applied to any payment on account of the Subordinate Loan until the Senior Loan is paid in full, and (ii) the Subordinate Lender shall not accept any payment on account of the Subordinate Loan which the Subordinate Lender knows or reasonably ought to know are payments made from the Rents, and if any such payments are received, the Subordinate Lender shall immediately pay such amount(s) to the Senior Lender without deduction;

(b) all insurance, expropriation and condemnation proceeds relating to the Property shall be dealt with and applied, whether before or after any default under or in respect of the Senior Loan or the Subordinate Loan, in accordance with the provisions of the Senior Security notwithstanding any provision to the contrary in the Subordinate Security; and

(c) the Subordinate Lender shall provide reasonable cooperation to the Senior Lender following the giving of such notice of default to ensure the provisions of this paragraph are complied with.

6. **Standstill** - Notwithstanding any default by any Borrower Entity under the Subordinate Loan or the Subordinate Security or in respect of the any other loans or indebtedness secured by the Subordinate Security or in respect of any other security held by the Subordinate Lender in connection with such loans or indebtedness, until such time as all amounts owed to the Senior Lender in connection with the Senior Loan have been repaid in full,

(a) prior to receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, the Subordinate Lender will not accept or require to be made any payments under the Subordinate Loan or the Subordinate Security, other than regular monthly interest payments under the Subordinate Loan provided that the Senior Loan is not the source of funds therefor;

(b) upon receiving notice by or on behalf of the Senior Lender that a Borrower Entity is in default under the Senior Loan and/or the Senior Security, and until the Senior Indebtedness has been repaid in full or

receipt of further notice by or on behalf of the Senior Lender that such default has been cured, the Subordinate Lender will not accept or require to be made any payments under the Subordinate Loan or the Subordinate Security;

(c) the Subordinate Lender will not take any Enforcement Action under or in respect of the Subordinate Security or the Subordinate Loan with respect to all or any part of the Property or against any Borrower Entity without reasonable prior notice to and the written consent of the Senior Lender, which consent may be given or withheld by the Senior Lender in its sole discretion; and

(d) the Subordinate Lender will not challenge, contest or bring into question the validity, priority or perfection of the Senior Security or any Enforcement Action taken by the Senior Lender under or in respect of the Senior Loan or the Senior Security against the any Borrower Entity or against all or any part of the Property.

7. **Notice of Default and Right to Cure** -

(a) By written notice given in accordance with Section 13 hereof, the Senior Lender shall concurrently provide to the Subordinate Lender a copy of each notice of default under the Senior Security or demand for payment given by the Senior Lender to any Borrower Entity. The Subordinate Lender shall have the right, but not the obligation, to cure any default or "Event of Default" under the Senior Loan and/or the Senior Security at any time, subject to any bar or limitation thereof by operation of any applicable laws or any agreement or other commitment made by the Senior Lender during the period of default or any judgment or order of any Court of competent jurisdiction.

(b) By written notice given in accordance with Section 13 hereof, the Subordinate Lender shall concurrently provide to the Senior Lender a copy of each notice of default under the Subordinate Security or demand for payment given by the Subordinate Lender to any Borrower Entity. The Senior Lender shall have the right, but not the obligation, to cure any default or "Event of Default" under the Subordinate Loan and/or the Subordinate Security at any time, subject to any bar or limitation thereof by operation of any applicable laws or any agreement or other commitment made by the Subordinate Lender during the period of default or any judgment or order of any Court of competent jurisdiction.

8. **Development Consents, Partial Discharges, Etc.** - Notwithstanding any default by any Borrower Entity under the Subordinate Loan or the Subordinate Security or in respect of the any other loans or indebtedness secured by the Subordinate Security or in respect of any other security held by the Subordinate Lender in connection with such loans or indebtedness, the Subordinate Lender will execute and deliver upon the written request of any Borrower Entity or the Senior Lender, without requiring payment of any kind other than the reasonable legal costs of the Subordinate Lender's solicitors, all agreements, consents, postponements, partial discharges and other usual documentation required in connection with development or redevelopment of the Property or any part thereof.

9. **Renewals & Amendments of Senior Loan** - Upon each request from time to time by the Senior Lender or its solicitors, the Subordinate Lender will execute and deliver to the Senior Lender any consent, acknowledgement, subordination, postponement or other agreement in respect of the Subordinate Security so as to permit any and all renewals, extensions, amendments or other variation of the Senior Loan, the Senior Security and/or any other security held by the Senior Lender in connection with the Senior Loan, provided that the principal amount secured by the Senior Security is not increased above the amount referred to herein and that any such amendments, extensions or other variations provide for interest and are upon such other terms and conditions as are commercially reasonable and consistent with mortgage lending practices generally applied to properties comparable to the Property. No discharge, release or waiver by the Senior Lender of any of the Senior Security against or in respect of any part the Property or any person, and no renewal, extension or restatement of the Senior Loan and/or the Senior Security without any amendment or modification other than any such renewal, extension or restatement, shall require notice to or the consent of Subordinate Lender or otherwise affect the subordination and postponement of the Subordinate Security and the Subordinate Loan hereby granted by the Subordinate Lender.

10. **Changes to Subordinate Loan and Security**. The Subordinate Lender shall not amend, extend, renew, modify, replace, supplement or restate the Subordinate Loan or the Subordinate Security without the prior written consent

of the Senior Lender, which consent may be given or withheld by the Senior Lender in its sole discretion.

11. **Assignments** -

(a) The Senior Lender may transfer or assign its interest in the Senior Loan and this Agreement without restriction and without prior notice to or the consent of the Subordinate Lender.

(b) The Subordinate Lender may transfer or assign its interest in the Subordinate Loan and the Subordinate Security to any Institutional Lender without restriction or the consent of the Senior Lender provided that: (i) the Subordinate Lender gives not less than seven (7) days prior written notice to the Senior Lender before doing so; and (ii) such transferee or assignee executes the same form of this Agreement in favour of the Senior Lender or otherwise agrees to become bound by this Agreement in such form as is satisfactory to the Senior Lender and its solicitors, both acting reasonably. Except in accordance with the preceding sentence or with the prior written consent of the Senior Lender, the Subordinate Lender will not transfer or assign the Subordinate Loan or the Subordinate Security to any other party.

12. **Borrower Covenants** - The Borrower hereby (a) acknowledges and consents to this Agreement, (b) agrees to be bound by the respective priorities of the Senior Lender and the Subordinate Lender as set out herein, and (c) covenants and agrees that it shall not pay or cause or permit to be paid any monies to the Subordinate Lender in contravention of the terms of this Agreement. Nothing in this Agreement shall create any rights in favour of or obligations to the Borrower, and the covenants and agreements of the Senior Lender and the Subordinate Lender herein shall not be enforceable by the Borrower. The Borrower agrees to pay or fully reimburse each of the Senior Lender and the Subordinate Lender for all reasonable legal and other costs and expenses of every nature and kind incurred by them in connection with their execution and delivery of this Agreement and all related postponement and subordination documents required in connection with this Agreement and the implementation hereof in accordance with the priorities set out herein, which if not paid shall form part of the Prior Loan and/or the Subordinate Loan, as the case may be, and bear interest at the rate payable in respect of the Senior Security and/or the Subordinate Security as the case may be.

13. **Notices** - All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail, facsimile transmission or email addressed to the relevant party at its address for service set out in the Senior Security or the Subordinate Security as the case may be. Any notice given by personal delivery shall be deemed to have been received on the day of and at the time of such delivery, provided that if such day is not a business day, then such notice shall be deemed to have been received at 9:00 a.m. on the next following business day. Any notice given by facsimile transmission or email transmission shall be deemed to have been received, in the absence of evidence to the contrary, on the day of and one (1) hour after the time of its transmission. A read receipt in respect of any notice given by email transmission shall constitute rebuttable presumptive evidence that such notice was received by the party intended to receive it. Any notice given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile transmission or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile transmission or email transmission. Any party may from time to time, by notice given as provided herein, change its mailing address, email address or fax number for the purposes of this provision.

14. **Counterparts & Consolidation** - This Agreement may be executed by each party in two or more counterparts, and when each of them has executed and delivered a counterpart of this Agreement to all other parties, such counterparts taken together shall be deemed to be a fully executed original copy of this Agreement as though each party had executed the same document. Each counterpart shall, notwithstanding the date of its execution, be deemed to bear the date first set out above. Each Subordinate Lender and the Borrower hereby irrevocably consents to and authorizes the Senior Lender and its solicitors to consolidate the signed pages of each such executed counterpart into a single document, which consolidated document shall be deemed to be a fully executed original copy of this Agreement as though each party had executed the same document.

15. **Successors, Assigns & Governing Law** - This Agreement shall (i) extend to, be binding upon and enure to the benefit of the parties hereto or referred to herein and their respective heirs, legal personal representatives, successors and assigns; and (ii) shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto attorn to the jurisdiction of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Per: _____
Jean Monardo, Senior Vice-President

I have authority to bind the Corporation.

OLYMPIA TRUST COMPANY,

Per: _____
Name: Cora Dumais, Team Lead
Title:

Per: _____
Name:
Title: Johnny Luong, Product Specialist

I/We have authority to bind the Company.

WESTCAN CEDAR GROVE VILLAGES INC.

Per: _____
Geoffrey Fulton,

I have authority to bind the Corporation.

This is Exhibit "CC" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

REGISTRATION 1

Base Information

Reg. #: 20190801 1608 1590 2448
Type: PPSA Registration
Date: 2019-08-01
Expiry: 2029-08-01
Period: 5
File #: 754017237
Match: Exact
Status: Active

Debtor List

WESTCAN CEDAR GROVE LIMITED PARTNERSHIP
117 ROXBOROUGH DRIVE, TORONTO, ON, M4W 3B5
Debtor Active Reg #: 20190801 1608 1590 2448

WESTCAN CEDAR GROVE VILLAGES INC.
117 ROXBOROUGH DRIVE, TORONTO, ON, M4W 3B5
Debtor Active Reg #: 20190801 1608 1590 2448

Secured Party List

533438 ONTARIO LIMITED
165 THAMES ROAD EAST, EXETER, ON, N0M 1S3
Secured Party Active Reg #: 20190801 1608 1590 2448

ON Specifics

Collateral Classifications
- Inventory
- Equipment
- Accounts
- Other
- Motor Vehicle

Change History

Reg. #	Date	Type	Amendment Reason
20240514 1451 1590 2589	2024-05-14	Renewal	5 years

REGISTRATION 2

Base Information

Reg. #: 20200526 0958 1590 4225
Type: PPSA Registration
Date: 2020-05-26
Expiry: 2027-05-26
Period: 3
File #: 762108156
Match: Exact
Status: Active

Debtor List

WESTCAN CEDAR GROVE VILLAGES INC.
177 ROXBOROUGH DRIVE, TORONTO, ON, M4W 3B5
Debtor Active Reg #: 20200526 0958 1590 4225

WESTCAN CEDAR GROVE VILLAGES INC.
3374 CONCESSION RD. 5, LORETTO, ON, L0G 1L0
Debtor Active Reg #: 20210113 1417 1590 1366

Secured Party List

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
77 KING ST. W., P.O. BOX 117, SUITE 4120, TORONTO, ON, M5K 1G8
Secured Party Active Reg #: 20200526 0958 1590 4225

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
COMMERCE COURT WEST, BOX 271, TORONTO, ON, M5L 1E9
Secured Party Active Reg #: 20230518 1300 1590 3997

199 BAY STREET, SUITE 1900
Secured Party Active Reg #: 20230518 1300 1590 3997

ON Specifics

Collateral Classifications
- Inventory
- Equipment
- Accounts
- Other

General Collateral

Reg #	Text
20200526 0958 1590 4225	ALL RIGHTS, TITLE AND INTEREST OF THE DEBTOR IN ALL PERSONAL PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT, RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING PART LOT 8, CONCESSION 6 SAUGEEN, AND PART LOTS 6-8, CONCESSION 5 SAUGEEN, PIN 33246-0625 LT, 5007 HIGHWAY 21, SAUGEEN SHORES, ONTARIO.

Change History

Reg. #	Date	Type	Amendment Reason
20210113 1417 1590 1366	2021-01-13	Amendment	AMEND ADDRESS OF DEBTOR.
20230518 1300 1590 3997	2023-05-18	Amendment	TO AMEND SECURED PARTY'S ADDRESS
20230518 1453 1590 4042	2023-05-18	Renewal	4 years

This is Exhibit "DD" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

REGISTRATION 6

Base Information		Debtor List	Secured Party List	ON Specifics
Reg. #:	20230111 1033 1529 8777	WESTCAN CEDAR GROVE LIMITED PARTNERSHIP 5007 HIGHWAY 21, PORT ELGIN, ON, N0H 2C5 Debtor Active Reg #: 20230111 1033 1529 8777	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1, BURLINGTON, ON, L7L 5Z1 Secured Party Active Reg #: 20230111 1033 1529 8777	Collateral Classifications • Inventory • Equipment • Accounts • Other • Motor Vehicle
Type:	PPSA Registration	WESTCAN CEDAR GROVE VILLAGES INC. 5007 HIGHWAY 21, PORT ELGIN, ON, N0H 2C5 Debtor Active Reg #: 20230111 1033 1529 8777		
Date:	2023-01-11			
Expiry:	2028-01-11			
Period:	5			
File #:	789887034			
Match:	Exact			
Status:	Active			

LIST OF ACTIVE SECURED PARTIES

This list of secured parties is generated from the registrations detailed above. Parties that were removed from the registrations are not included.
Some provinces and registration types include additional secured party types beyond "Secured Party".
This list is ordered by registration date.

Secured Party Details			Registration Details		
Type	**Name**	**Address**	**File #**	**Reg. Date**	**Reg. Type**
Secured Party	533438 ONTARIO LIMITED	165 THAMES ROAD EAST, EXETER, ON, N0M 1S3	754017237	2019-08-01	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120, TORONTO, ON, M5K 1G8	762108156	2020-05-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	COMMERCE COURT WEST, BOX 271, TORONTO, ON, M5L 1E9	762108156	2020-05-26	PPSA Registration
Secured Party		199 BAY STREET, SUITE 1900	762108156	2020-05-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120, TORONTO, ON, M5K 1G8	762108291	2020-05-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	COMMERCE COURT WEST, BOX 271, TORONTO, ON, M5L 1E9	762108291	2020-05-26	PPSA Registration
Secured Party		199 BAY STREET, SUITE 1900	762108291	2020-05-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120, TORONTO, ON, M5K 1G8	768040182	2020-11-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	COMMERCE COURT WEST, BOX 271, TORONTO, ON, M5L 1E9	768040182	2020-11-26	PPSA Registration
Secured Party		199 BAY STREET, SUITE 1900	768040182	2020-11-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	77 KING ST. W., P.O. BOX 117, SUITE 4120, TORONTO, ON, M5K 1G8	768040416	2020-11-26	PPSA Registration
Secured Party	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	COMMERCE COURT WEST, BOX 271, TORONTO, ON, M5L 1E9	768040416	2020-11-26	PPSA Registration
Secured Party		199 BAY STREET, SUITE 1900	768040416	2020-11-26	PPSA Registration
Secured Party	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.	5046 MAINWAY, UNIT 1, BURLINGTON, ON, L7L 5Z1	789887034	2023-01-11	PPSA Registration

**** END OF SUMMARY REPORT ****

This is Exhibit "EE" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Source Instruments

Registration No.	*Date*	*Type of Instrument*
BR212996	2025 03 31	Notice Of Lease

Chargor(s)

Name PORT ELGIN LIVING INC.
Address for Service 820 28 St NE #6, Calgary, AB T2A 6K1

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

Chargee(s) *Capacity* *Share*

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

Statements

Schedule: See Schedules

Provisions

Principal	$35,745,900.00	*Currency*	CDN
Calculation Period	Monthly		
Balance Due Date	ON DEMAND		
Interest Rate	Prime Rate Plus 10%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	201909		
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Jonathan Adam Rajzman	1000-120 Adelaide St. W. Toronto M5H 3V1	acting for Chargor(s)	Signed 2025 12 01

Tel 416-363-2211
Email jrajzman@srlawpractice.com

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP	1000-120 Adelaide St. W. Toronto M5H 3V1	2025 12 01

Tel 416-363-2211
Email jrajzman@srlawpractice.com

Fees/Taxes/Payment

Statutory Registration Fee	$71.55
Total Paid	$71.55

File Number

Chargee Client File Number : 47584

ADDITIONAL PROVISIONS

1. Standard Charge Terms 201909

Any references in Standard Charge Terms No. 201909 (the "**Standard Charge Terms**") to terms such as "herein" and "this Charge" refer not only to the Standard Charge Terms, but to this Charge as a whole, including this Schedule.

2. Partial Discharges

The Chargor agrees, and it is a condition of the loan secured by this Charge (the loan including all principal, interest, and any other fees and costs secured by this Charge being the "**Loan**"), that in the event that the Property is, or becomes subdivided pursuant to the *Condominium Act*, no sale of individual condominium units will be permitted. Any attempt to sell individual condominium units shall at the sole discretion of the Chargee be deemed a breach of this Charge and all monies owing under this Charge, including principal and interest, shall immediately become due and payable.

3. Inspection

The Chargee or agent of the Chargee or agent of CMHC may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or CMHC, enter upon the said lands to inspect the lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Charge rate, shall be payable by the Chargor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.

4. Non-Merger of the Commitment

The Chargor acknowledges and agrees that the execution and delivery of this Charge, any collateral security and further assurances in support of this Charge shall in no way merge or extinguish the terms and provisions of the Mortgage Commitment given by the Chargee to the Chargor dated September 10, 2025, as may be revised (the "**Commitment**") and accepted by the Chargor and the terms and conditions contained in the Commitment shall continue in full force and effect. Provided that in case of any inconsistency or conflict between any provision of the Commitment and any provision of this Charge (including the Standard Charge Terms) or any other security taken by the Chargee to secure the Loan, the provisions of the Commitment shall prevail. In the event of any inconsistency or conflict between any provision of the Loan Documents and any provision of the CMHC COI, the provisions of the CMHC COI shall prevail. With respect to the foregoing, any provisions contained in the any of the aforesaid security or documents that is not contained in any of the other security or documents shall not in and of itself be considered to be inconsistent or in conflict.

5. Expropriation

In the event that any or all of the charged premises are expropriated it is agreed that the proceeds from any such expropriation shall be paid directly to the Chargee in priority to the claims of any other party.

6. CMHC Insurance

The Chargor acknowledges that this Charge is insured by CMHC and hereby confirms it has received and reviewed the CMHC Special Conditions 30518049 (as may be amended from time to time) (the "**CMHC COI**"), and agrees to be bound and fulfill the provisions and obligations contained therein, and agrees that a failure to fulfill such provisions and obligations shall, at the option of the Chargee, constitute a default under this Charge.

7. Assignment of Leases and Rents

As further security for this Charge, the Chargor covenants and agrees to grant to the Chargee, upon thirty (30) days prior notice in writing, a specific assignment of leases of premises in the building on the said lands comprising the security of this Charge.

8. Property Management

(a) The Chargor shall permit the Chargee or its authorized representatives (without in any way being in control of the same) to inspect the said lands (including all any buildings situate on the said lands) at all reasonable times. In the event that the Chargee, acting reasonably, determines that the said lands (including any and all buildings situate on the said lands) require repair, replacement, maintenance or cleaning, the Chargee shall request that the Chargor pay to the Chargee and the Chargor shall pay to the Chargee in each year during the currency of this Charge, in equal monthly instalments (together with and in addition to the regular monthly payments of principal and interest), such amounts as the Chargee may estimate as being necessary to carry out and conduct such repair, replacement, maintenance or cleaning; provided that if the Chargor is in default under this Charge, then such payments of the fund, if any, created by the accumulation of such payments, may be applied towards the principal amount outstanding under this Charge. Nothing set out above shall require the Chargee to make or conduct any such repairs, replacements, maintenance or cleaning.

(b) The Chargor shall, annually, within 120 days after the fiscal year end of the Chargor, deliver to the Chargee financial and operating statements for the previous year on a review engagement basis, including operating statements for the said lands, which statements shall include, without limitation, reporting as to repair, replacement, maintenance, utilities, insurance, management fees and cleaning services in connection with the said lands, and such statements shall be prepared by a registered accountant in good standing in accordance with generally acceptable accounting principles.

(c) The Chargor covenants and agrees to provide for standalone project reporting, isolating the financial and operating information for the property secured by this Charge (the "**Property**") from that of other projects owned by the Chargor.

(d) In the event of a default by the Chargor under the Charge, or if the Chargor seeks relief under the Companies Creditors Arrangement Act or other such debtors relief legislation, the Chargee shall, if possible, seek to establish a separate project bank account for the Property.

(e) The Chargee may (without in any way being in control of the said lands) appoint a monitor having the power to attend at the said lands to review the physical status of the said lands and all improvements thereon and the financial operation of the said lands.

(f) The Chargor shall maintain at all times professional property management for the Property acceptable to the Chargee. However, any property management changes for the duration of the Charge shall be subject to the Chargee's prior written approval, such approval not to be unreasonably withheld. In addition, if at any time, the Chargee becomes dissatisfied, acting reasonably, with the current or future property management of the project and the reasons for such dissatisfaction are not remedied within thirty (30) days notice detailing such dissatisfaction, the Chargor shall, at the Chargee's request, change the professional property management to such other professional property management that is acceptable to the Chargee, otherwise, all monies hereby secured with accrued interest thereof shall forthwith become due and payable the Chargee's sole option together with any reinvestment loss suffered by the Chargee. The Chargor covenants and agrees that any management fee or costs charged by the property manager from time to time shall on an annual basis be comparable and competitive with local to the property third party fee based property management firms.

Environmental Representations, Warranties, Covenants and Indemnities

The Chargor hereby covenants, represents and warrants, to the best of its knowledge based on reasonable inquiry and based on the environmental reports provided to the Chargee, if any, that:

i. There are not in, on, under or about the Property or any improvements thereon, or any part thereof, any contaminants, toxic, dangerous or hazardous substances (collectively called "**Dangerous Substances**") including, without limitation, urea formaldehyde foam insulation, asbestos fireproofing insulation, polychlorinated biphenyls (PGBs) or radioactive materials, or any friable asbestos.

ii. Neither the Property or any adjacent lands have ever been used as or for a waste disposal or coal gasification site, nor have they ever contained any underground storage tanks.

iii. The use of the Property has not involved and will not involve, during the term, the handling of Dangerous Substances nor will such use result in any environmental damage.

iv. There are no outstanding or threatened claims or work orders against the Property or the operations of the business being conducted at the Property relating to environmental matters and the Chargor is not aware of any pending or threatened action, suit or proceedings relating to actual or alleged environmental violation from or at the Property.

v. The present use, or contemplated use of the lands does not contravene any laws and bylaws pertaining to the abuse of the environment.

The Chargor represents and warrants that as owner of the Property it will comply in all respects with all applicable laws relating to the environment.

The Chargor shall permit the Chargee to conduct, at the Chargor's expense, such tests, inspections and environmental audits as may be required by the Chargee including, without limitation, the right to take soil samples from the Property and the right to review and photocopy any and all records relating to the Property or the business or operations now or in hereinbefore conducted at the Property in order to attempt to corroborate the veracity of the aforementioned representations and warranties.

In the event of discovery of hazardous material in or about the building, the Chargor shall elect whether (i) not to proceed with this loan or, (ii) immediately to remove the same. If its removal is not then currently possible or practical, then at Chargee's discretion, on guidance from its lawyer and inspecting engineers, acting reasonably, an amount will be held back, in escrow by Chargee's lawyer, from the proceeds of this loan and released when the material has been removed and its removal has been confirmed by the Chargee's inspector.

The Chargor hereby agrees:

(a) To cause each of the representations and warranties hereinbefore set out to remain true and accurate in all respects both up to and including the date of the first advance of funds by Chargee to Chargor hereunder and thereafter until all amounts owing by Chargor to Chargee are paid in full.

(b) That it shall provide to the Chargee, if requested, additional written representations, warranties, covenants and indemnities relating to environmental concerns, to be in form and substance satisfactory to Chargee.

(c) To indemnify the Chargee and save it harmless from and against all losses, damages costs and expenses that may be incurred by the Chargee as a result of any breach of any of the covenants set out herein or as the result of any of the representations and warranties setout herein being untrue on the date of the Commitment or becoming untrue thereafter.

(d) That the Chargee may delay or refuse to make any advance to the Chargor if it believes that any of the representations and warranties set out herein was not true and correct when made or at any time thereafter.

9. Secondary Financing

The Chargor shall not register any subsequent encumbrance(s) against its leasehold interest in the Property, or the Notice of Lease registered in respect thereof, without the prior written approval of the Chargee and CMHC, such approval not to be unreasonably withheld, but any such subsequent encumbrance shall not contain a cross-default provision between the issued Charge herein and any such subsequent encumbrance.

10. Severability

If any provision of this Charge is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Charge which shall remain in force and be binding as though such provision had never been included.

11. Project Publicity

The Chargor agrees that at CMHC's request, the Chargor shall publicly acknowledge CMHC's support for the Property, in a manner acceptable to CMHC, which may include the erection of one or more signs at the Property with the name and logo of CMHC and/or the federal government, in a form approved by CMHC.

12. Hotel or Other Conversion

As the subject lands offer certain features which could, under some circumstances, permit its conversion from rental housing to hotel use, the Chargor acknowledges and agrees that all monies hereby secured, together with accrued interest thereon, shall, at the option and sole discretion of the Chargee forthwith become due and payable in the event that:

a. The building plan of the building is physically altered without the written approval of the Chargee and CMHC; and

b. The project ceases to be occupied by persons utilizing the accommodations therein for purposes of principal residences.

13. Construction

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Property, the following conditions shall apply:

(a) Subject to the terms of the Commitment and the approval of CMHC, the Chargee agrees from time to time, upon receipt of a written request of the Chargor delivered to the Chargee, it will without receipt of any payment on account of principal or interest hereunder and without payment of any fee or charge whatsoever, except as may be set forth in the Commitment, promptly provide its release of this Charge in respect of a transfer of a portion of the Property to any governmental authorities including road dedications, one foot reserves, easements, rights-of-way, park dedications and any other land contributions which any governmental authorities require in connection with the development of the project on the Property, provided that the same will not in the Chargee's reasonable opinion materially impair the value of the Property or of any of the Chargee's security and provided that if any monies are received by the Chargor from any of the governmental authorities in respect of such dedication or conveyance, same shall be remitted to the Chargee in reduction of the Chargor's indebtedness under the loan from the Chargee to the Chargor at the Chargee's option.

(b) Subject to the terms of the Commitment and the approval of CMHC, the Chargee agrees that from time to time, upon receipt of a written request of the Chargor delivered to the Chargee, it will without receipt of any payment on account of principal or interest hereunder and without payment of any fee or charge whatsoever, except as may be set forth in the Commitment, promptly deliver its

consent to (and, if requested to join in, to the extent only of its interest therein), and/or execute and deliver to the Chargor all documents, including postponements of the Chargee's security documents and/or consents to all such documents which may be reasonably required by the Chargor for the purpose of servicing the Property, registering the Property in the Land Titles registration system, registering the Property as one or more condominiums or developing the project on the Property including without limiting the generality of the foregoing, easements, rights-of-way, subdivision, site plan, condominium or development agreements, and any documents required by the Chargor in connection with every proceeding by the Chargor with respect to the Property under the *Planning Act* R.S.O. 1990, Chapter P-13, provided that the same will not in the Chargee's reasonable opinion materially impair the value of the Property or of any of the Chargee's security and the Chargee does not incur any liability thereunder.

(c) All construction on the Property shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Chargee in writing, such approval not to be unreasonably withheld.

(d) The construction of any building and structures located on the Property or to be located on the Property, approved by the Chargee, shall at all times be commenced and continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all governmental and regulatory authorities having jurisdiction.

(e) Provided that should construction of the project on the Property cease for any reason whatsoever (other than as a direct result of a Force Majeure Event, as defined below) for a period of ten (10) consecutive days (Saturdays, Sundays, and statutory holidays excepted), then, at the option of the Chargee, this Charge shall immediately become due and payable. For the purposes of this paragraph, a "Force Majeure Event" means an event beyond the reasonable control of the Chargor that prevents or materially delays construction, including only acts of God, unusually severe weather, fire, flood, natural disaster, war, civil disturbance, governmental orders or restrictions, or a public health emergency (including a pandemic or epidemic).The Chargor shall use all reasonable commercial efforts to mitigate the effects of any Force Majeure Event and to resume construction as soon as reasonably practicable. If the cessation of construction due to a Force Majeure Event continues for more than sixty (60) consecutive days, or such longer period as the Chargee may reasonably approve in writing, the Chargee may, at its sole option, treat such cessation as an Event of Default hereunder. In the event that construction ceases for reasons not excused by a Force Majeure Event, the Chargee shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Chargee and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Chargee shall have the same rights and remedies to collection of principal and interest hereunder or at law.

(f) At all times there shall be sufficient funds unadvanced under this Charge and retained by the Chargee to complete the construction and/or renovation of the project on the Property and as may be necessary to retain the Chargee's priority with respect to any deficiency in the holdbacks required to be retained by the Chargor under the *Construction Act* (Ontario).

(g) This Charge may be advanced in stages as construction upon the Property proceeds or as the conditions as enumerated by the Commitment are complied with.

(h) All construction advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Chargee with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Chargor regardless of by

whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Property. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.

For greater certainty, in the case of modular or prefabricated construction, the value of any modular home or building component that has been substantially completed off-site and delivered to the Property for installation may be included in the certified value of work completed and may be the subject of a construction advance hereunder, notwithstanding that such unit or component has not yet been affixed to or incorporated into the building, provided that title to such unit or component has passed to the Chargor, it is intended for permanent installation at the Property, and the Chargee's cost consultant has verified its existence and condition on site.

(i) The Chargor shall pay to the Chargee on each occasion when an inspection of the Property is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.

(j) The Chargor agrees to indemnify and hold the Chargee harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the *Construction Act* (Ontario) and that any liens for work and/or supplies that are registered against the Chargor's interest in the property will be promptly discharged within ten (10) days from the date of registration of the lien. The Chargee may, but is not required to, deal with the lien claimant and pay the lien claim into court pursuant to the provision of the *Construction Act* (Ontario) for the purpose of vacating the lien from title to the property. The Chargor agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Chargee arising from or in connection with the Chargor or the Chargee obtaining and registering either a release of the lien or an order vacating the lien.

14. Condominium

If applicable in accordance with the Commitment and the CMHC COI where the Property is currently condominium titled with the Chargee's approval or the CMHC application for the Loan requires the registration of the Property as a condominium during the term of the Loan:

(a) The Chargor agrees, and it is a condition of the loan secured by this Charge that, if the Chargor fails to register the required documentation and take whatever other steps are required to create a condominium corporation on the Property by a date set by the Chargee, acting reasonably, all monies owing under the loan hereby secured, including principal and interest, shall immediately become due and payable, provided that, if the Chargor fails to bring a condominium corporation into existence by the said date for reasons that are, in the opinion of the Chargee, beyond the Chargor's control, the Chargee may, at its sole discretion, extend the said date for such period of time as it deems necessary.

(b) The Chargor further agrees, and it is a condition of the loan secured by this Charge, that no sale of individual units in the condominium shall be permitted. Any attempt to sell individual units constitutes a default under the loan, and all

moneys owing under the loan, including principal and interest, will immediately become due and payable. All requirements of the condominium legislation and declaration (including condominium governance and capital reserve requirements) must be complied with notwithstanding that the Chargor may own all units.

15. No Obligation to Advance

(a) The Chargor acknowledges and agrees that the Chargee is not bound to make any advance of any of the Loan or any unadvanced portion thereof by reason of the registration of this Charge or the advance of any part of the Loan, it being acknowledged by the Chargor that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained in the Commitment and herein being materially true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the security relating thereto or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.

(b) In the event this Charge is registered and either no advance whatsoever is made hereunder by the Chargee or the Chargor's ability to draw down funds is terminated by the Chargee before any funds are advanced, the Chargee will, at the expense of the Chargor and upon payment of all monies, costs, fees and disbursements then due to the Chargee, promptly upon request by the Chargor execute and deliver to the Chargor, or any agent thereof, registrable discharges of this Charge.

16. Payments by Chargee

The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the Property and all costs, charges, legal fees (as between solicitor and his own client) and expenses as deemed necessary by the Chargee, acting reasonably, to preserve the Property and/or to realize upon the Chargee's security and all such payments shall be forthwith due and payable by the Chargor to the Chargee and shall bear interest at the rate chargeable under this Charge until fully paid.

17. Chargee Not Chargee in Possession

It is agreed that the Chargee, in exercising any of its rights under this Charge, shall be deemed not to be a chargee in possession or a chargee in possession of the Property.

18. Events of Default

The Chargor shall be in default under this Charge if any one or more of the following events of default (an "**Event of Default**") occurs at any time or times prior to registration of a complete discharge of this Charge:

(a) the Chargor defaults under any one or more of the covenants, representations, warranties, conditions, terms, agreements, provisions and obligations contained in this Charge, the Commitment or the security documents related thereto (collectively the "**Loan Documents**"), to be kept, observed and performed by the Chargor;

(b) the Chargor and/or any guarantor(s) of this Charge (collectively the "**Covenantors**") fail to pay on the date upon which the same is due and payable any monies payable hereunder or under any of the other loan documents securing the Loan with respect to principal, interest, and any other monetary amount secured hereunder;

(c) the Chargor or any of the Covenantors becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor, or the Chargor makes a general assignment for the benefit of creditors or goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or otherwise acknowledges their insolvency and such proceedings, save and except for voluntary actions, are not stayed or vacated within ten (10) days;

(d) there is shown to be any material discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Covenantors with respect to the Property or the Covenantors' financial condition;

(e) any or all of the shares issued and outstanding in the capital stock of the Chargor are directly or indirectly transferred, pledged, encumbered, hypothecated or dealt with in any manner whatsoever such that the Chargee determines, in its sole and unfettered discretion, that there is a change in control of the Chargor;

(f) there is litigation or any other proceeding, application, claim or action pending or threatened before any court, administrative board, or other tribunal which, if determined adversely to the Chargor would, in the opinion of the Chargee, acting reasonably, materially affect the Property, the financial condition of the Chargor or the value of the Property;

(g) there is rendered against the Chargor a final judgment, order or decree for the payment of money which remains unpaid for thirty (30) days and which, in the sole opinion of the Chargee, will materially affect the Property, the financial condition of the Chargor or the value of the Property;

(h) if the Loan Documents shall fail to constitute legal, valid, binding and enforceable charges, assignments or security interests, as applicable, in the priority required by the Commitment, each enforceable in accordance with its terms; provided, however, that such failure shall constitute an Event of Default only to the extent it arises from any act, omission, or default of the Chargor, and not where such failure results from any matter beyond the reasonable control of the Chargor (including, without limitation, any error, omission, or determination by a court or governmental authority affecting enforceability, or any act or omission of the Chargee or its counsel); and provided further that, in any such event, the Chargor shall, at its sole cost and expense, promptly execute such further documents and do such other acts as the Chargee may reasonably require to cure such defect or to make the applicable Loan Document valid, binding, and enforceable;

(i) the occurrence of a default by or non-compliance of the Chargor of any prior or subsequent encumbrance registered on title to the property;

(j) if at any time the ownership structure of the Property described in the CMHC COI not correct or is changed without the prior written consent of the Chargee; or

(k) the Chargor is in contravention of the *Residential Tenancies Act* (Ontario) or any predecessor and/or successor legislation thereto which contravention materially affects the value of the Property and such default is not remedied within thirty (30) days of written notice to the Chargor.

If any Event of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the principal amount of the Loan and all interest and other sums owing secured by this Charge shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default is waived by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same Event of Default.

19. <u>Representations and Warranties</u>

Each of the Covenantors hereby represents and warrants to the Chargee, on their own behalf, as applicable, the matters set out below:

(a) Each of the Covenantors are duly authorized and empowered to execute, deliver and to perform their obligations pursuant to the Loan Documents to which they are a party;

(b) Each of the Covenantors which is not an individual has been duly constituted pursuant to the laws of their respective jurisdiction of formation and are validly existing and in good standing;

(c) The Loan Documents do not violate any provision of any agreement, contract, law, regulation, order, decree, writ or judgment to which the Covenantors are subject, nor their constating documents;

22. Social Outcome Covenant

Capitalized terms and expressions used in this section (the "**Social Outcome Covenant**") shall have the meanings set out below.

In this Social Outcome Covenant, the following terms will have the following meanings:

"**Approved Lender"** means the approved lender or mortgagee/hypothecary creditor under the housing loan secured by this Charge and insured by CMHC.

"**Charge**" means this mortgage, charge or hypothec granted to the Approved Lender in support of the housing loan insured by CMHC pursuant to the *National Housing Act*.

"**Chargor**" means the borrower or mortgagor/hypothecary debtor named in this Charge, and includes the beneficial owner or nominee, for purposes of this Social Outcome Covenant.

"**CMHC**" means Canada Mortgage and Housing Corporation.

"Energy Efficiency Criteria" means the social outcome criteria relating to energy efficiency outlined in the table below, which apply to the Project:

	LEVEL	CRITERIA
New Construction	3	The Project must be designed to achieve a minimum of a 40% decrease in energy intensity and a 40% decrease in greenhouse gas emissions relative to the energy requirements of the 2017 National Energy Code for Buildings (NECB) – Part 3 multi-unit buildings, or the 2015 National Building Code (NBC), as applicable.

"**Project**" means the multiple unit residential project located on the property described in this Charge.

Covenants:

i. Prior to the first advance under the housing loan secured by this Charge, the Chargor must provide evidence to the Approved Lender, in accordance with CMHC's prescribed documentation requirements, that the Project will comply with the social outcome criteria outlined above in relation to this Social Outcome Covenant.

ii. Within 60 days of the date of final advance under the housing loan, the Mortgagor must provide the Approved Lender with a signed attestation that the Project meets or exceeds the Energy Efficiency Criteria, together with documentation evidencing such compliance. The Approved Lender must inform CMHC in writing if (i) the Mortgagor has not submitted the required confirmation and documentation within the above timeline; or (ii) the Mortgagor's documentation indicates non-compliance with the Energy Efficiency Criteria.

iii. The Mortgagor shall maintain books and records to support confirmation of compliance and shall give the Approved Lender or CMHC access to such books and records during regular business hours on ten (10) days notice.

iv. The Mortgagor acknowledges that it is a condition of the housing loan that the Project comply with the social outcome criteria outlined above in relation to this Social Outcome Covenant. In the event of non-compliance, which cannot be resolved to CMHC's satisfaction, the Approved Lender shall, at CMHC's direction, call the housing loan in default and take mortgage/hypothecary remedies as required by CMHC. Non-compliance with this Social Outcome Covenant by the Mortgagor may also result in other measures to be taken by CMHC, including restricting future access to CMHC products or programs.

v. This Social Outcome Covenant shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

23. General/Continuing Security

This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of indebtedness in an amount not exceeding the amount secured by this Charge and performance of the

Chargor's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time, and this Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.

24. Validity of Provisions

If any provision or part thereof of this Charge is held to any extent to be invalid or unenforceable, then such provision or part thereof shall be severable from this Charge and the remainder of this Charge shall not be affected and shall remain valid and enforceable.

25. Time of the Essence

Time shall be of the essence in all matters relating to this Charge.

26. Interpretation and Headings

Wherever in this Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this Charge and have been inserted for convenience of reference only.

(d) There is no litigation and there is no legal proceeding pending, threatened against it or the Property before any court, administrative agency, governmental agency or arbitrator of any jurisdiction which could adversely affect the financial condition of it, the operations of the Property or the validity or enforceability of the Loan Documents other than disclosed to the Chargee in writing prior to date hereof;

(e) All financial statements of the Covenantors previously delivered to the Chargee are correct and complete in all material respects;

(f) The Chargor has not received any written notice of violation or non-conformity in respect of the Property from any level of government or other regulatory body, which has not been closed or remedied, other than disclosed to the Chargee in writing prior to date hereof;

(g) All necessary permits, licenses and consents from all governmental authorities to permit the current operation of the Property have been obtained;

(h) The beneficial owner(s) (the "**Beneficial Owners**") of the Property is/are as disclosed in writing to the Chargee and will not be altered without prior written consent of the Chargee;

(i) The Chargor/Beneficial Owners (as applicable) have good, marketable and valid legal title to all assets charged by the Loan Documents;

(j) All information contained in the Loan Documents or in any written reports from time to time prepared by or on behalf of the Chargor and delivered to the Chargee do not and will not contain any materially untrue statement of a fact or omit to state a material fact necessary to make the statements contained herein or therein misleading in light of the circumstances under which they were made; and

(k) All documents related to the Property including any leases and the material contracts which have been delivered to the Chargee are complete and true copies.

The representations and warranties made herein and in the other Loan Documents shall survive the completion of the Loan transaction and the execution of any document or instrument provided to the Chargee pursuant to the Commitment (including this Charge) and the advancing of monies by the Chargee and, except any representation and warranty made as at a specific time or with reference to a specific document, shall be deemed to be continuously made and effective.

20. Consent to Disclosure

In the event the Chargee sells the Loan or securitizes it into the secondary market, the Covenantors consent to the release by the Chargee of all information and materials in the Chargee's possession concerning the Covenantors and/or the Property to such party or parties (including the public in any offering memorandum) as may be necessary or desirable to facilitate such sale or securitization. In addition, the Covenantors agree that the Chargee may share any information concerning the Covenantors with (a) any assignee or proposed assignee (collectively the "**assignee**") of the Commitment or the Loan, (b) third parties who provide services to the Chargee or the assignee in connection with the Loan, (c) any insurer of the Loan, (d) credit rating and consumer reporting agencies, (e) parties involved in the detection, prevention and suppression of illegal activities and matters involving the public interest, and (f) organizations with which the Chargee has strategic alliances who may use such information to provide the Covenantors with information on certain financial products which may be of interest to them.

21. First Right of Refusal

The Chargee shall have the first right of refusal with respect to any mortgage loan commitment that the Chargor is prepared to accept in respect of the replacement of the Charge upon its maturity, which obligations are more particularly described in the Commitment.

This is Exhibit "FF" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Source Instruments

Registration No.	*Date*	*Type of Instrument*
BR212996	2025 03 31	Notice Of Lease

Chargor(s)

Name PORT ELGIN LIVING INC.
Address for Service 820 28 St NE #6, Calgary, AB T2A 6K1

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

Chargee(s) *Capacity* *Share*

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

Statements

Schedule: See Schedules

Provisions

Principal	$700,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	ON DEMAND		
Interest Rate	Prime Rate Plus 25%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	20109		
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Jonathan Adam Rajzman 1000-120 Adelaide St. W.
Toronto
M5H 3V1
acting for Chargor(s) Signed 2025 12 01

Tel 416-363-2211
Email jrajzman@srlawpractice.com

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W.
Toronto
M5H 3V1
2025 12 01

Tel 416-363-2211
Email jrajzman@srlawpractice.com

Fees/Taxes/Payment

Statutory Registration Fee	$71.55
Total Paid	$71.55

File Number

Chargee Client File Number : 47584

SCHEDULE
OF
ADDITIONAL MORTGAGE TERMS

1. This Charge is given as collateral security to a facility letter dated September 10, 2025, as it may be amended from time to time (the "**Facility Letter**") and all loan documents delivered pursuant thereto (collectively, the Facility Letter, this Charge and loan documents are referred to as the "**Loan Documents**"). Default under the Loan Documents shall constitute default under this Charge allowing the Chargee to avail itself to and to utilize any and all remedies with respect to the lands charged available to it as set out in the Standard Charge Terms incorporated into the Charge and as may be available to it under the Loan Documents, statute or in law.

2. The Chargor covenants and agrees that it shall not, without the prior written consent of the Chargee, execute or deliver any mortgage, charge, lien or other encumbrance against its leasehold interest or the Notice of Lease registered in respect thereof, relating to the property municipally known as 5007 Highway 21, Saugeen Shores, Ontario, and legally described as PIN 33246-0625 (LT) (the "**Property**"), which is intended to rank subordinate to this Charge.

3. In the event the Chargor sells, conveys, transfers or enters into an agreement for the sale or transfer of title of the Property (or there is a change in corporate or beneficial ownership of the Chargor not approved of in writing by the Chargee) to a purchaser or transferee not approved of in writing by the Chargee, which approval will not be unreasonably withheld, the principal amount of the facilities noted in the Facility Letter and all other indebtedness secured by this Charge with accrued interest thereon and the costs to unwind any interest rate swaps shall, at the option of the Chargee, become immediately due and payable.

4. The Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Chargee for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Chargee's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Chargee representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.

5.

   a. The Chargor acknowledges and agrees that the Chargee is not bound to make any advance of any of the Loan or any unadvanced portion thereof by reason of the registration of this Charge or the advance of any part of the Loan, it being acknowledged by the Chargor that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained in the Facility Letter and herein being materially true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the security relating thereto or under the Facility Letter; and (iii) the conditions precedent contained in the Facility Letter having been satisfied.

   b. In the event this Charge is registered and either no advance whatsoever is made hereunder by the Chargee or the Chargor's ability to draw down funds is terminated by the Chargee before any funds are advanced, the Chargee will, at the expense of the Chargor and upon payment of all monies, costs, fees and disbursements then due to the Chargee, promptly upon request by the Chargor execute and deliver to the Chargor, or any agent thereof, registrable discharges of this Charge.

6. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the Property and all costs, charges, legal fees (as between solicitor and his own client) and expenses as deemed necessary by the Chargee, acting reasonably, to preserve the Property and/or to realize upon the Chargee's security and all such payments shall be forthwith due and payable by the Chargor to the Chargee and shall bear interest at the rate chargeable under this Charge until fully paid.

7. The Chargor shall be in default under this Charge if any one or more of the following events of default (an "**Event of Default**") occurs at any time or times prior to registration of a complete discharge of this Charge:

      i. the Chargor defaults under any one or more of the covenants, representations, warranties, conditions, terms, agreements, provisions and

obligations contained in the Loan Documents, to be kept, observed and performed by the Chargor;

ii. the Chargor and/or any guarantor(s) of this Charge (collectively the "**Covenantors**") fail to pay on the date upon which the same is due and payable any monies payable hereunder or under any of the other loan documents securing the Loan with respect to principal, interest, and any other monetary amount secured hereunder;

iii. the Chargor or any of the Covenantors becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor, or the Chargor makes a general assignment for the benefit of creditors or goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or otherwise acknowledges their insolvency and such proceedings, save and except for voluntary actions, are not stayed or vacated within ten (10) days;

iv. there is shown to be any material discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Covenantors with respect to the Property or the Covenantors' financial condition;

v. any or all of the shares issued and outstanding in the capital stock of the Chargor are directly or indirectly transferred, pledged, encumbered, hypothecated or dealt with in any manner whatsoever such that the Chargee determines, in its sole and unfettered discretion, that there is a change in control of the Chargor;

vi. there is litigation or any other proceeding, application, claim or action pending or threatened before any court, administrative board, or other tribunal which, if determined adversely to the Chargor would, in the opinion of the Chargee, acting reasonably, materially affect the Property, the financial condition of the Chargor or the value of the Property;

vii. there is rendered against the Chargor a final judgment, order or decree for the payment of money which remains unpaid for thirty (30) days and which, in the sole opinion of the Chargee, will materially affect the Property, the financial condition of the Chargor or the value of the Property;

viii. if the Loan Documents shall fail to constitute legal, valid, binding and enforceable charges, assignments or security interests, as applicable, in the priority required by the Commitment, each enforceable in accordance with its terms; provided, however, that such failure shall constitute an Event of Default only to the extent it arises from any act, omission, or default of the Chargor, and not where such failure results from any matter beyond the reasonable control of the Chargor (including, without limitation, any error, omission, or determination by a court or governmental authority affecting enforceability, or any act or omission of the Chargee or its counsel); and provided further that, in any such event, the Chargor shall, at its sole cost and expense, promptly execute such further documents and do such other acts as the Chargee may reasonably require to cure such defect or to make the applicable Loan Document valid, binding, and enforceable;

ix. the occurrence of a default by or non-compliance of the Chargor of any prior or subsequent encumbrance registered on title to the property; or

x. the Chargor is in contravention of the *Residential Tenancies Act* (Ontario) or any predecessor and/or successor legislation thereto which contravention materially affects the value of the Property and such default is not remedied within thirty (30) days of written notice to the Chargor.

If any Event of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the principal amount of the Loan and all interest and other sums owing secured by this Charge shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default is waived by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same Event of Default.

8. Each of the Covenantors hereby represents and warrants to the Chargee, on their own behalf, as applicable, the matters set out below:

a. Each of the Covenantors are duly authorized and empowered to execute, deliver and to perform their obligations pursuant to the Loan Documents to which they are a party;

b. Each of the Covenantors which is not an individual has been duly constituted pursuant to the laws of their respective jurisdiction of formation and are validly existing and in good standing;

c. The Loan Documents do not violate any provision of any agreement, contract, law, regulation, order, decree, writ or judgment to which the Covenantors are subject, nor their constating documents;

d. There is no litigation and there is no legal proceeding pending, threatened against it

or the Property before any court, administrative agency, governmental agency or arbitrator of any jurisdiction which could adversely affect the financial condition of it, the operations of the Property or the validity or enforceability of the Loan Documents other than disclosed to the Chargee in writing prior to date hereof;

e. All financial statements of the Covenantors previously delivered to the Chargee are correct and complete in all material respects;
f. The Chargor has not received any written notice of violation or non-conformity in respect of the Property from any level of government or other regulatory body, which has not been closed or remedied, other than disclosed to the Chargee in writing prior to date hereof;
g. All necessary permits, licenses and consents from all governmental authorities to permit the current operation of the Property have been obtained;
h. The beneficial owner(s) (the "**Beneficial Owners**") of the Property is/are as disclosed in writing to the Chargee and will not be altered without prior written consent of the Chargee;
i. The Chargor/Beneficial Owners (as applicable) have good, marketable and valid legal title to all assets charged by the Loan Documents;
j. All information contained in the Loan Documents or in any written reports from time to time prepared by or on behalf of the Chargor and delivered to the Chargee do not and will not contain any materially untrue statement of a fact or omit to state a material fact necessary to make the statements contained herein or therein misleading in light of the circumstances under which they were made; and
k. All documents related to the Property including any leases and the material contracts which have been delivered to the Chargee are complete and true copies.

The representations and warranties made herein and in the other Loan Documents shall survive the completion of the Loan transaction and the execution of any document or instrument provided to the Chargee pursuant to the Facility Letter (including this Charge) and the advancing of monies by the Chargee and, except any representation and warranty made as at a specific time or with reference to a specific document, shall be deemed to be continuously made and effective.

9. If any provision or part thereof of this Charge is held to any extent to be invalid or unenforceable, then such provision or part thereof shall be severable from this Charge and the remainder of this Charge shall not be affected and shall remain valid and enforceable.

10. Time shall be of the essence in all matters relating to this Charge.

11. Wherever in this Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require.

12. In the event of conflict between the Facility Letter and the terms of this Charge, the provisions of the Facility Letter shall prevail; provided that any provision herein contained that is not contained in the Facility Letter and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

13. In the event that any or all of the Property are expropriated it is agreed that the proceeds from any such expropriation shall be paid directly to the Chargee in priority to the claims of any other party.

14. If any provision of this Charge is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Charge which shall remain in force and be binding as though such provision had never been included.

This is Exhibit "GG" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Properties

PIN 33246 - 0625 LT

Description PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

Address 5007 HIGHWAY 21
PORT ELGIN

Applicant(s)

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

Name PORT ELGIN LIVING INC.
Address for Service 820 28 St NE #6, Calgary, AB T2A 6K1
A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

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

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, BR220622 registered on 2025/12/01 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Jonathan Adam Rajzman 1000-120 Adelaide St. W. Toronto M5H 3V1 acting for Applicant(s) Signed 2025 12 01

Tel 416-363-2211

Email jrajzman@srlawpractice.com

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

Jonathan Adam Rajzman 1000-120 Adelaide St. W. Toronto M5H 3V1 acting for Party To(s) Signed 2025 12 01

Tel 416-363-2211

Email jrajzman@srlawpractice.com

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W. Toronto M5H 3V1 2025 12 01

Tel 416-363-2211

Email jrajzman@srlawpractice.com

Fees/Taxes/Payment

Statutory Registration Fee $71.55

Total Paid $71.55

File Number

Party To Client File Number : 47584

Desjardins

ASSIGNMENT OF RENTS

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Name of financial institution

40 Elm Street, Unit 166, Sudbury, Ontario P3D 1S8

Address of financial institution

hereinafter referred to as ''THE FINANCIAL INSTITUTION''

Port Elgin Living Inc.

Name of member

820 28 St NE #6, Calgary, AB T2A 6K1

Address of member

hereinafter referred to as ''THE MEMBER''

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

1. DESCRIPTION OF PROPERTY

This Assignment of rents relates to certain real property bearing the following legal description: PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

and municipally known as 5007 Highway 21, Saugeen Shores, Ontario

(hereinafter referred to as ''THE PROPERTY'').

2. ASSIGNMENT

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

(a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;

(b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

3. ASSIGNMENT OF RENTS

(1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.

(2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.

(3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION

(1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.

(2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.

(3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.

(4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.

(5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

5. DUTIES OF THE MEMBER

Upon request by the Financial Institution, the Member shall:

(a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and

(b) deliver to the Financial Institution executed copies of all such leases.

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

6. ACTS AND EVENTS OF DEFAULT

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

(a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;

(b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or

(c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

7. ENUREMENT

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

This is Exhibit "HH" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

CERTIFICATE OF INSURANCE # 30518049

2025-03-28

Canada Mortgage and Housing Corporation ("**CMHC**") is pleased to issue this Certificate of Insurance, which includes the Special Conditions attached hereto. This Certificate of Insurance, together with (i) the National Housing Act and any applicable regulation made thereunder ("**NHA**"), (ii) the CMHC Master Loan Insurance Policy ("**MLIP**"), and (iii) The Handbook for CMHC Approved Lenders (the "**Handbook**") (as each such document and legislation may be amended from time to time) collectively contain all of the terms and conditions related to CMHC's commitment to insure.

In addition to the terms defined in the NHA and the MLIP, and to the capitalized terms identified in bold or with quotations in this Certificate of Insurance, capitalized terms used as headings have the meaning set out where each capitalized term is first used in this Certificate of Insurance.

APPROVED LENDER:		Canada ICI Capital Corporation		
BORROWER(S):		Port Elgin Living Inc.		
GUARANTOR(S): (In Quebec, guarantor(s) are also designated as surety(ies))		Geoffrey Fulton Carlton Trail Properties Ltd. Carlton Trail Limited Partnership		
PROPERTY:	**Address:**	5007 21 Highway Saugeen Shores Ontario N0H 2C5		
	Legal Description:	**TBD**		
	Tenure:	Leasehold		
	Number of Units:	**Residential:** 129		
RANK OF SECURITY ON PROPERTY:		First	**Pari Passu :** ☒ NO	
INTEREST RATE (maximum):		4.50%		
INITIAL LOAN TERM (minimum):		5 Years		
AMORTIZATION PERIOD (maximum):		50 Years		
FIRST ADVANCE DATE (no later than):		2025-09-26	**PROGRESS ADVANCES:** ☒ YES	**HOLDBACK:** ☒ NO
FINAL ADVANCE DATE: (no later than):		2026-09-28		
Net Housing Loan Amount:		$34,750,000.00		
Insurance Premium:		$973,000.00	INCLUDED IN HOUSING LOAN	
Application Fee:		$22,900.00	INCLUDED IN HOUSING LOAN	
TOTAL HOUSING LOAN AMOUNT		$35,745,900.00		

Canada

CMHC SCHL

30518049, 2025-03-28

Net Housing Loan Amount authorized to date under this Certificate of Insurance (cumulative advance amount, excl. insurance premium and application fee):	$0.00

Signed by CMHC representative :

Per:

Todd Miller, Senior Specialist, Underwriting | Spécialiste principal, Souscription

30518049, 2025-03-28

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 1 – GENERAL PROVISIONS

1. **Purpose, Use and Advancing of the Net Housing Loan.** This Certificate of Insurance is issued, in relation to the Property, for the following purpose: Construction Financing.

   The Net Housing Loan Amount, together with other sources of funds, shall be used as follows:

Source of Funds	Amount
Net Housing Loan Amount	$34,750,000.00
Borrower Equity	$4,202,020.00
Total Source of Funds	$38,952,020.00

Use of Funds	Amount
Construction Cost (incl. Land)	$38,952,020.00
Total Use of Funds	$38,952,020.00

   The Approved Lender must ensure that the Housing Loan is fully used for the purpose(s) and amount(s) indicated above.

   The first and final advances under the Housing Loan must be authorized by CMHC subject to CMHC policies and guidelines as well as any required holdback under this Certificate of Insurance. In the event that progress advances are authorized by CMHC, a fee (if applicable) will be charged based on the CMHC fee schedule in effect at the time of the advance request.

   Where the Approved Lender is disbursing a loan which it did not originate, it acknowledges that, in disbursing the Housing Loan, it assumes all rights, obligations and responsibilities of the Approved Lender who submitted the initial application for insurance in accordance with the terms and conditions of the MLIP. CMHC requires that all pre-funding conditions be specifically confirmed by the disbursing Approved Lender including, but not limited to, confirmation of compliance with CMHC Environmental Site Assessment (ESA) policy.

2. **Housing Loan Insurance Premium Calculation.** The Insurance Premium of $973,000.00 is calculated on the Net Housing Loan Amount as follows:

Base Premium	2.80%	$973,000.00
***PLUS*:**		
Surcharges:		
• Amortization Extensions	0.00%	$0.00
• Non-Residential Space	0.00%	$0.00
• Second Ranking Housing Loan	0.00%	$0.00
Sub-Total Premium		$973,000.00
***MINUS*:**		
Premium Credit		$0.00
***TOTAL*:**		
Insurance Premium (Note: this amount may be subject to provincial sales taxes, where applicable)	2.80%	$973,000.00
Minimum Premium Payable (if applicable)		$973,000.00

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 1 – GENERAL PROVISIONS

Remittance to CMHC. The Insurance Premium and related provincial sales taxes (where applicable) are to be remitted to CMHC by the Approved Lender as the Housing Loan is advanced or within thirty (30) days of CMHC's authorization to advance, whichever occurs first. If the Insurance Premium is not fully paid by the Approved Lender to CMHC within the time frame indicated herein, the insurance coverage for the Housing Loan shall be terminated automatically with no further notice to the Approved Lender. Notwithstanding the foregoing, in the case of progress advances, the insurance coverage will be maintained only in respect of prior advances where premium and taxes were paid as required above.

Acceptance. Payment of the Insurance Premium by the Approved Lender, in whole or in part, is deemed to be an acceptance and acknowledgement of the terms and conditions of this Certificate of Insurance.

Cancellation. CMHC has the right to modify or terminate this Certificate of Insurance if there is a material change to any information submitted or required to be submitted in connection with the Approved Lender's application prior to any advances having been made. Notwithstanding the foregoing, if the Approved Lender becomes aware of a material change after having made one or more advances, the insurance coverage in respect of any such prior advances will be maintained, as provided for in the MLIP.

Post-Approval Fee. Any request to modify this Certificate of Insurance must be made in writing to CMHC accompanied by the related post-approval fee (if applicable).

Expiry of Certificate of Insurance. If the first advance is not made by 2025-09-26, the insurance coverage for the Housing Loan shall automatically cease to be in force without further notice to the Approved Lender.

Date of Final Advance. If the final advance is not made on or before 2026-09-28, the Housing Loan amount shall be reduced to the amount advanced on or before the Final Advance Date, unless otherwise agreed to in writing by CMHC.

Extending Advance Dates. Should the Approved Lender wish to extend the expiry date of this Certificate of Insurance or the Final Advance Date, a request in writing must be made to CMHC prior to the expiry of this Certificate of Insurance, accompanied by the applicable post-approval fee based on the then current CMHC fee schedule. Following a review of the request, CMHC may impose additional conditions including, but not limited to, the payment of a higher Insurance Premium and an application fee. Acceptance shall be at the sole discretion of CMHC.

3. **Environmental Risks.** It is the Approved Lender's responsibility to ensure that the Property complies with CMHC policies and guidelines relating to environmental risks. Prior to the first advance, the Approved Lender shall provide CMHC with a letter, in a form satisfactory to CMHC, confirming that the Approved Lender has obtained and reviewed an Environmental Site Assessment (ESA) report in respect of the Property and that, based on the Approved Lender's review of the findings reported, the ESA conforms to CMHC policies and guidelines and the ESA report may be relied upon by the Approved Lender and CMHC for the purposes of the Housing Loan.

4. **Physical Condition Report.** A physical condition report may be prepared by or for CMHC to identify repairs which should be completed. This report is taken into account as part of CMHC's underwriting of the Housing Loan and is solely for internal purposes. As such, the report does not and will not constitute a representation

or warranty that the Property is in conformance with building or property standards, fire code or other regulations. Neither CMHC nor the inspector preparing the report assumes any responsibility for any loss or damage to any person as a result of the preparation of this report.

5. **Interest Rate.** It is the Approved Lender's responsibility to ensure that the interest rate established for the initial term of the Housing Loan does not exceed the interest rate specified in this Certificate of Insurance. The interest rate for any renewal term of the Housing Loan must comply with CMHC policies and guidelines set out in the Handbook.

6. **Real Property Taxes.** The Approved Lender is responsible for the monthly collection of taxes related to the Property.

7. **Title to Property.** The Approved Lender is responsible for ensuring good and marketable title to the Property, in accordance with the MLIP and the Handbook, and for ensuring the priority of the Security. The Approved Lender is reminded that where there is a mortgage/ hypothec, operating agreement, restrictive covenant or other instrument preserving affordability registered on title by the province, municipality or other entity, the Approved Lender must be satisfied that these covenants and restrictions are subordinated to the Housing Loan at the outset. Alternatively, with respect to restrictive covenants on title, these may remain in place for a period of up to six (6) months, subject to CMHC's written consent (as per below). This six (6) month period is intended to provide the province, municipality or other entity with opportunity to take steps to preserve the affordable housing project (as desired or applicable). In the event of default, where the Approved Lender or CMHC has exercised its remedies and has been unable to sell subject to the restrictive covenants, for a period of six (6) months, for an amount equal to the lesser of the amounts outstanding under the Housing Loan, or an amount acceptable to the party benefiting from the restrictive covenants and CMHC, then the restrictive covenants must cease to apply at CMHC's option and be discharged from title.

   Bare Trustee, Prête-Nom/Nominee or Agent. Where title to the Property is held by a bare trustee, prête-nom/nominee or agent, for and on behalf of the beneficial owner(s), the bare trustee, prête-nom/nominee or agent must be named as a borrower and any beneficial owner as a co-borrower or covenantor/guarantor (unless otherwise agreed to by CMHC). The Approved Lender must ensure that a satisfactory trust agreement or prête-nom/nominee agreement or custodial agreement is in place, whereby said bare trustee, prête-nom/nominee or agent has the authority to charge the Property.

8. **Zoning.** Prior to the first advance, the Approved Lender must obtain confirmation that the proper zoning and approvals are in place for the rental Property, which is comprised of the specified number of residential units and, if applicable, residential beds and non-residential space detailed on page 1 of this Certificate of Insurance.

9. **Housing Loan Security.** The security for the Housing Loan, having the priority ranking set out at page 1 of this Certificate of Insurance (or otherwise set out herein), shall cover all assets and revenues relating to the Property and include:

a) a mortgage, charge or hypothec, securing repayment of the Housing Loan by equal monthly payments of principal and interest;

b) an assignment of present and future rents;

c) a site-specific general security agreement (GSA) securing all inventory, equipment, vehicles, book debts, and other amounts of any nature or kind used for or related to the operation of the Property, including, without limitation, all rights in the contracts, permits and licenses related to the operation of the Property, and all rights, title and interest in the settlement proceeds and other benefits resulting from the insurance policies of the Borrower on the Property;

d) any other security deemed necessary by the Approved Lender in accordance with reasonable and prudent lending practices for similar transactions;

e) all guarantees indicated in the Guarantee section below; and,

f) security over the construction contracts, permits, plans and specifications, etc..

(The security required in this Certificate of Insurance, including as referenced in this Section 9, is collectively and individually referred to as the "Security".)

The Approved Lender may use its own form of conventional or collateral mortgage/hypothec and related security and loan documentation consistent with industry standards. Notwithstanding the foregoing, to the extent that such documentation contains additional events of default, which are not contained in CMHC's 1000 series mortgage forms outlined in the Handbook, the Approved Lender shall not call a default under the Security or other Housing Loan documentation (collectively and individually hereinafter referred to as the "**Housing Loan Documentation**") without the prior written consent of CMHC. It is the responsibility of the Approved Lender to ensure that all Housing Loan Documentation complies with the requirements of the NHA, the MLIP, the Handbook, the specific requirements of this Certificate of Insurance, and any other applicable legislation.

10. Subsequent Financing. The Borrower shall not register any subsequent encumbrances without the prior written approval of the Approved Lender, which approval shall not be unreasonably withheld. The Approved Lender shall not exercise any cross-default rights between the Housing Loan and a subsequent encumbrance without the prior written approval of CMHC.

For Projects under Construction Only. In the event the Approved Lender approves subsequent encumbrances before, during or after the construction period, the creditors will be required to confirm, in an agreement satisfactory to the Approved Lender and its legal advisors, that they will postpone and subordinate to all Housing Loan advances. Furthermore, until the final Housing Loan advance is made, no payment against a subsequent encumbrance is permitted without the prior written approval of CMHC, other than interest-only

payments or blended payments of principal and interest on the basis of an amortization period of twenty five (25) years or more.

11. Financial Statements. The Approved Lender must use reasonable efforts to obtain, within four (4) months of each fiscal year end, the following financial statements:

a) Borrower(s)*: Notice to Reader / Compilation Engagement report
b) Beneficial Owner(s): N/A
c) Property: Management Prepared
d) Guarantor(s): Management Prepared

* If the Borrower is an individual, the annual review must include all properties owned by the Borrower.

If the annual review to be performed by the Approved Lender identifies items, which directly or indirectly negatively impact the Housing Loan, and which in its opinion require further action, the Approved Lender must promptly advise CMHC in writing and seek its concurrence prior to taking any remedial action.

The Housing Loan Documentation shall provide for standalone property reporting, isolating the Property's financial and operating information from that of other properties owned by the Borrower and Guarantor(s) (as applicable).

In the event of a default by the Borrower under the Housing Loan Documentation or if the Borrower or any Guarantor seeks relief under the Bankruptcy and Insolvency Act and the Companies' Creditors Arrangement Act or other debtors relief legislation, the Approved Lender shall, if possible, seek to establish a separate project bank account for the Property.

12. Ownership Structure. The Approved Lender must ensure that the ownership structure is as represented to CMHC. See Part 3 - SCHEDULE B – Ownership Structure Chart. Unless otherwise provided in this Certificate of Insurance, any changes in ownership must be pre-approved by the Approved Lender. Where the Approved Lender deems the change to be material to the Housing Loan or to the Borrower, the Approved Lender must submit a Replacement of Covenant request, together with the applicable fee, in order to seek CMHC's concurrence. CMHC concurrence must also be sought in the event of a material sale or purchase of a portfolio of properties involving the Borrower or related entities. In addition, the Approved Lender must ensure that the Security registered on title contains a due on sale clause.

13. Property Management. The Approved Lender must ensure that CMHC policies and guidelines relating to property management are complied with. The Borrower does not have the requisite demonstrated management experience in the operation and management of similar multi-unit residential properties. As such, the Approved Lender shall ensure that a formal contract is in place with a professional third-party property management firm.

14. Shared Facilities Agreements. The Approved Lender must disclose any shared facilities, parking or other amenities, which are material to the use and operation of the Property. Where CMHC has consented to same, prior to advancing the Housing Loan, the Approved Lender must obtain a signed and valid and enforceable

shared facilities or other agreement, which is registered on title. Such agreement must ensure access and use to all lands, parking amenities, facilities, and building components identified in the application for loan insurance for the full amortization period such that, in the event of default and possession or sale by an Approved Lender holding or administering the Housing Loan, a satisfactory arrangement is in place covering all matters, including access, title and an appropriate cost sharing arrangement.

15. **Condominium (in BC, Strata).** Where the multi-unit rental Property is condominium-titled, it is a condition of the Housing Loan that the Borrower comply with all requirements of the condominium legislation (notwithstanding that all units are owned and controlled by a single owner) and the Borrower covenants that it will not sell any individual units. The Approved Lender must include the following clause in the mortgage/hypothec:

    "The mortgagor/hypothecary debtor agrees, and it is a condition of the loan secured by this mortgage/hypothec, that no sale of individual units in the condominium shall be permitted. Any attempt to sell individual units constitutes a default under the loan, and all moneys owing under the loan, including principal and interest, will immediately become due and payable. All requirements of the condominium legislation and declaration (including condominium governance and capital reserve requirements) must be complied with notwithstanding that the mortgagor/hypothecary debtor may own all units."

    Where the application approved by CMHC requires the registration of the multi-unit rental Property as a condominium, the Approved Lender must ensure that a bona fide application has been submitted by the Borrower to create a condominium corporation* on the Property. In addition to the clause outlined above, the Approved Lender must also include the following clause in the mortgage/hypothec:

    "The mortgagor/hypothecary debtor agrees, and it is a condition of the loan secured by this mortgage/hypothec that, if the mortgagor/hypothecary debtor fails to register the required documentation and take whatever other steps are required to create a condominium corporation on the lands hereby secured by [specify date], all monies owing under the loan, including principal and interest, shall immediately become due and payable, provided that, if the mortgagor/hypothecary debtor fails to bring a condominium corporation into existence by the said date for reasons that are, in the opinion of the mortgagee/hypothecary creditor, beyond the mortgagor's/hypothecary debtor's control, the mortgagee/hypothecary creditor may, at its sole discretion, extend the said date for such period of time as it deems necessary."

    *References to condominium corporation are to also be understood to mean strata corporation (for BC) and syndicate of co-owners (for QC), where applicable.

16. **Project Publicity.** The Approved Lender shall ensure that it has the right in the Housing Loan Documentation to, at CMHC's request, require the Borrower to publicly acknowledge CMHC's support for the Housing Loan, in a manner acceptable to CMHC, which may include the erection of one or more signs at the project site with the name and logo of CMHC and/or the federal government, in a form approved by CMHC.

17. **Hotel Conversion.** The Housing Loan is made pursuant to the NHA for residential purposes. The conversion of the approved residential units from rental housing to a hotel or short term stay use is not permitted. The

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 1 – GENERAL PROVISIONS

Approved Lender is required to include a clause in the Housing Loan Documentation prohibiting hotel use and further provide that the Housing Loan may be called, at the Approved Lender's sole option, if:

a) the building plan of the building is physically altered without the written approval of the Approved Lender and CMHC; and/or

b) the project ceases to be occupied by persons utilizing the accommodation for purposes of a principal residence.

18. **Non-Conforming Use.** The Approved Lender shall ensure that the Borrower purchases by-law endorsement insurance to cover risks resulting from changes to the building code and municipal by-laws subsequent to the building being completed. The Approved Lender shall endeavour where possible to ensure that the same site clause requirement shall be removed from the insurance coverage. In addition the Approved Lender acknowledges that CMHC will not recognize any claim as a result of a loss due to the non-conformity of the structure.

19. **Ground Lease (In Quebec, refers to Emphyteusis Agreement).** It is the responsibility of the Approved Lender to review the lease and ensure compliance with CMHC policy regarding leasehold lending set out in the Handbook and submit the review to CMHC, confirming full compliance with CMHC's leasehold insurance underwriting policies (other than the specific exceptions to such policies for which CMHC has formally provided its written consent). The lease constitutes a title document and the Approved Lender is responsible for all matters related to leasehold title and for the content, efficacy and enforceability of the lease documentation.

30518049, 2025-03-28

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 2 – OTHER PROVISIONS

HOUSING LOAN SECURITY – ADDITIONAL REQUIREMENTS

1. Flood Plain. The Approved Lender has advised that the Property is located in a flood zone. CMHC agrees to proceed with the loan insurance in the circumstances provided, however, that in no event shall CMHC's agreement to insure the loan be construed as extending coverage over losses arising from physical or other damages related to flood. In this regard, the nature and purpose of NHA mortgage loan insurance is to indemnify approved lenders for losses due to borrower default under the NHA insured mortgage/hypothec. As stated in CMHC Advice No. 175 to Approved Lenders ("NHA Mortgage Loan Insurance Coverage and Natural Disasters or Other Catastrophic Events"), NHA mortgage loan insurance is not insurance against property damage. It does not cover physical damage to mortgaged premises that is due to Acts of God or force majeure (e.g. floods). Notwithstanding the foregoing, as part of its due diligence, the Approved Lender must ensure compliance of the applicable requirements of section 219 covenant(s) as it relates to the risk mitigation and structural design of the building.

MLI SELECT PRODUCT FLEXIBILITIES – SPECIFIC CLAUSES

1. **Purpose of the Housing Loan.** This Housing Loan is granted under CMHC's Mortgage Loan Insurance (MLI) Select product, which offers flexibilities designed to facilitate the construction, improvement, or purchase of new or existing housing units in order to advance the social outcomes of affordability, increased energy efficiency and enhanced accessibility.

2. **Social Outcome Criteria.** It is a condition of the Housing Loan that the Property comply with the Energy Efficiency Criteria (as defined in Part 3 –SCHEDULE D – MLI Select Product Flexibilities – Clauses to Register Against the Property) and other terms and conditions set out in this Certificate of Insurance. The Approved Lender must ensure that the covenants set out in Part 3 –SCHEDULE D – MLI Select Product Flexibilities – Clauses to Register Against the Property constitute express terms in the Security and be registered on title.

   Failure by the Borrower to comply with the social outcome criteria outlined in the paragraph above shall constitute a default under the Housing Loan. Notwithstanding the foregoing, CMHC acknowledges and agrees that, prior to directing the Approved Lender to pursue any mortgage/hypothecary remedies, the Approved Lender, in consultation with CMHC, shall work with the Borrower to rectify the non-compliance. This may include, but is not limited to (i) receiving and overseeing a process by the Borrower to bring the Housing Loan into compliance with respect to the social outcome criteria, or (ii) such other actions required by the Approved Lender after consultation with and approval from CMHC. In the event that the Borrower does not rectify the non-compliance with the social outcome criteria or take such other actions required by the Approved Lender and approved by CMHC, then the Approved Lender shall, at CMHC's direction, call the Housing Loan in default and take mortgage/hypothecary remedies as required by CMHC.

3. **Guarantees (in Quebec, guarantees are also designated as suretyships).** The Guarantor(s) must provide the Approved Lender with the Guarantee(s) set out in Part 3- SCHEDULE A – Guarantees. The Guarantee shall be maintained for the full duration of the Housing Loan, including renewals. The Guarantee must be absolute,

irrevocable and unconditional and must specify that the Approved Lender is not obliged to exhaust its recourses against the Borrower or the Property (or with respect to any collateral security) prior to acting under the Guarantee. The Approved Lender is responsible for the validity and enforceability of the Guarantee and shall take all necessary steps in order to ensure compliance with this condition, including, but not limited to, requiring that the Guarantor obtain independent legal advice where necessary/prudent.

Guarantee Permitted Reduction. Should the Property generate a stabilized effective gross income of $ 3,373,056 for twelve (12) consecutive months and no defaults have occurred or are imminent, the Guarantee may be reduced to 40.0% of all amounts outstanding under the Housing Loan (principal, interest and costs incurred, including in relation to the collection and recovery of the Housing Loan and preservation of the Property and Security). The Borrower must, at all times, be in compliance with the Housing Loan to qualify for the reduction of the Guarantee. The Approved Lender must provide CMHC with written confirmation that the rental achievement requirements have been met. Confirmation must be based on units leased to bona fide tenants, in occupancy, at rent levels as evidenced by signed leases, verified by the Approved Lender in accordance with prudent industry practices. Should rental incentives or tenant inducements be part of the marketing plan, such incentives must be deducted before calculating the effective gross income.

CONSTRUCTION FINANCING

1. Construction Loan Advances. The Approved Lender must act prudently in advancing the Housing Loan in accordance with applicable legislation, best practices, and CMHC policies and guidelines relating to advancing for construction financing (including as it relates to construction lien holdbacks and project monitoring).

2. Applicable Laws, Regulations, Codes and Certifications. The Approved Lender must ensure that the Borrower complies with all applicable federal, provincial, territorial and municipal laws, regulations and codes in the construction of the project.

Prior to each advance, the Approved Lender must ensure that certification has been obtained from an industry professional, who carries adequate/appropriate errors and omissions insurance (or professional liability insurance) and is qualified to make such certifications, that the work to-date is in compliance with plans and specifications approved by the regulatory authority having jurisdiction.

3. Working Drawings. Prior to the start of construction, CMHC may request that the Approved Lender provide a complete set of working drawings to CMHC including: a site plan; architectural specifications; site services plan; landscape plan and structural, mechanical and electrical plans (including ventilation details). CMHC's review of this documentation does not and will not represent a warranty that the Property is in conformance with any building or property standards; the review is to be carried out solely for CMHC's internal purposes.

4. Construction Contract Type. General Contractor – Fixed Price. Prior to the start of construction, the Approved Lender is to ensure that the project is to be built under a general contractor arrangement where the

contract is at a fixed price, no greater than $38,952,020.00. The fixed price contract is to be given as security to the Approved Lender and the Approved Lender is to confirm the acceptability of the general contractor and the form of the contract.

The fixed price contract must be bonded at the level of 50% for labour and material and 50% performance, with the Approved Lender appropriately designated the beneficiary of the bond.

5. Project Monitoring. It is the responsibility of the Approved Lender to ensure that sufficient safeguards are in place in order to guarantee timely completion of the construction of the project at the stated costs. Prior to the start of construction, the Approved Lender is to ensure that the project budget cost is reviewed and approved by a qualified third party project monitor carrying adequate/appropriate errors and omissions insurance (or professional liability insurance), as prescribed in the Handbook.

The Approved Lender shall employ the project monitor to recommend the amount of each progress advance and holdback requirements in accordance with applicable construction lien legislation, with verification of cost of work-in-place and cost to complete on every advance. In addition, the project monitor shall provide suitable certification that all monies advanced by the Approved Lender have been used for the Property in accordance with the approved budget and that invoices and contractors have been paid.

The Approved Lender is to review and recommend progress advances. Where the Approved Lender is requesting CMHC's authorization for a progress advance, the Approved Lender must submit written confirmation of its recommendation, using the CMHC prescribed form of attestation attached at Part 3 – SCHEDULE E – Attestation Regarding Construction Progress Advances: Approved Lender Recommendation and Request for CMHC Authorization.

ACKNOWLEDGEMENT

We acknowledge that this Certificate of Insurance is issued pursuant to the Master Loan Insurance Policy and the terms and conditions forming part of this Certificate of Insurance are specific to the Housing Loan and must be fulfilled, satisfied, complied with or met by the Approved Lender in order for the Housing Loan to be insured. In the event that this Certificate of Insurance is issued with a revision date, we acknowledge that the Certificate of Insurance bearing the revision date is intended to amend, supplement or replace (as the case may be) any previously issued certificate of insurance as it relates to the Housing Loan.

We understand and acknowledge our obligation to exercise reasonable care and prudence in all matters related to the underwriting, advancing and administration of the Housing Loan, including the collection of its repayment, and protection of the Security. Further, we acknowledge that, as part of the Approved Lender's due diligence, we are responsible for retaining on file, whether in a paper-based or electronic format, documentation and details obtained in support of the loan application and related documentation submitted for CMHC insurance as well as documentation and details confirming the multi-unit residential Housing Loan was made in accordance with reasonable and prudent lending practices and in compliance with CMHC policies.

We acknowledge, consent and agree that CMHC may provide all documentation relating to the Housing Loan and this Certificate of Insurance through any communication method permitted by CMHC (including any electronic or facsimile communication). Any documents sent through electronic or facsimile communication will be considered "in writing" and to have been signed and delivered by, and binding on, any party as though it were an original document.

We acknowledge that CMHC is subject to the Access to Information Act and the Privacy Act and is committed to protecting the privacy, confidentiality and security of personal information that it holds by adhering to the requirements of these laws. We further acknowledge and agree to facilitate CMHC's compliance with these laws and their related regulations, policies, and directives. Individuals have a right to access and request corrections to their personal information that is under the control of CMHC.

PROTECTED Business Commercial - This document contains confidential and proprietary information and shall not be further distributed, copied or disclosed by the Approved Lender (other than to the Borrower, or to the Borrower's or Approved Lender's professional advisors who have a need to know, provided that the Approved Lender shall ensure any such receiving party treats the information as confidential), without the prior written consent of CMHC.

Name of Approved Lender: Canada ICI Capital Corporation

per:

Name of Signing Officer:

Place and Date of Signature:

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 3 - SCHEDULES

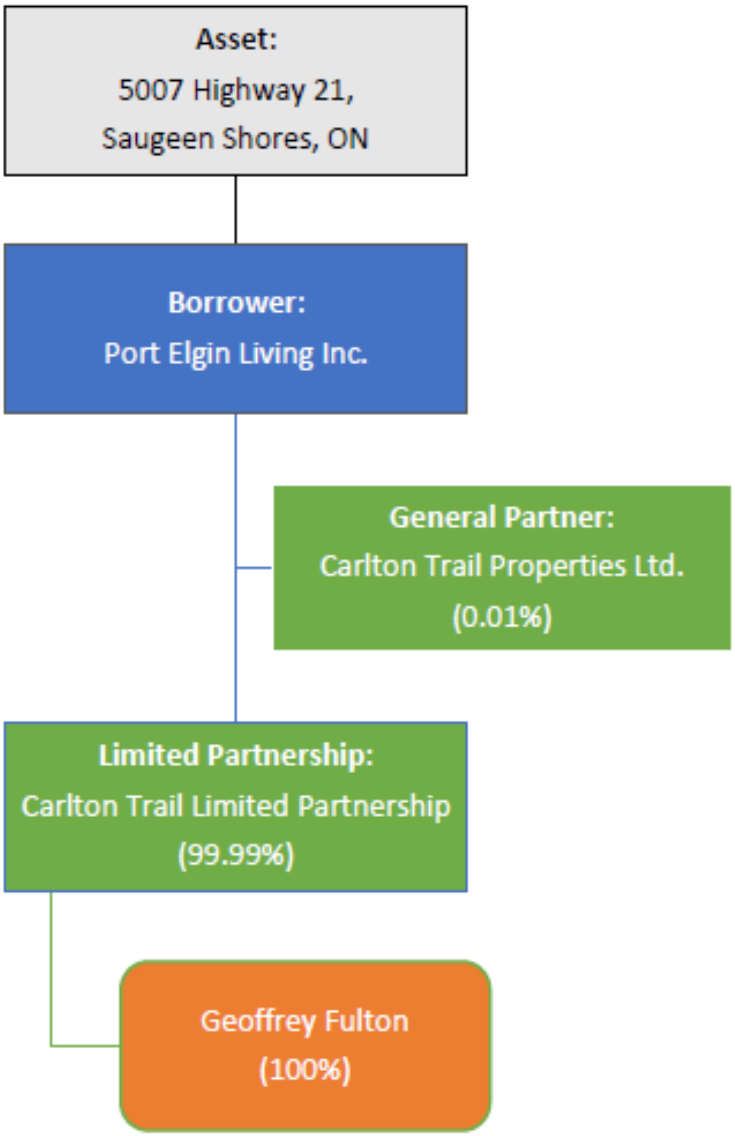
SCHEDULE A – GUARANTEES

	Guarantor/Covenantor Name	Guarantee Type	Minimum Percentage of Outstanding Housing Loan (principal, interest and costs incurred for recovery or preservation of Property)
1.	Geoffrey Fulton	Joint and Several (Solidary, in Quebec)	100.0%
2.	Carlton Trail Properties Ltd.	Joint and Several (Solidary, in Quebec)	100.0%
3.	Carlton Trail Limited Partnership	Joint and Several (Solidary, in Quebec)	100.0%

30518049, 2025-03-28

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 3 - SCHEDULES

SCHEDULE B – OWNERSHIP STRUCTURE CHART



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SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 3 - SCHEDULES

SCHEDULE C – ATTESTATION REGARDING CONSTRUCTION PROGRESS ADVANCES: APPROVED LENDER RECOMMENDATION AND REQUEST FOR CMHC AUTHORIZATION

TO: **Canada Mortgage and Housing Corporation ("CMHC")**

FROM: **Canada ICI Capital Corporation (the "Approved Lender")**

RE: **CMHC Certificate of Insurance 30518049 in relation to the multi-residential project located/to be built at 5007 Highway 21, Saugeen Shores, Ontario, N0H 2C5**

I, [Name], the [insert appropriate officer title, such as the chief financial officer or the equivalent] of the Approved Lender, in such capacity and without personal liability, certify, acknowledge, and confirm, for and on behalf of the Approved Lender, as follows:

1. This Attestation is being given in connection with the Certificate of Insurance and the Handbook. Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Certificate of Insurance.

2. The Approved Lender confirms that it is responsible for and has taken all necessary actions relating to the advancing of the Housing Loan, in accordance with applicable legislation and reasonable and prudent lending practices and in compliance with CMHC policies and guidelines relating to advancing for construction financing (including as it relates to construction lien holdbacks and project monitoring).

3. The Approved Lender confirms that, as of the date hereof:
   a. [Insert the applicable statement: [The total project budget approved by CMHC in the amount of $[XX.XX] has not changed.] OR [The total project budget approved by CMHC in the amount of $[XX.XX] has changed to $[XX.XX].]

   b. The full amount of the borrower equity in the amount of $[XX.XX] has been invested in the project.

   c. The work in place, excluding any offsite materials, is $[XX.XX], which represents [XX]% of the total project budget.

   d. The cost to complete the project in the amount of $[XX.XX], which represents [XX]% of the remaining total project budget, is sufficient to complete the project in accordance with the plans and specifications approved by the regulatory authority having jurisdiction.

   e. All progress advances have been applied towards project costs and that all major trades have been paid.

   f. It has ensured that (i) the Borrower has complied with all applicable federal, provincial, territorial, and municipal laws, regulations, and codes in the construction of the project; and (ii) a certification has been obtained from an industry professional, who carries adequate/appropriate errors and omissions insurance (or professional liability insurance) and is qualified to make such certifications, that the work

SPECIAL CONDITIONS TO THE CERTIFICATE OF INSURANCE: PART 3 - SCHEDULES

to date is in compliance with plans and specifications approved by the regulatory authority having jurisdiction.

4. Based on the foregoing, the Approved Lender recommends the authorization by CMHC of the [insert the type of advance (i.e., first, second…final)] progress advance in the amount of $[XX.XX].

5. The Approved Lender acknowledges that this Attestation is being relied upon by CMHC in connection with the Approved Lender's request for CMHC's authorization of the progress advance under the Housing Loan.

DATED AND EXECUTED as of _____, 20___.

Signature: _____

Name:

Title:

This is Exhibit "II" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Outlook

[Draft] Fw: Port Elgin - Loan Past Maturity Notice

From

From: Ariel Mossman
Sent: Friday, October 10, 2025 10:58 AM
To: Geoffrey Fulton <gfulton@carltonco.com>
Cc: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: Port Elgin - Loan Past Maturity Notice

Morning Geoff,

I am sending you this as we have significant deal fatigue from the investors due to the lack of clear exit with no Commitment on the refinancing of our loan.

We reluctantly provided you 30 months of extensions since the original maturity based on your requests for additional time to recapitalize and repay our loan.

Based on the most recent extension, you were supposed to repay the loan by the maturity date of September 1st, but that has been delayed numerous times since, and you have advised that this is now expected to occur in October. As such, the current loans are in overholding but have not been extended.

We have shown a high amount of tolerance and patience with this situation. Due to the latest delay in refinancing we will continue to overhold the loan until October 31, 2025, after which point if the loan is not repaid in full, we will proceed with enforcement of our security.

Please note that such overholding does not constitute a formal extension or a waiver of default given the current September 1st maturity.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman
Director, Loan Asset Management
Direct 416-874-0551
Cell: 647-466-7591
E-mail: ariel.mossman@imcapital.com
199 Bay Street, Suite 1900, Commerce Court, Box 271, Toronto, ON M5L 1E9 | www.imcapital.com | *FSRA License #11975*

This e-mail is confidential and may contain privileged information. If you are not an intended recipient, please delete this e-mail and notify us immediately.

Any unauthorized use or disclosure is prohibited. You may unsubscribe from e-communications at any time by clicking here.

This is Exhibit "JJ" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

OWENS WRIGHT
LAWYERS

November 5, 2025

Ronald. B. Melvin
Direct: 416.848.4732
rmelvin@owenswright.com

BY REGISTERED MAIL

TO: **Westcan Cedar Grove Villages Inc.**
Westcan Cedar Grove Limited Partnership
Carlton Trail Limited Partnership in care of Carlton Trail Properties Ltd.
612A Welland Avenue
ST. CATHARINES, Ontario
L2M 3Y1

Michael John Geoffrey Fulton (a.k.a. Geoffrey Fulton)
177 Roxborough Drive
TORONTO, Ontario
M4W 3B5

Dear Sirs:

RE: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") first mortgage loan to WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") upon the security of all property and assets comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (collectively, the "**Property**") and guaranteed by WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, CARLTON TRAIL LIMITED PARTNERSHIP and MICHAEL JOHN GEOFFREY FULTON (individually and collectively, the "**Guarantor**")

We are the solicitors for Institutional Mortgage Capital Canada Inc. (the "**Lender**") and have been retained by it in connection with the above-noted **first mortgage loan** (the "**Loan**"). We are advised by the Lender that the Loan matured on September 1, 2025 and that the following are the particulars of the amounts now due and payable thereunder:

OUTSTANDING LOAN INDEBTEDNESS as at November 5, 2025 in accordance with the attached Mortgage Discharge Statement issued by the Lender (which includes legal costs for services rendered up to and including issuance of this letter only, and thereafter such further legal costs will be charged as may be proper between a solicitor and his client)	$7,473,769.17
PER DIEM from and after November 5, 2025	$2,380.07

On behalf of the Lender, we hereby demand that that the Borrower remit full repayment of the Loan to the Lender **on or before 5:00 p.m. E.S.T. on November 17, 2025** in the amount of **$7,473,769.17 plus per diem interest as above-noted**, by bank draft or wire transfer payable to INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. in accordance with the wire transfer instructions set out on the attached Mortgage Discharge Statement.

In the event that the Borrower fails to remit payment as aforesaid in the manner and within the time specified above, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law,

without further notice to you except as may be required pursuant to such security or at law.

On behalf of the Lender, we hereby also demand, under and pursuant to all covenants and agreements in respect of the Loan made by each Guarantor, but subject to any limitations of liability thereunder, that each such Guarantor perform the Borrower's obligation(s) as aforesaid in the manner and within the time specified above, failing which, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law, without further notice to you except as may be required pursuant to such security or at law.

We enclose and hereby serve Notice of Intention to Enforce Security pursuant to subsection 244(1) of the Bankruptcy and Insolvency Act (Canada).

Be advised that any future payments tendered on account of the Loan in an amount less than the aggregate amount demanded herein will only be accepted by the Lender without prejudice to the Lender's rights under the Loan and the applicable Loan documents and shall not constitute any form of Loan amendment, extension of the term of the Loan or forbearance in any respect. On behalf of the Lender, we hereby reserve all of its rights to pursue all remedies available to it under contract and at law, without further notice except as required by contract or at law.

This matter is of a most serious nature, and we urge you to govern yourselves accordingly.

Yours very truly,

OWENS WRIGHT LLP

Per:
Ronald B. Melvin

RBM/cpa
Encl. - Mortgage Discharge Statement
Encl. - BIA Notice

c. By email to the Borrower and each Guarantor in care of geoff.fulton@calgary-capital.com

c. Lewis & Collyer
Attention: Bruce Lewis (by email to: bruce@lewiscoll.com)

c. Institutional Mortgage Capital Canada Inc.
Attention: Ryan Fernandes (by email to: ryan.fernandes@imcapital.com)

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900
Commerce Court P.O. Box 271
Toronto, ON M5L 1E9

MORTGAGE DISCHARGE STATEMENT

Issue Date November 5, 2025 **Expiry Date** November 30, 2025

IMS Loan No.
300-0151

Mortgagee / Lender
Institutional Mortgage Capital Canada Inc.

Borrower Name and Address
Westcan Cedar Grove Villages Inc.
177 Roxbourgh Drive
Toronto, ON, M4W 3B5

Primary Servicer
IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Property Address:
Villages of Port Elgin - 1st Mtg
5007 Highway 21, Port Elgin, ON

STATEMENT OF PAYOFF AS AT: **November 5, 2025** **(Please refer to Remarks below)**

Subject to all payments up to and including October 1, 2025 being made and provided all such payments are honoured by the bank drawn upon.

Principal Balance as at October 1, 2025		**$7,425,000.00**
Interest at 11.700% from October 1, 2025 to and including November 30, 2025	**(Please refer to Remarks below)**	**$145,184.17**
Legal Fees		**$2,350.00**
Discharge Fee		**$1,200.00**
Wire Charge		**$35.00**
TOTAL AMOUNT TO DISCHARGE AS AT:	November 5, 2025	**$7,573,769.17**
Other Reserve account balance		**($100,000.00)**
TOTAL DUE AND OWING ON:	November 5, 2025	**$7,473,769.17**

Additional per diem interest will accrue daily from December 1, 2025 at $2,380.07

PLEASE NOTE THAT ONLY WIRED FUNDS FOR REPAYMENT OF MORTGAGE LOANS WILL BE ACCEPTED. SEE WIRING INSTRUCTIONS BELOW.

IMS LIMITED PARTNERSHIP, by its General Partner, INSTITUTIONAL MORTGAGE SERVICING CANADA INC.

Ryan Fernandes, Director

E. & O.E.

Payment Wiring Instructions

Beneficiary Name:	IMS Limited Partnership						
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court, P.O. Box 271, Toronto, ON M5L 1E9						
Bank Name/Address:	TD Canada Trust, 55 King Street West, Toronto, Ontario						
Bank #:	004	Transit #:	19922	Swift Code:	TDOMCATTTOR	Account #:	5279563
Reference:	300-0151						

REMARKS:

This statement is intended for the use of the party(ies) to whom it is addressed.

The date of receipt of funds by wire transfer to IMS's account will be determined based upon the time of receipt as stipulated by the loan documents, and additional per diem interest will be charged and payable accordingly. If payoff is to occur after the Expiry Date, please request an updated statement at least 2 business days prior to the anticipated payoff date. A statement fee of $250.00 will be charged for each additional statement requested.

This statement does not include any returned payments or charges, or amounts that may be paid or reimbursed from any reserve/escrow accounts subsequent to the Issue Date. All amounts charged to the Loan subsequent to the Issue Date of this statement are the responsibility of the Borrower. These amounts will be included or deducted from the balances set out above as appropriate.

Subject to receipt of all funds required to fully repay the loan indebtedness and all other charges as set out in this statement, the Lender undertakes to, within a reasonable period thereafter, execute discharges of all loan documents registered against or securing the Property and provide the same to the Borrower or its counsel for registration at the Borrower's expense. Such discharges, including any PPSA discharges, are to be prepared by Borrower's counsel and submitted to IMS, Attention: Jean Monardo by email to jean.monardo@imservicing.ca.

Every effort has been made to ensure the accuracy of this mortgage discharge statement . Please review the information set out above and confirm that such information agrees with the Borrower's records. Notification is hereby given that, in the event of error or omission, the Lender does not in any way prejudice its right and entitlement to all monies lawfully due under the terms of the loan documents. This statement does not in any way alter or modify any of the terms of the loan documents.

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the Bankruptcy and Insolvency Act (Canada)

TO: **Westcan Cedar Grove Villages Inc.**, an insolvent person
Westcan Cedar Grove Limited Partnership, an insolvent person
Carlton Trail Limited Partnership, an insolvent person, in care of **Carlton Trail Properties Ltd.**
Michael John Geoffrey Fulton (a.k.a. Geoffrey Fulton), an insolvent person

TAKE NOTICE THAT:

1. INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., a secured creditor (the "**Secured Creditor**"), intends to enforce its security on the property of the insolvent person described below:

   (a) all property and assets comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario; and

   (b) all other real and personal property which has been mortgaged, charged, pledged, assigned or otherwise encumbered by the security described below.

2. The security that is to be enforced is in the form of:

   (a) the Charge/Mortgage made by Westcan Cedar Grove Villages Inc. (the "**Borrower**") in favour of the Secured Creditor and registered on title to the above-described real property as Instrument No. BR162698;

   (b) the Notice of Assignment of Rents - General made by the Borrower in favour of the Secured Creditor and registered on title to the above-described real property as Instrument No. BR162699 and attached General Assignment of Rents dated November 30, 2020 made by the Borrower in favour of the Secured Creditor;

   (c) the General Security Agreement dated November 30, 2020 made by the Borrower and Westcan Cedar Grove Limited Partnership in favour of the Secured Creditor;

   (d) the Indemnity Agreement dated November 30, 2020 made by the Borrower, Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership and Michael John Geoffrey Fulton in favour of the Secured Creditor;

   (e) the Full Recourse Guarantee dated November 30, 2020 made by Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership and Michael John Geoffrey Fulton in favour of the Secured Creditor;

   (f) the Beneficial Owner Agreement dated November 30, 2020 made by the Borrower and Westcan Cedar Grove Limited Partnership in favour of the Secured Creditor; and

   (g) Notice and Direction to Tenants dated November 30, 2020 made by the Borrower in favour of the Secured Creditor.

3. The total amount of indebtedness secured by the security is $7,473,769.17.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED this 5th day of November, 2025.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
by its solicitors, **OWENS WRIGHT LLP**

Per: _____
Ronald B. Melvin

This is Exhibit "KK" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

OWENS WRIGHT
LAWYERS

November 5, 2025

Ronald. B. Melvin
Direct: 416.848.4732
rmelvin@owenswright.com

BY REGISTERED MAIL

TO: **Westcan Cedar Grove Villages Inc.**
Westcan Cedar Grove Limited Partnership
Carlton Trail Limited Partnership in care of Carlton Trail Properties Ltd.
612A Welland Avenue
ST. CATHARINES, Ontario
L2M 3Y1

Michael John Geoffrey Fulton (a.k.a. Geoffrey Fulton)
177 Roxborough Drive
TORONTO, Ontario
M4W 3B5

Westcan Cedar Grove Villages Inc.
Westcan Cedar Grove Limited Partnership
Carlton Trail Limited Partnership in care of Carlton Trail Properties Ltd.
Michael John Geoffrey Fulton (a.k.a. Geoffrey Fulton)
177 Roxborough Drive
TORONTO, Ontario
M4W 3B5

Dear Sirs:

RE: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. (the "**Lender**") second mortgage loan to WESTCAN CEDAR GROVE VILLAGES INC. (the "**Borrower**") upon the security of all property and assets comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario (collectively, the "**Property**") and guaranteed by WESTCAN CEDAR GROVE LIMITED PARTNERSHIP, CARLTON TRAIL LIMITED PARTNERSHIP and MICHAEL JOHN GEOFFREY FULTON (individually and collectively, the "**Guarantor**")

We are the solicitors for Institutional Mortgage Capital Canada Inc. (the "**Lender**") and have been retained by it in connection with the above-noted **second mortgage loan** (the "**Loan**"). We are advised by the Lender that the Loan matured on September 1, 2025 and that the following are the particulars of the amounts now due and payable thereunder:

OUTSTANDING LOAN INDEBTEDNESS as at November 5, 2025 in accordance with the attached Mortgage Discharge Statement issued by the Lender (which includes legal costs for services rendered up to and including issuance of this letter only, and thereafter such further legal costs will be charged as may be proper between a solicitor and his client)	$2,299,733.58
PER DIEM from and after November 5, 2025	$1,063.36

On behalf of the Lender, we hereby demand that that the Borrower remit full repayment of the Loan to the Lender **on or before 5:00 p.m. E.S.T. on November 17, 2025** in the amount of **$2,299,733.58 plus per diem interest as above-noted**, by bank draft or wire transfer payable to INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. in accordance with the wire transfer instructions set out on the attached Mortgage Discharge Statement.

In the event that the Borrower fails to remit payment as aforesaid in the manner and within the time specified above, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law, without further notice to you except as may be required pursuant to such security or at law.

On behalf of the Lender, we hereby also demand, under and pursuant to all covenants and agreements in respect of the Loan made by each Guarantor, but subject to any limitations of liability thereunder, that each such Guarantor perform the Borrower's obligation(s) as aforesaid in the manner and within the time specified above, failing which, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law, without further notice to you except as may be required pursuant to such security or at law.

We enclose and hereby serve Notice of Intention to Enforce Security pursuant to subsection 244(1) of the Bankruptcy and Insolvency Act (Canada).

Be advised that any future payments tendered on account of the Loan in an amount less than the aggregate amount demanded herein will only be accepted by the Lender without prejudice to the Lender's rights under the Loan and the applicable Loan documents and shall not constitute any form of Loan amendment, extension of the term of the Loan or forbearance in any respect. On behalf of the Lender, we hereby reserve all of its rights to pursue all remedies available to it under contract and at law, without further notice except as required by contract or at law.

This matter is of a most serious nature, and we urge you to govern yourselves accordingly.

Yours very truly,

OWENS WRIGHT LLP

Per:
Ronald B. Melvin

RBM/cpa
Encl. - Mortgage Discharge Statement
Encl. - BIA Notice

c. By email to the Borrower and each Guarantor in care of geoff.fulton@calgary-capital.com

c. Lewis & Collyer
Attention: Bruce Lewis (by email to: bruce@lewiscoll.com)

c. Institutional Mortgage Capital Canada Inc.
Attention: Ryan Fernandes (by email to: ryan.fernandes@imcapital.com)

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900
Commerce Court P.O. Box 271
Toronto, ON M5L 1E9

MORTGAGE DISCHARGE STATEMENT

Issue Date November 5, 2025

Expiry Date November 30, 2025

IMS Loan No.
300-0143

Mortgagee / Lender
Institutional Mortgage Capital Canada Inc.

Borrower Name and Address
Westcan Cedar Grove Villages Inc.
177 Roxbourgh Drive
Toronto, ON, M4W 3B5

Primary Servicer
IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Property Address:
Villages at Port Elgin - 2nd
5007 Highway 21, Port Elgin, ON

STATEMENT OF PAYOFF AS AT: **November 5, 2025** **(Please refer to Remarks below)**

Subject to all payments up to and including October 1, 2025 being made and provided all such payments are honoured by the bank drawn upon.

Principal Balance as at October 1, 2025		**$2,250,000.00**
Interest at 17.250% from October 1, 2025 to and including November 30, 2025	**(Please refer to Remarks below)**	**$64,864.72**
Legal Fees		**$2,350.00**
Discharge Fee		**$1,200.00**
Wire Charge		**$35.00**
TOTAL AMOUNT TO DISCHARGE AS AT:	November 5, 2025	**$2,318,449.72**
Less: Tax Reserve account balance		**($18,716.14)**
TOTAL DUE AND OWING ON:	November 5, 2025	**$2,299,733.58**

Additional per diem interest will accrue daily from December 1, 2025 at $1,063.36

PLEASE NOTE THAT ONLY WIRED FUNDS FOR REPAYMENT OF MORTGAGE LOANS WILL BE ACCEPTED. SEE WIRING INSTRUCTIONS BELOW.

IMS LIMITED PARTNERSHIP, by its General Partner, INSTITUTIONAL MORTGAGE SERVICING CANADA INC.

Ryan Fernandes, Director

E. & O.E.

Payment Wiring Instructions

Beneficiary Name:	IMS Limited Partnership						
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court, P.O. Box 271, Toronto, ON M5L 1E9						
Bank Name/Address:	TD Canada Trust, 55 King Street West, Toronto, Ontario						
Bank #:	004	Transit #:	19922	Swift Code:	TDOMCATTTOR	Account #:	5279563
Reference:	300-0143						

REMARKS:

This statement is intended for the use of the party(ies) to whom it is addressed.

The date of receipt of funds by wire transfer to IMS's account will be determined based upon the time of receipt as stipulated by the loan documents, and additional per diem interest will be charged and payable accordingly. If payoff is to occur after the Expiry Date, please request an updated statement at least 2 business days prior to the anticipated payoff date. A statement fee of $250.00 will be charged for each additional statement requested.

This statement does not include any returned payments or charges, or amounts that may be paid or reimbursed from any reserve/escrow accounts subsequent to the Issue Date. All amounts charged to the Loan subsequent to the Issue Date of this statement are the responsibility of the Borrower. These amounts will be included or deducted from the balances set out above as appropriate.

Subject to receipt of all funds required to fully repay the loan indebtedness and all other charges as set out in this statement, the Lender undertakes to, within a reasonable period thereafter, execute discharges of all loan documents registered against or securing the Property and provide the same to the Borrower or its counsel for registration at the Borrower's expense. Such discharges, including any PPSA discharges, are to be prepared by Borrower's counsel and submitted to IMS, Attention: Jean Monardo by email to jean.monardo@imservicing.ca.

Every effort has been made to ensure the accuracy of this mortgage discharge statement. Please review the information set out above and confirm that such information agrees with the Borrower's records. Notification is hereby given that, in the event of error or omission, the Lender does not in any way prejudice its right and entitlement to all monies lawfully due under the terms of the loan documents. This statement does not in any way alter or modify any of the terms of the loan documents.

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the Bankruptcy and Insolvency Act (Canada)

TO: **Westcan Cedar Grove Villages Inc.**, an insolvent person
Westcan Cedar Grove Limited Partnership, an insolvent person
Carlton Trail Limited Partnership, an insolvent person, in care of **Carlton Trail Properties Ltd.**
Michael John Geoffrey Fulton (a.k.a. Geoffrey Fulton), an insolvent person

TAKE NOTICE THAT:

1. INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., a secured creditor (the "**Secured Creditor**"), intends to enforce its security on the property of the insolvent person described below:

   (a) all property and assets comprising Part Lot 8, Concession 6 Saugeen, and Part Lots 6-8, Concession 5 Saugeen, PIN 33246-0625 LT, 5007 Highway 21, Saugeen Shores, Ontario; and

   (b) all other real and personal property which has been mortgaged, charged, pledged, assigned or otherwise encumbered by the security described below.

2. The security that is to be enforced is in the form of:

   (a) the Charge/Mortgage made by Westcan Cedar Grove Villages Inc. (the "**Borrower**") in favour of the Secured Creditor and registered on title to the above-described real property as Instrument No. BR155943;

   (b) the Notice of Assignment of Rents - General made by the Borrower in favour of the Secured Creditor and registered on title to the above-described real property as Instrument No. BR155944 and attached General Assignment of Rents dated May 28, 2020 made by the Borrower in favour of the Secured Creditor;

   (c) General Security Agreement dated May 28, 2020 made by the Borrower and Westcan Cedar Grove Limited Partnership in favour of the Secured Creditor;

   (d) Indemnity Agreement dated May 28, 2020 made by the Borrower, Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership and Michael John Geoffrey Fulton in favour of the Secured Creditor;

   (e) Full Recourse Guarantee dated May 28, 2020 made by Westcan Cedar Grove Limited Partnership, Carlton Trail Limited Partnership and Michael John Geoffrey Fulton in favour of the Secured Creditor;

   (f) Beneficial Owner Agreement dated May 28, 2020 made by the Borrower and Westcan Cedar Grove Limited Partnership in favour of the Secured Creditor; and

   (g) Notice and Direction to Tenants dated May 28, 2020 made by the Borrower in favour of the Secured Creditor.

3. The total amount of indebtedness secured by the security is $2,299,733.58.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED this 5th day of November, 2025.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
by its solicitors, **OWENS WRIGHT LLP**

Per: _____
Ronald B. Melvin

This is Exhibit "LL" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Outlook

RE: Villages of Port Elgin - Forbearance

From Geoffrey Fulton <gfulton@carltonco.com>
Date Tue 11/25/2025 2:30 PM
To Jeff O'Brien <jeff.obrien@imcapital.com>; Ariel Mossman <ariel.mossman@imcapital.com>

1 attachment (755 KB)
(FINAL) PORT ELGIN LP.pdf;

CAUTION:External

Gentlemen,

We have a loan proposal through the Royal network which is attached. We have discussed the expected due diligence time period. Because of the immediate access to all relevant documents thanks to the Desjardins – CMHC process, they are suggesting a couple of weeks to a firm proposal with the potential of closing before Christmas. All of this is dependant on keeping the CMHC financing together. We need to have a discussion of how best to proceed. The forbearance process seems like a bit of overkill. Please give me a call when you are free.

Best,

Geoff

From: Ariel Mossman <ariel.mossman@imcapital.com>
Sent: November 25, 2025 9:58 AM
To: Geoffrey Fulton <gfulton@carltonco.com>
Cc: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: RE: Villages of Port Elgin - Forbearance

Morning Geoff,

Following up on the below, we need an answer today.

The demand notice period expired last Monday, the investors need to either have a Forbearance in place or to move forward with next steps in the enforcement.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman

Director, Loan Asset Management

Direct 416-874-0551

Cell: 647-466-7591

E-mail: ariel.mossman@imcapital.com

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From: Ariel Mossman
Sent: Friday, November 21, 2025 11:35 AM
To: Geoffrey Fulton <gfulton@carltonco.com>
Cc: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: Villages of Port Elgin - Forbearance

Hi Geoff,

As you are aware, we issued a Demand Letter on November 5th, and the notice period expired on November 17th.

We have had discussions with both EQB and our internal fund and I believe I can get them to agree to a Forbearance Agreement until January 31, 2026, subject to the following terms.

- Interest brought current (Nov 1st payment), and continuing to pay interest during the Forbearance period.
- $250K paydown to the 1st mortgage due on sign back of the Forbearance Agreement.
- $10K Forbearance Fee
- Consent to receivership if the loan is not repaid by expiry of the Forbearance period or if you default during the Forbearance period.

This is the best path forward to give you time to workout the CMHC and bridge financing or find an alternative repayment option.

Please confirm acceptance of the terms so I can proceed with getting approvals from the investors and have our lawyer draft the agreement. If you do not agree to a Forbearance then we will have to move forward with next steps in the enforcement process.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman

Director, Loan Asset Management

Direct 416-874-0551

Cell: 647-466-7591

E-mail: ariel.mossman@imcapital.com

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November 21st, 2025

Westcan Cedar Grove Villages Inc.
430-2020 4 Street SW
Calgary Alberta T2S 1W3

Attn Mr. Geoffrey Fulton

Re: Mortgage Financing secured by a first charge on the real property located at 5007 Highway 21, Port Elgin, ON, being 118 acres comprised of 165 seasonal RV and transient sites operating together with 84 four-season sites subject to ground lease for an additional 129 year-round long-term rental sites operated by Port Elgin Living Inc. under a CMHC program and legally described herein in Schedule A, the Mortgage Security, (Collectively, the "Subject Property" or the "Property")

GennX Financial Corp., on behalf of the lender named herein, is prepared to consider a loan facility on the following terms and conditions and based on the financial and other information provided in connection with your request for financing. This Loan Proposal should not be considered a commitment letter by GennX Financial Corp., the lender, the Borrower or the Guarantor save and except that for the terms and conditions of the section captioned "Acceptance" herein, which section shall be binding and enforceable by the parties hereto. Until the execution and delivery of the Commitment Letter (as defined below), either party may terminate all negotiations or discussions of this proposed transaction for any reason, with or without cause, and at any time. Upon acceptance, we will proceed with the loan requirements and due diligence to confirm and obtain a commitment to fund.

Borrower: Westcan Cedar Grove Villages Inc.
(the "Mortgagor" or the Borrower)

The Borrower agrees to satisfy all terms, conditions and requirements herein contained and acknowledges and agrees that their obligation hereunder, including, without limitation, the obligations to repay the Loan, shall constitute primary obligations.

Guarantor: Mr. Geoffrey Fulton, Carlton Trail Properties Ltd., Carlton Trail Limited Partnership, Westcan Cedar Grove Limited Partnership shall provide guarantee on a joint and several basis.

Purpose: Proceeds of the Loan, as herein defined, will be used to assist with the refinance and payout of the existing mortgages and balance to be defined as the approved use of funds.

Amount: The lesser of: (i) $10,500,000 or (ii) 65% of the satisfactory lender assessed "As Is" value for the subject Property after payout of all existing mortgages and subject to ground lease to Port Elgin Living Inc. An appraisal is to be prepared by a Bona Fide appraiser approved by the Lender. (the "Loan" or "Loan Facility").

Interest Rate: 10.75% per annum during the first twelve (12) months of the Term Interest shall be calculated monthly with no deemed re-investment of monthly payments on the principal outstanding for the term.

Term: 13 Months from the date of the initial advance.

The borrower has the privilege to extend the mortgage for an additional six (6) months, provided that the mortgage remains current and has never previously been in default, with the following terms:

- *The higher of (i) **10.75%** or (ii) Royal Bank Prime + 6.3% per annum calculated monthly*
- *Payment of a 2% Extension fee*

If an extension agreement has not been executed 60 days prior to maturity of the mortgage, Interest for the final month of the term shall be at an interest rate equal to the higher of (i) 18.00% or (ii) Royal Bank Prime + 13.55% per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding until the principal amount of the charge is discharged in full.

Amortization: Interest Only

Repayment: Due Monthly, not in advance, with interest being calculated daily, and compounded monthly on each payment due date on the total of the principal balance plus accrued interest outstanding on the payment date.

Prepayment Privileges: Closed for 12 months.

Payment: Interest only payments to be paid monthly, in arrears, on the first day of each month.

Security: The following security for the loan shall be granted in favor of the Lender, in form and content satisfactory to the Lender and its legal counsel (hereinafter collectively referred to as the "Security")

1. A first ranking mortgage registered on the Property.
2. A direction and beneficial charge agreement granted by the Beneficial Owners.
3. Promissory Note from the Borrowers and Guarantors
4. A General Security Agreement in a form satisfactory to the lender's solicitor on all present and future acquired property, all site leases and rental contracts, occupancy agreements, income, and insurance proceeds relating to the operations.
5. A General Security Agreement on all movable property used in connection or arising from the Property.
6. General Assignment of Rents and Leases with specific assignment of leases as determined by the Lender.
7. Guarantee by the Guarantor for all the obligations of the Borrower.
8. Negative covenants restricting additional encumbrances, changes in ownership, material changes to leases and operations without lender consent.
9. An assignment of all contracts related to the property.
10. Such further and other security as legal counsel for the Lender may reasonably require. Documentation, resolutions, legal opinions, and certificates as required by the Lender shall be in a form required by the Lender and its legal counsel, acting reasonably.

Ground Lease: Lender to accept the security subject to a satisfactory ground lease to Port Elgin Living Inc. (the "Ground Lease") to provide 129 year-round long-term rental sites, parking, internal roadways, etc. financed by a CMHC-insured mortgage to Caisse Desjardins Ontario Credit Union Inc. ("Desjardins"). Lender to execute lease recognition/non-disturbance/priority agreement with respect to Desjardins loan and advances under it in form acceptable to Lender's legal counsel, acting reasonably. Lender to review and consent to Reference Plan detailing lands subject to Ground Lease in form acceptable to Lender's legal counsel, acting reasonably.

Expedited Closing: The Lender shall use best efforts to effect a closing take place before the end of 2025 and shall assist the Borrower in obtaining any necessary extensions from CMHC and Desjardins.

Confidentiality: No terms of this letter may be disclosed to any third party without the prior written consent of the lender and the borrower.

Fees: A total Lender and Brokerage fee of $525,000 (the "Mortgage Fee") shall be paid at closing less any Earnest Work Fee Deposit paid, and / or Commitment Fees paid by the Borrower to GennX Financial Corp.

Deductions: The Mortgagor authorizes the payment of the lender and broker fee to be deducted from the funds when advanced. Borrower shall be responsible for Lender's legal fees and disbursements and all 3rd party costs. Legal fees shall be on the account of the borrower and shall include HST and all applicable disbursements including searches, registrations, and lender only title insurance policy to be arranged by Lender.

Insurance: Prior to the funding date, the Mortgagee will require confirmation of insurance policies (or certified copies) satisfactory to the lender and its solicitor.

Documentation: All documentation shall be in a form prescribed by the Mortgagee and as approved by its solicitor and include reasonable comments requested by the Borrower and its solicitor, satisfactory to the Lender's solicitor. The security documents are to be prepared by the Mortgagee's solicitors and costs of such to be paid on the borrower's account.

Title: All security documentation and legal work as described herein and required for the transaction has been completed to the satisfaction of the Lender and its solicitor. The Lender and its solicitor being satisfied that the subject property complies with all relevant bylaw and municipal codes.

Subsequent Encumbrances: Borrowers may not place subsequent encumbrances on the subject property without the written consent of the lender. The Borrower shall obtain consent of the lender prior to any amendment, modification, or waiver of the Ground Lease or any related documents, which consent shall not be unreasonably withheld.

Other Costs: All payments in connection with this mortgage such as but not limited to, legal, appraisals and any other consultant reports, will be made on the account of the borrower.

Mortgage: The Terms and Conditions of the mortgage loan commitment and proposal shall continue to apply notwithstanding the preparation and execution and registration of the mortgage and other documents.

Realty Taxes: The Mortgagee reserves the option to require that monthly payments be made to the Mortgagee on account of said taxes in addition to the principal and interest payments. Furthermore, the Borrower shall make the Property Tax payments out of their own resources. Taxes to be paid and current prior to closing.

Due on Sale: The Mortgage shall provide that should the Mortgagor directly or indirectly (A) sell, convey, transfer, further encumber or dispose of the real property or (B) the shares or interest in the Borrower described in the Mortgage, or (C) any part thereof, or any interest therein, or (D) agree so to do, without the written consent of the Mortgagee being first obtained, then the Mortgagee shall have the right, at its option, to declare forthwith due and payable the entire balance of the unpaid principal with accrued and unpaid interest due thereon, together with any bonus of interest required and provided herein. The decision to accelerate the loan as stated in the Mortgage shall be at the sole option of the Mortgagee. The consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Notwithstanding the foregoing, this paragraph shall not apply to a transaction involving shares or interests in the Borrower not exceeding a ten percent (10%) interest provided that there is no change in the management or control of the Borrower.

Conditions Precedent: The Loan shall be subject to the following conditions prior to issuance of the Lender's Mortgage Commitment.

1. All Security to be prepared by a Solicitor selected by the Lender, which will act on behalf of the Lender with all costs for the account of the Borrower.
2. Satisfactory peer review of the November 10, 2025, Valco "as is" valuation of the Property as described in Schedule A. The total loan(s) shall not exceed 65% of the lender assessed value for the subject Property.
3. Inspection of the Property, satisfactory to the Lender, at the Borrower's expense.
4. Satisfactory review of an Environmental Assessment and a Geotechnical report for the Property with quantum of any potential Remediation costs fully disclosed and supported with Reliance Letters addressed to the Lender.
5. Satisfactory confirmation of the net usable land area of the Property, including (i) identification and mapping of all Saugeen Valley Conservation Authority regulated areas, natural heritage features, and other environmentally sensitive lands; (ii) confirmation of the required setback limits and their locations.
6. Receipt of the corporate organizational chart and satisfactory review of all holders of beneficial interest in the Property, and all ownership agreements related to the Property.
7. Satisfactory receipt of documentation related to financing and development of the project to be completed under the Ground Lease, including CMHC Certificate of Insurance and Desjardins letter of commitment.
8. Satisfactory evidence of the Borrower's revenue, confirming the Borrower's ability to meet all debt service obligations.
9. Delivery of copies of all signed Leases, rental contracts and agreements, licenses, and any amendments thereto or renewals thereof in form and content satisfactory to the Lender.
10. Delivery of a current property taxes statements for the property, satisfactory to the Lender.
11. Delivery of an up to date and current rent roll including a breakdown of recoveries, site and unit details, maturity date, and operating expenses confirming all leases for the Property.
12. The Borrower shall maintain full replacement cost "all risk" insurance for the Property that also covers, comprehensive general liability insurance, 12-month rental income and business interruption insurance and any other insurance recommended by the Lender's insurance consultant and risk analyst, satisfactory to the Lender.
13. Delivery of completed Lender's Forms, Financial Statements, Net Worth Statements, Rent Roll and Operating Expenses, bank statements, equity and cost to date, credit rating and background check for the Borrower and the Guarantor, satisfactory to the Lender.
14. The Guarantors' identification and qualifications shall be provided and must be satisfactory to the Lender, in the Lender's sole discretion.

15. Receipt of the the current mortgage balance statements and confirmation that the current mortgages and loans will be paid out on Closing.
16. Receipt and review of all third-party contracts (I.e. management contracts, maintenance contracts) invoices, payables, and reciprocal agreements.
17. Confirmation from the Lender's Planning Consultant regarding the current zoning, planning status and justification to support the feasibility of the development plan, satisfactory to the lender.
18. The Lender being satisfied in its sole discretion that the market conditions at closing will be favourable towards refinancing or repayment of the Loan.
19. Confirmation of Use of Funds.
20. Such other information that the Lender may reasonably require.

General Conditions of the Mortgage:

a) The Borrower shall be the legal and beneficial owner of a good and marketable freehold title to the Property and all personal property associated therewith.

b) All taxes, assessments, duties and other levies and charges affecting the Property, other than amounts which are not yet due and payable, shall have been paid prior to each advance of the Loan, failing which they shall be paid from the proceeds of any advance.

c) The Borrower shall deliver the following: all title deeds, copies of all contracts affecting or relating to the property, required insurance policies, evidence of tax accounts and its status, certified copies of the Borrower's borrowing by-laws and resolutions authorizing this transaction, certified copies of Articles of Incorporations, certificate of incorporation, status of compliance of the Borrower, any existing survey, and any other documents as may be reasonably required by the Lender's counsel.

d) All security and documentation related to this Loan as required by the Lender shall have been received and reviewed to the complete satisfaction of the Lender and all other approvals required by the Lender shall have been given and satisfied.

e) If at any time before or after the advance, there is or has been any material discrepancy or inaccuracy in any written information, statements or representations therefore made or furnished by or on behalf of the borrower, then the lender shall be entitled forthwith to cancel the lender's obligations hereunder or declare any monies therefore advanced with interest to be forthwith due and payable and retain all fees provided by the borrower.

f) The lender has been satisfied with the feasibility of the Borrower's representations as it relates to the purpose and uses of the loan.

g) Subject to the Lender's Mortgage Commitment Terms and Requirements.

ACCEPTANCE:

If the above terms and conditions are acceptable to you, please sign and return a copy of this Loan Proposal along with funds in the amount of **$25,000.00 as a work fee (the "Work Fee") payable to GennX Financial Corp.** on or before **November 26th, 2025, at 4:00 p.m.** The Work Fee will be non-refundable and considered earned by the Lender upon execution of the Loan Proposal. The Work Fee will be credited against the Mortgage Fee on closing.
The payment of all or part of the Work Fee Deposit in accordance with the above, is a genuine pre-estimate of services performed by the GennX Financial Corp. and the Lender to prepare the Loan Proposal and obtain a Commitment Letter and same is not a penalty or interest on the Loan. The Borrower acknowledges and agrees that such fees and charges contained herein are reasonable and reflect a reasonable pre-estimate of the actual costs with respect to each of such charges and fees.

GennX Financial Corp. and the Lender are authorized to obtain a Credit Bureau on the Borrower and or Guarantors in connection with this financing application.

The Borrower acknowledges that the Lender is under no obligation to issue a commitment and that this Loan Proposal is an expression of interest for financing the Borrower's property subject to any further due diligence the Lender may conduct.

This Loan Proposal is deemed cancelled if (i) the Borrower does not return an accepted copy within three (3) days from the date the Letter is issued, (ii) the Lender withdraws or amends the Letter, or (iii) the Borrower fails to meet the conditions outlined in this Letter to the sole satisfaction of the Lender.

Any amendments to this Loan Proposal must be evidenced in writing and agreed to by the Lender, the Borrower, and the Guarantor, if applicable.

Yours very truly,

GENNX FINANCIAL CORP.
FSRA # 13262 LIC# M10000724
(the "Brokerage")

c/o
Fiducia Ventures Inc.
2-38 Innovator Avenue
Stouffville ON L4A 0Y2
and
SPB Capital Advisors Inc.
1250 Rene Levesque Blvd West 22nd Floor
Montreal QC H3B 4W8
(together the "Lender")

GennX Financial Corp. (FSRA# 13262) 5600-100 King St. West Toronto ON M5X 1C9 is acting as brokerage for the Lender in connection with this loan transaction. Fiducia Ventures Inc. and SPB Capital (the "Lender") may participate or assign the Loan at its discretion. The Borrower acknowledges that the Lender is syndicating all or a portion of the Loan and may utilize the services of a Mortgage Administrator on terms and all terms are conditional on successful completion of the syndication.

ACCEPTANCE

Please signify your acceptance of this Loan Proposal by executing where indicated below, initialing each page, and returning the same along with the Earnest Fee Deposit on or before **November 26th 2025**, after which this letter becomes void and may not be accepted without the further written concurrence of the mortgagee.

We acknowledge and accept the above-mentioned terms and conditions on this:

25 day of November , 2025.

BORROWER: Westcan Cedar Grove Villages Inc.

Name:
I have authority to bind the Corporation.

GUARANTOR: Westcan Cedar Grove Limited Partnership

Name:
I have authority to bind the Limited Partnership

GUARANTOR: Carlton Trail Properties Ltd.,

Name:
I have authority to bind the Corporation.

GUARANTOR: Carlton Trail Limited Partnership

Name:
I have authority to bind the Limited Partnership

GUARANTOR:

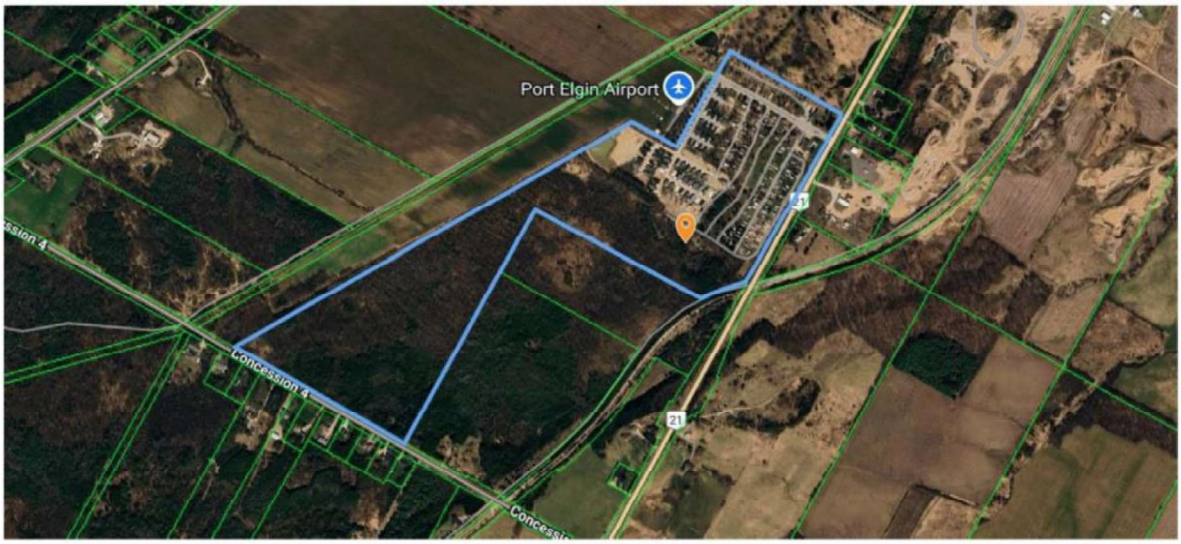
Name: Mr. Geoffrey Fulton,

SCHEDULE A:

PROPERTY DESCRIPTION AND MUNICIPAL ADDRESS

Municipal Address: 5007 Highway #21, Port Elgin, Ontario (Port Elgin Estates and Resort)

Legal Description: The Subject Property is legally known as Part Lot 8 Concession 6 Saugeen; Part Lot 6-8 Concession 5 Saugeen as in R218038 Except Part 20, 21 & 26 on 3R-225 & Part 10 on 3R-857; Subject To R218038; and subject to ground lease to Port Elgin Living Inc. registered as BR212996 on March 31, 2025 in the Town of Saugeen Shores, County of Bruce, Province of Ontario.



5007 HIGHWAY 21, PORT ELGIN

Owner Name	Last Sale	Lot Size	Assessed Value
WESTCAN CEDAR GROVE VILLAGES INC.	$0 Jul 08, 1985	NOT APPLICABLE	MULTIPLE ARNS

Legal Description
PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES

SCHEDULE B:

SOURCE AND USE OF FUNDS:

internal Estimate for Sources and Uses - Not for 3rd Party Reliance			
Estimate Sources		**Estimated Uses**	
Loan	$10,500,000	Refinance 1st and 2nd	$10,000,000
		Interest Reserve to RAD (months)	$0
		inspection Fee	$2,500
		Mortgage Lender / Origination Fee	$525,000
		Estimated Legals & Expenses	$35,000
Borrower Cash or Funding	$62,500		
TOTAL	**$10,562,500**		**$10,562,500**

Estimated Use of Funds and subject to Lender's satisfaction and approval

This is Exhibit "MM" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Outlook

RE: Villages of Port Elgin - Forbearance

From Ariel Mossman <ariel.mossman@imcapital.com>
To Geoffrey Fulton <gfulton@carltonco.com>; Jeff O'Brien <jeff.obrien@imcapital.com>

Hi Geoff,

As per our call earlier, while we appreciate progress has been made and you may get a Commitment by Friday, our investors cannot sit in limbo any longer. We are getting pressure to either get a Forbearance or proceed with an application for receivership.

This is our last attempt to come to an agreement on a Forbearance with the below being the proposed terms:

- Forbearance period expiring January 31, 2026.
- Interest brought current (Nov 1st and Dec 1st payments), and continuing to pay interest during the Forbearance period.
- $250K paydown to the 1st mortgage due on sign back of the Forbearance Agreement.
- $10K Forbearance Fee
- Consent to receivership if the loan is not repaid by expiry of the Forbearance period or if you default during the Forbearance period.

Please provide us a response by Monday, December 8, 2025.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman
Director, Loan Asset Management
Direct 416-874-0551
Cell: 647-466-7591
E-mail: ariel.mossman@imcapital.com
199 Bay Street, Suite 1900, Commerce Court, Box 271, Toronto, ON M5L 1E9 | www.imcapital.com | *FSRA License #11975*

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From: Geoffrey Fulton <gfulton@carltonco.com>
Sent: Tuesday, November 25, 2025 2:30 PM
To: Jeff O'Brien <jeff.obrien@imcapital.com>; Ariel Mossman <ariel.mossman@imcapital.com>
Subject: RE: Villages of Port Elgin - Forbearance

CAUTION:External

Gentlemen,

We have a loan proposal through the Royal network which is attached. We have discussed the expected due diligence time period. Because of the immediate access to all relevant documents thanks to the Desjardins – CMHC process, they are suggesting a couple of weeks to a firm proposal with the potential of closing before Christmas. All of this is dependant on keeping the CMHC financing together. We need to have a discussion of how best to proceed. The forbearance process seems like a bit of overkill. Please give me a call when you are free.

Best,

Geoff

From: Ariel Mossman <ariel.mossman@imcapital.com>
Sent: November 25, 2025 9:58 AM
To: Geoffrey Fulton <gfulton@carltonco.com>
Cc: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: RE: Villages of Port Elgin - Forbearance

Morning Geoff,

Following up on the below, we need an answer today.

The demand notice period expired last Monday, the investors need to either have a Forbearance in place or to move forward with next steps in the enforcement.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman
Director, Loan Asset Management
Direct 416-874-0551
Cell: 647-466-7591
E-mail: ariel.mossman@imcapital.com
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From: Ariel Mossman
Sent: Friday, November 21, 2025 11:35 AM
To: Geoffrey Fulton <gfulton@carltonco.com>
Cc: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: Villages of Port Elgin - Forbearance

Hi Geoff,

As you are aware, we issued a Demand Letter on November 5th, and the notice period expired on November 17th.

We have had discussions with both EQB and our internal fund and I believe I can get them to agree to a Forbearance Agreement until January 31, 2026, subject to the following terms.

- Interest brought current (Nov 1st payment), and continuing to pay interest during the Forbearance period.
- $250K paydown to the 1st mortgage due on sign back of the Forbearance Agreement.
- $10K Forbearance Fee
- Consent to receivership if the loan is not repaid by expiry of the Forbearance period or if you default during the Forbearance period.

This is the best path forward to give you time to workout the CMHC and bridge financing or find an alternative repayment option.

Please confirm acceptance of the terms so I can proceed with getting approvals from the investors and have our lawyer draft the agreement. If you do not agree to a Forbearance then we will have to move forward with next steps in the enforcement process.

Best Regards,

IMC INSTITUTIONAL MORTGAGE CAPITAL

Ariel Mossman

Director, Loan Asset Management

Direct 416-874-0551

Cell: 647-466-7591

E-mail: ariel.mossman@imcapital.com

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This is Exhibit "NN" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Outlook

Port Elgin Mortgage Update

From Jeff O'Brien <jeff.obrien@imcapital.com>
Date Thu 12/18/2025 9:52 AM
To Geoffrey Fulton <gfulton@carltonco.com>
Cc Ariel Mossman <ariel.mossman@imcapital.com>

Hi Geoff, thank you for the update, although we are pleased you seem to be making progress, we have extended this loan multiple times to provide time to refinance this loan and you have indicated numerous times that a Commitment Letter has been expected (from multiple Borrowers). Given the extensive delays in refinancing this loan we have had to transfer this loan to the special loans department. They are instructing counsel to prepare for enforcement proceedings.

We are hopeful that you are successful in your refinancing of this loan prior to any court proceedings.

Best Regards,

Jeff

IMC INSTITUTIONAL MORTGAGE CAPITAL

Jeff O'Brien
Vice-President, Senior Underwriter
Direct: 416-814-2584
E-mail: jeff.obrien@imcapital.com
199 Bay Street, Suite 1900, Commerce Court, Box 271, Toronto, ON M5L 1E9 | www.imcapital.com | *FSRA License #11975*

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From: Geoffrey Fulton <gfulton@carltonco.com>
Sent: Tuesday, December 16, 2025 4:47 AM
To: Jeff O'Brien <jeff.obrien@imcapital.com>
Subject: Port Elgin mortgage

CAUTION:External

Hi Jeff,
I am advised that we will be receiving a commitment letter by Thursday this week. I will forward a copy on receipt.

Best

Geoff

Get Outlook for iOS

This is Exhibit "OO" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

199 Bay Street, Suite 1900
Commerce Court P.O. Box 271
Toronto, ON M5L 1E9

MORTGAGE DISCHARGE STATEMENT

Issue Date December 23, 2025

Expiry Date January 1, 2026

IMS Loan No.
300-0151

Mortgagee / Lender
Institutional Mortgage Capital Canada Inc.

Borrower Name and Address
Westcan Cedar Grove Villages Inc.
177 Roxbourgh Drive
Toronto, ON, M4W 3B5

Primary Servicer
IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Property Address:
Villages of Port Elgin - 1st Mtg
5007 Highway 21, Port Elgin, ON

STATEMENT OF PAYOFF AS AT: **January 1, 2026** **(Please refer to Remarks below)**

Subject to all payments up to and including December 1, 2025 being made and provided all such payments are honoured by the bank drawn upon.

Principal Balance as at December 1, 2025		**$7,570,893.70**
Interest at 11.700% from December 1, 2025 to and including December 31, 2025 **(Please refer to Remarks below)**		**$75,231.87**
Legal Fees		**TBD**
Discharge Fee		**$1,200.00**
Wire Charge		**$35.00**
TOTAL AMOUNT TO DISCHARGE AS AT:	January 1, 2026	**$7,647,360.57**
Other Reserve account balance		**($100,000.00)**
TOTAL DUE AND OWING ON:	January 1, 2026	**$7,547,360.57**

Additional per diem interest will accrue daily from January 2, 2026 at $2,426.83

PLEASE NOTE THAT ONLY WIRED FUNDS FOR REPAYMENT OF MORTGAGE LOANS WILL BE ACCEPTED. SEE WIRING INSTRUCTIONS BELOW.

IMS LIMITED PARTNERSHIP, by its General Partner, INSTITUTIONAL MORTGAGE SERVICING CANADA INC.

Ryan Fernandes, Director

E. & O.E.

Payment Wiring Instructions

Beneficiary Name:	IMS Limited Partnership						
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court, P.O. Box 271, Toronto, ON M5L 1E9						
Bank Name/Address:	TD Canada Trust, 55 King Street West, Toronto, Ontario						
Bank #:	004	Transit #:	19922	Swift Code:	TDOMCATTTOR	Account #:	5279563
Reference:	300-0151						

REMARKS:

This statement is intended for the use of the party(ies) to whom it is addressed.

The date of receipt of funds by wire transfer to IMS's account will be determined based upon the time of receipt as stipulated by the loan documents, and additional per diem interest will be charged and payable accordingly. If payoff is to occur after the Expiry Date, please request an updated statement at least 2 business days prior to the anticipated payoff date. A statement fee of $250.00 will be charged for each additional statement requested.

This statement does not include any returned payments or charges, or amounts that may be paid or reimbursed from any reserve/escrow accounts subsequent to the Issue Date. All amounts charged to the Loan subsequent to the Issue Date of this statement are the responsibility of the Borrower. These amounts will be included or deducted from the balances set out above as appropriate.

Subject to receipt of all funds required to fully repay the loan indebtedness and all other charges as set out in this statement, the Lender undertakes to, within a reasonable period thereafter, execute discharges of all loan documents registered against or securing the Property and provide the same to the Borrower or its counsel for registration at the Borrower's expense. Such discharges, including any PPSA discharges, are to be prepared by Borrower's counsel and submitted to IMS, Attention: Jean Monardo by email to jean.monardo@imservicing.ca.

Every effort has been made to ensure the accuracy of this mortgage discharge statement . Please review the information set out above and confirm that such information agrees with the Borrower's records. Notification is hereby given that, in the event of error or omission, the Lender does not in any way prejudice its right and entitlement to all monies lawfully due under the terms of the loan documents. This statement does not in any way alter or modify any of the terms of the loan documents.

This is Exhibit "PP" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

IMS INSTITUTIONAL MORTGAGE SERVICING

199 Bay Street, Suite 1900
Commerce Court P.O. Box 271
Toronto, ON M5L 1E9

MORTGAGE DISCHARGE STATEMENT

Issue Date December 23, 2025

Expiry Date January 1, 2026

IMS Loan No.
300-0143

Mortgagee / Lender
Institutional Mortgage Capital Canada Inc.

Borrower Name and Address
Westcan Cedar Grove Villages Inc.
177 Roxbourgh Drive
Toronto, ON, M4W 3B5

Primary Servicer
IMS Limited Partnership, by its General Partner,
Institutional Mortgage Servicing Canada Inc.

Property Address:
Villages at Port Elgin - 2nd
5007 Highway 21, Port Elgin, ON

STATEMENT OF PAYOFF AS AT: **January 1, 2026** **(Please refer to Remarks below)**

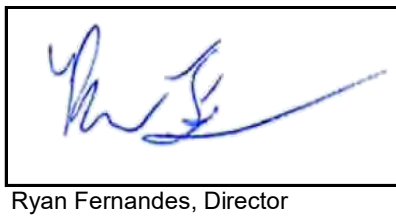
Subject to all payments up to and including December 1, 2025 being made and provided all such payments are honoured by the bank drawn upon.

Principal Balance as at December 1, 2025		**$2,315,332.09**
Interest at 17.250% from December 1, 2025 to and including December 31, 2025	**(Please refer to Remarks below)**	**$33,921.20**
Legal Fees		**TBD**
Discharge Fee		**$1,200.00**
Wire Charge		**$35.00**
TOTAL AMOUNT TO DISCHARGE AS AT:	January 1, 2026	**$2,350,488.29**
Less: Tax Reserve account balance		**($18,716.14)**
TOTAL DUE AND OWING ON:	January 1, 2026	**$2,331,772.15**

Additional per diem interest will accrue daily from January 2, 2026 at $1,094.23

PLEASE NOTE THAT ONLY WIRED FUNDS FOR REPAYMENT OF MORTGAGE LOANS WILL BE ACCEPTED. SEE WIRING INSTRUCTIONS BELOW.

IMS LIMITED PARTNERSHIP, by its General Partner, INSTITUTIONAL MORTGAGE SERVICING CANADA INC.



Ryan Fernandes, Director

E. & O.E.

Payment Wiring Instructions

Beneficiary Name:	IMS Limited Partnership						
Beneficiary Address:	199 Bay Street, Suite 1900, Commerce Court, P.O. Box 271, Toronto, ON M5L 1E9						
Bank Name/Address:	TD Canada Trust, 55 King Street West, Toronto, Ontario						
Bank #:	004	Transit #:	19922	Swift Code:	TDOMCATTTOR	Account #:	5279563
Reference:	300-0143						

REMARKS:

This statement is intended for the use of the party(ies) to whom it is addressed.

The date of receipt of funds by wire transfer to IMS's account will be determined based upon the time of receipt as stipulated by the loan documents, and additional per diem interest will be charged and payable accordingly. If payoff is to occur after the Expiry Date, please request an updated statement at least 2 business days prior to the anticipated payoff date. A statement fee of $250.00 will be charged for each additional statement requested.

This statement does not include any returned payments or charges, or amounts that may be paid or reimbursed from any reserve/escrow accounts subsequent to the Issue Date. All amounts charged to the Loan subsequent to the Issue Date of this statement are the responsibility of the Borrower. These amounts will be included or deducted from the balances set out above as appropriate.

Subject to receipt of all funds required to fully repay the loan indebtedness and all other charges as set out in this statement, the Lender undertakes to, within a reasonable period thereafter, execute discharges of all loan documents registered against or securing the Property and provide the same to the Borrower or its counsel for registration at the Borrower's expense. Such discharges, including any PPSA discharges, are to be prepared by Borrower's counsel and submitted to IMS, Attention: Jean Monardo by email to jean.monardo@imservicing.ca.

Every effort has been made to ensure the accuracy of this mortgage discharge statement . Please review the information set out above and confirm that such information agrees with the Borrower's records. Notification is hereby given that, in the event of error or omission, the Lender does not in any way prejudice its right and entitlement to all monies lawfully due under the terms of the loan documents. This statement does not in any way alter or modify any of the terms of the loan documents.

This is Exhibit "QQ" referred to in the Affidavit of Ariel Mossman sworn by Ariel Mossman at the City of Toronto, in the Province of Ontario, before me on January 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

YUPEI (SUMMER) XIA LSO# 85015Q

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

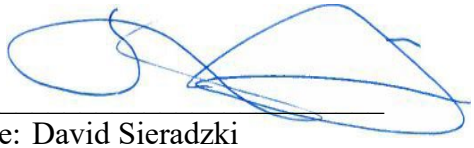
APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

CONSENT

The undersigned, KSV Restructuring Inc. ("**KSV**"), hereby consents to the appointment of KSV as Receiver and Manager, without security, of all assets, undertakings and properties owned by the Respondent, pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto this 23rd day of December 2025.

KSV RESTRUCTURING INC.

Per: 

Name: David Sieradzki
Title: Managing Director

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

Court File No.

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

Proceeding commenced at Toronto

CONSENT

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L
Email: wgreenspoon@garfinkle.com
Tel: 416-869-1234

Yupei (Summer) Xia – LSO#: 85015Q
Email: sxia@garfinkle.com
Tel: 416-869-7665

Lawyers for the Applicant

File Number: 15058-001

TAB 3

Court File No. CL-25-00753627-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	……., THE ……
	)	
JUSTICE	)	DAY OF …….., 2026

B E T W E E N :

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

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

ORDER

(appointing Receiver)

THIS APPLICATION, made by IMC Limited Partnership, by its general partner, Institutional Mortgage Capital Canada Inc. ("**IMCC**"or 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. ("**KSV"**) as receiver and manager (in such capacity, the **"Receiver"),** without security, of all present and future property, assets and undertakings of Westcan Cedar Grove Villages Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by videoconference via Zoom.

ON READING the Application Record of the Applicant, including the affidavit of Ariel Mossman sworn January 13, 2026, and the exhibits thereto, including, without limitation, the consent of KSV to act as the Receiver, and on hearing the submissions of counsel for IMCC and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the Affidavit of Service of Monika Gugu filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record 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 is hereby appointed the Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof, and including, without limitation, the real property described municipally as 5007 Highway 21, Port Elgin, Ontario and legally described in Schedule "A" hereto (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 and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform or disclaim any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(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;

(g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;

(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;

(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. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding $250,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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, and in each case the *Ontario Bulk Sales Act* shall not apply;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in

respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the 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, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**"**)** shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting

records, and any other papers, records 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 6 or in paragraph 7 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

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", collectively "**Proceedings**"**),** 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

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

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver or affecting the Property, including without limitation, licenses and permits, 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

11. **THIS COURT ORDERS** that, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the 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.

THE 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 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**"**)**. 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 AND ANTI-SPAM LEGISLATION

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.

THE 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 their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the 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 $500,000.00 (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 Borrowing 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 Borrowing 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 "B" 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 https://www.ontariocourts.ca/scj/filing-procedures/regional/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 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 at the following URL: https://www.ksvadvisory.com/experience/case/westcan.

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.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

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 IMCC shall have its costs of this application against the Debtor, 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.

32. **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.

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 as today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

PIN:	33246 – 0625 (LT)
Description:	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES
Address:	5007 HIGHWAY 21 PORT ELGIN

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of all the assets, undertakings and properties of Westcan Cedar Grove Villages Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, which property includes, without limitation, the real property described municipally as 5007 Highway 21, Port Elgin, Ontario (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the day of , 2026 (the "**Order**") made in an application having Court file number CL-25-00753627-000, has received as such the Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $500,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

1. 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.

2. 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.

3. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

4. 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.

5. 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.

6. 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:

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

Court File No. CL-25-00753627-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(APPOINTING RECEIVER)

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File Number: 15058-001

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No.~~

Court File No. CL-25-00753627-0000

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE~~———~~	~~)~~ ~~)~~	~~WEEKDAY, THE #~~
~~JUSTICE———~~	)	~~DAY OF MONTH, 20YR~~……., THE ……
JUSTICE	)	DAY OF ……., 2026

~~**PLAINTIFF**~~[1]

~~Plaintiff~~

~~–~~B E T W E E N :

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

Applicant

and~~–~~
~~**DEFENDANT**~~

~~Defendant~~

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

[1] ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

ORDER

(appointing Receiver)

~~THIS MOTION made by the Plaintiff~~[2]

THIS APPLICATION, made by IMC Limited Partnership, by its general partner, Institutional Mortgage Capital Canada Inc. ("**IMCC**"or 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. ("**KSV**") as receiver ~~[~~and manager~~]~~ (in such ~~capacities~~capacity, the "~~)~~"**Receiver**"~~)~~"), without security, of all ~~of the~~ present and future property, assets~~,~~ and undertakings ~~and properties~~ of ~~[DEBTOR'S NAME]~~Westcan Cedar Grove Villages 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 videoconference via Zoom.

ON READING the Application Record of the Applicant, including the affidavit of ~~[NAME]~~Ariel Mossman sworn ~~[DATE]~~January 13, 2026, and the ~~Exhibits~~exhibits thereto, including, without limitation, the consent of KSV to act as the Receiver, and on hearing the submissions of counsel for ~~[NAMES],~~IMCC and such other counsel as were present, no one appearing for ~~[NAME]~~any other stakeholder although duly served as appears from the ~~affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver~~Affidavit of Service of Monika Gugu filed,

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[2] ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion is hereby abridged and validated[3] so that this motion~~Application Record 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 is hereby appointed the Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to ~~a~~the business carried on by the Debtor, including all proceeds thereof ~~(the "~~, and including, without limitation, the real property described municipally as 5007 Highway 21, Port Elgin, Ontario and legally described in Schedule "A" hereto (the "**Property**~~").~~").

~~RECEIVER'S~~**RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve~~,~~ and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating

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[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.~~

of ~~Property~~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, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business~~,~~ or cease to perform or disclaim any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(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;

(g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the 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 applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business~~,~~:

(i) without the approval of this Court in respect of any transaction not exceeding ~~$_____,~~$250,000.00, provided that the aggregate consideration for all such transactions does not exceed ~~$_____;~~$500,000.00; 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;

[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.~~

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~~,]~~[5], shall not be required, and in each case the *Ontario Bulk Sales Act* shall not apply~~.~~;

~~(l)~~ (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

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[5] ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the 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, agents, accountants, legal counsel and shareholders, and all other persons acting on itstheir instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information 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~~6 or in paragraph ~~6~~7 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

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "~~"~~"**Proceeding**~~"),~~", collectively "**Proceedings**"), 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

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

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver~~,~~ or affecting the Property, including without limitation, licenses and permits, 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

11. **THIS COURT ORDERS** that, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, ~~licence~~license or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the 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.

THE 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 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 "). 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'sDebtor'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 AND ANTI-SPAM LEGISLATION

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~~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.

THE 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~~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]

[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".~~

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the 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 ~~$_____~~$500,000.00 (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~~**"Receiver's Borrowing 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~~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~~Borrowing 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"~~"B" 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~~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~~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/~~https://www.ontariocourts.ca/scj/filing-procedures/regional/) shall be valid and effective service. ~~-~~Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules ~~of Civil Procedure.~~. Subject to Rule 3.01(d) of the Rules ~~of Civil Procedure~~ and paragraph 21 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~~at the following URL ~~'<@>'~~: https://www.ksvadvisory.com/experience/case/westcan.

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~~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.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

~~27.~~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.

~~28.~~29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

~~29.~~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.

~~30.~~31. **THIS COURT ORDERS** that ~~the Plaintiff~~ IMCC shall have its costs of this application against the Debtor, 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.

~~31.~~32. **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.~~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'~~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 as today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

PIN:	33246 – 0625 (LT)
Description:	PT LT 8 CON 6 SAUGEEN; PT LT 6-8 CON 5 SAUGEEN AS IN R218038 EXCEPT PT 20, 21 & 26 3R225 & PT 10, 3R857; S/T R218038; SAUGEEN SHORES
Address:	5007 HIGHWAY 21 PORT ELGIN

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME],~~KSV Restructuring Inc., the receiver and manager (the ~~"~~"**Receiver**~~")~~") of all the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of Westcan Cedar Grove Villages Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof~~,~~, which property includes, without limitation, the real property described municipally as 5007 Highway 21, Port Elgin, Ontario (collectively, the "**Property**~~")~~"), appointed by Order of the Ontario Superior Court of Justice (~~Commercial List) (~~the ~~"~~"**Court**~~")~~") dated the ___ day of _____, ~~20__~~ , 2026 (the ~~"~~"**Order**~~")~~") made in an ~~action~~application having Court file number ~~__~~CL-~~_____~~,~~-~~25-00753627-000, has received as such the Receiver from the holder of this certificate (the ~~"~~"**Lender**~~")~~") the principal sum of $_____, being part of the total principal sum of ~~$_____~~$500,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

~~2.~~1.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.~~2.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.~~3. 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.~~4. 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.~~5. 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.~~6. 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:

IMC LIMITED PARTNERSHIP, by its general partner, INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
Applicant

and

WESTCAN CEDAR GROVE VILLAGES INC.

Respondent

Court File No. CL-25-00753627-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(APPOINTING RECEIVER)

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Lawyers for the Applicant

File Number: 15058-001

TAB 5

Court File No. CL-25-00753627-0000

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SERVICE LIST
(as at January 12, 2026)

January 12, 2026

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TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
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APPLICATION RECORD

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