

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

BANK OF MONTREAL

Applicant

- and -

HAPPY TOWN HOUSING 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
(Returnable June 3, 2025)**

May 9, 2025

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON N6A 5R8

Tony Van Klink LSO#: 29008M
tvanklink@millethomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Applicant,
Bank of Montreal**

**ONTARIO
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TAB 1

Court File No.:
CV-25-00090173-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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Applicant

- and -

HAPPY TOWN HOUSING INC.

Respondent

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

NOTICE OF APPLICATION

TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following location

Via zoom videoconference – particulars to be provided by the Court.

on Tuesday, June 3, 2025 at 10:00 a.m., or as soon after that time as the Application can be heard.

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: May 8, 2025

Harsimran K
Issued by Sandhu


Digitally signed by Harsimran K Sandhu
Date: 2025.05.08 16:56:55 -04'00'

Local registrar

Address of 45 Main Street East
court office Hamilton, ON L8N 2B7

TO: **SERVICE LIST**

APPLICATION

1. The Applicant, Bank of Montreal (“**BMO**” or the “**Bank**”) makes application for an Order substantially in the form attached at Tab “3” (the “**Draft Order**”) of the Application Record, including,

- (a) if necessary, abridging the time for and validating service of this application and dispensing with further service of same;
- (b) appointing msi Spergel Inc. (“**Spergel**”) as receiver and manager (the “**Receiver**”), without security, of the real properties municipally known as 43 Centre Street, St. Catharines, Ontario and 34 Rykert Street, St. Catharines, Ontario (together, the “**Real Properties**”) and owned by the Respondent, Happy Town Housing Inc. (the “**Debtor**”) 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**”);
- (c) costs on a solicitor and client basis, plus HST, in accordance with the security and loan documents granted by the Respondent to BMO; and
- (d) such further and other relief as counsel may advise and this Honourable Court may permit.

2. The grounds for the application are:

- (a) The Debtor is an Ontario corporation and the owner of the Real Properties;

(b) BMO extended loans (the “**Loans**”) to the Debtor to finance the Real Properties. As of April 30, 2025, \$628,189.01, plus accruing interest and costs, is owing to BMO on the Loans (the “**Indebtedness**”);

(c) As security for the Indebtedness, BMO holds, among other things, a mortgage (the “**Mortgages**”) on each of the Real Properties;

(d) Following default by the Debtor, in March 2024, BMO and the Debtor entered into a Standstill Agreement pursuant to which,

- (i) the Debtor acknowledged its liability for the amounts then owing by it to BMO and the validity of the Mortgages;
- (ii) BMO agreed to standstill from taking further recovery action until June 15, 2024; and
- (iii) The Debtor agreed to repay its indebtedness to BMO by the end of the standstill period.

(e) The standstill period was extended to August 15, 2024 but the Indebtedness was not repaid;

(f) Subsequent to the expiry of the standstill period, the Debtor made efforts to sell the 43 Centre Street, St. Catharines property but was unable to complete the sale because of the registration of a court order on title to the property;

(g) Ongoing bankruptcy and interim receivership proceedings affecting the principal of the Debtor are impeding the Debtor’s ability to sell the Real Properties;

(h) The Debtor has defaulted in the repayment of the Loans;

- (i) Events of default have occurred under the loan agreement and Mortgages;
- (j) BMO has demanded payment of the Indebtedness from the Debtor, given the Debtor notice under s. 244 of the *BIA* of its intention to enforce its security against the Real Properties (the “NITES”) and issued notices of sale under mortgage in respect of the Real Properties;
- (k) The demand for payment has not been satisfied;
- (l) The 10-day notice period in the NITES has lapsed and the Mortgages are enforceable;
- (m) The Mortgages provide that upon the occurrence of an event of default, the Bank may commence proceedings for the appointment of a receiver and manager by the court;
- (n) The appointment of the Receiver is just and convenient;
- (o) Given the various and subsequent interests affecting the Real Properties, it is desirable for the sale of the Real Properties to be completed by a court appointed receiver under the supervision of the Court;
- (p) Spergel is a licensed trustee in bankruptcy and has consented to being appointed as Receiver by the Court;
- (q) Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*;
- (r) Section 243 of the *BIA* and Section 101 of the *CJA*;

- (s) Rules 6, 11 and 13 of the *Bankruptcy and Insolvency General Rules*; and
- (t) 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 Lisa Jaques Lewis sworn May 8, 2025 and the exhibits thereto;
- (b) the Consent of Spergel to act as receiver, if so appointed; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

May 8, 2025

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink (LSO#: 29008M)
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Applicant,
Bank of Montreal**

SERVICE LIST

TO: **Happy Town Housing Inc.**
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

Thomas Dylan Sutor
Email: dylan@elevationrealty.ca

AND TO: **msi Spergel Inc.**
1100 - 200 Yorkland Blvd.
Toronto, ON M2J 5C1

Philip Gennis, J.D., CIRP, LIT
Tel: 416.498.4325
Email: pgennis@spergel.ca

Proposed Receiver

AND TO: **TDB Restructuring Limited**
11 King St. West, Suite 700
Toronto, ON M5H 4C7

Jeffrey Berger, CPA, CA, CIRP, LIT
Tel: 647.726.0496
Email: jberger@tdbadvisory.ca

Interim Receiver and Bankruptcy Trustee of Thomas Dylan Sutor

AND TO: **Fred Tayar & Associates PC**
65 Queen Street West, Suite 1200
Toronto, ON M5H 2M5

Fred Tayar
Tel: 416.363.1800 x200
Email: fred@fredtayar.com

Lawyers for TDB Restructuring Limited

AND TO: **The Fuller Landau Group Inc.**
151 Bloor Street West, 12th Fl.
Toronto, ON M5S 1S4

Gary Abrahamson, CPA, CA, CIRP, LIT
Tel: 416.645.6524
Email: gabrahamson@fullerllp.com

Court Appointed Receiver of The Lion's Share Group Inc.

AND TO: **Norton Rose Fulbright Canada LLP**
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7

Jennifer Stam
Tel: 416,202.6707
Email: jennifer.stam@nortonrosefulbright.com

Lawyers for The Fuller Landau Group Inc.

AND TO: **Ministry of Finance Legal Services Branch**
Michael Starr Building
33 King Street West, 6th Floor
P.O. Box 627, Station A
Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

AND TO: **Canada Revenue Agency**
c/o Department of Justice (CRA)
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T7

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO: **27662147 Ontario Inc.**
1421 McNab Rd.
Niagara-on-the Lake, ON L0S 1J0

Mortgagee

AND TO: **J&Y Bulk Enterprises Inc.**
P.O. Box 33
Dunnville, ON N1A 2X1

Mortgagee

AND TO: **Elevation Realty Network Inc.**
4-245 Wyecroft Road
Oakville, ON L6K 3Y6

Mortgagee

BANK OF MONTREAL
and
Applicant

HAPPY TOWN HOUSING INC.
and
Respondent

Court File No.:
CV-25-00090173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at HAMILTON

NOTICE OF APPLICATION

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink (LSO#: 29008M)

Tel: 519.931.3509
Fax: 519.858.8511
Email: tvanklink@millerthomson.com

**Lawyers for the Applicant,
Bank of Montreal**

TAB 2

Court File No.:

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SUPERIOR COURT OF JUSTICE

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AFFIDAVIT OF LISA JAQUES LEWIS
(Sworn May 8, 2025)

I, Lisa Jaques Lewis, of the City of Windsor, Province of Ontario, MAKE OATH AND SAY:

INTRODUCTION

1. I am account manager with the Special Accounts Management Unit (“SAMU”) of the applicant, Bank of Montreal (the “Bank”). I am primarily responsible for monitoring the loans provided by the Bank to the debtor described in this affidavit.

2. The facts set forth in this affidavit are within my knowledge or determined from the face of documents attached as exhibits or held in the Bank’s records and from information and advice provided to me from others. When matters deposed to herein are based upon

information and advice from others, I have identified the source of my information and do verily believe same to be true.

BACKGROUND

3. The Respondent, Happy Town Housing Inc. (“**Happy Town**” or the “**Debtor**”), is an Ontario corporation incorporated on March 1, 2019 with its registered head office in Cornwall, Ontario. A true copy of the corporation profile report for Happy Town is attached as **Exhibit A** to this affidavit.
4. The principal of Happy Town is Thomas Dylan Suitor (“**Suitor**”). Suitor is a real estate agent and investor and has personally guaranteed payment of Happy Town’s indebtedness to the Bank.
5. Happy Town is the registered owner of the real properties located at 43 Centre Street, St. Catharines (the “**Centre Street Property**”) and 34 Rykert Street, St. Catharines (the “**Rykert Street Property**” and together with the Centre Street Property, the “**Real Properties**”).
6. The Bank made loans to Happy Town to finance the Real Properties. As of April 30, 2025, \$628,189.01, plus accruing interest and costs, is owing on the loans.
7. To secure the repayment of its indebtedness to the Bank, the Debtor provided the Bank with, among other security, mortgages over the Real Properties.
8. Following default by the Debtor, the Bank and the Debtor entered into a Standstill Agreement to permit the Debtor to sell the Real Properties and repay its indebtedness to the

Bank in an orderly manner. The standstill period expired on August 15, 2024 without the indebtedness owing to the Bank being repaid.

9. As explained below, ongoing insolvency proceedings affecting Suitor have impaired the Debtor's ability to sell the Real Properties and repay the Loans.

10. On September 19, 2024, the Bank demanded payment of its loans and gave notice to the Debtor under section 244 of the *Bankruptcy and Insolvency Act* (the “**Enforcement Notice**”) of its intention to enforce its security. The statutory 10-day period provided for in the Enforcement Notice has lapsed and the Bank’s security is enforceable.

11. In October 2024, the Bank issued notices of sale under mortgage for the Real Properties. However, for the reasons explained in this affidavit, the Bank now seeks to enforce its mortgages against the Real Properties by the appointment of a receiver and manager by the Court.

12. This affidavit is sworn in support of the Bank’s application for an order appointing msi Spergel Inc. (“**Spergel**”) as receiver and manager by the court of the Real Properties. Spergel has consented to act as receiver and manager if so appointed.

THE INDEBTEDNESS

13. Pursuant to a Letter of Agreement dated August 19, 2019 (the “**Credit Agreement**”), the Bank made a series of loans (the “**Loans**”) to Happy Town to finance the Real Properties and other real properties owned by Happy Town. A true copy of the Credit Agreement is attached as **Exhibit B** to this affidavit.

14. By their terms, the Loans are payable on demand.

15. As of April 30, 2025, \$628,189.01 was outstanding and payable on the Loans, broken down as follows:

Loan Number	Principal	Interest	Total
3712-1669-002	\$ 257,227.70	\$ 13,612.01	\$ 270,839.71
3712-1669-004	\$ 339,398.67	\$ 17,950.63	\$ 357,349.30

THE SECURITY

16. As security for its obligations to the Bank, the Debtor provided the Bank with, among other things, mortgages over the Real Properties, the particulars of which are as follows (the “**Mortgages**”):

- (a) charge/mortgage over the Centre Street Property securing the principal sum of \$396,000 registered in the Niagara North land registry office on September 6, 2019 as instrument NR520562; and
- (b) charge/mortgage over the Rykert Street Property securing the principal sum of \$334,000 registered in the Niagara North land registry office on September 6, 2019 as instrument NR520563.

17. Copies of the Mortgages (including standard charge terms 201607) are attached hereto as **Exhibit C**.

18. The Mortgages provide that upon the occurrence of an event of default under the Credit Agreement, the Bank may, among other things, initiate proceedings for the appointment of a receiver over the Real Properties.

19. Subject to any unpaid realty taxes, it is my understanding that the Bank has a first ranking charge over the Real Properties.

THE REAL PROPERTIES

20. The Real Properties are single family dwellings that have been converted to multi-residential tenant use.

21. A true copy of the parcel register for the Centre Street Property is attached as **Exhibit D** to this affidavit.

22. A true copy of the parcel register for the Rykert Street Property is attached as **Exhibit E** to this affidavit.

23. As shown on the parcel registers, three mortgages are registered on title to the Real Properties after the Bank's Mortgages:

- (a) May 15, 2023 - \$127, 218 mortgage in favour of Cheryl Johnston-Klemens and 1000027984 Ontario Limited, which mortgage was assigned to 2762147 Ontario Inc. on July 12, 2024;
- (b) May 8, 2024 - \$80,500 charge in favour of J&Y Bulk Enterprises Inc.; and
- (c) May 21, 2024 - \$597,597 charge in favour of Elevation Realty Network Inc.

DEFAULT AND TRANSFER TO THE SAMU

24. The SAMU manages accounts with a higher than acceptable level of risk. Responsibility for the management of the Debtor's loans with the Bank was transferred to the SAMU in the spring of 2024 after the Debtor failed to make required payments on the Loans.

25. At the time of the transfer to the SAMU, the Debtor was indebted to the Bank under three loans and the Bank held mortgages over three properties: the Real Properties and a third property located at 75 Queenston Street, St. Catharines (the "**Queenston Property**"). Since then, the Queenston Property was sold by the Debtor and one of the three loans has been repaid leaving only the two loans described previously in this affidavit as unpaid.

THE STANDSTILL AGREEMENT

26. The Debtor, Suitor and the Bank entered into a Standstill Agreement dated March 14, 2024, a true copy of which is attached as **Exhibit F** to this affidavit. In the Standstill Agreement,

- (a) the Debtor acknowledged its indebtedness owing to the Bank and the validity of the Mortgages;
- (b) the Bank agreed to standstill from the enforcement of the Mortgages, and other security, until 5:00 p.m. on June 15, 2024 to allow the Debtor to continue with its efforts to sell or refinance the Real Properties; and
- (c) the Debtor agreed to repay the Loans by the end of the standstill period.

27. The Loans were not repaid by June 15, 2024 as agreed. The Standstill Period was extended to August 15, 2024. A true copy of the Standstill Extension Agreement is attached as **Exhibit G** to this affidavit.

28. The standstill period expired on August 15, 2024 and was not extended further.

THE LION'S SHARE GROUP INC. RECEIVERSHIP

29. On April 3, 2024, The Fuller Landau Group Inc. (“FLG”) was appointed by the court as receiver of the property, assets and undertaking of The Lion’s Share Group Inc. (“Lion’s Share”), a private real estate investment and consulting company based in the Hamilton area.

30. On June 26, 2024, an order (the “**Order**”) was made in the Lion’s Share receivership proceeding that certain promissory notes issued by the Debtor constitute good and valid charges upon the Real Properties and the Queenston Property. A true copy of the Order is attached as **Exhibit H** to this affidavit.

31. As shown on the parcel registers for the Real Properties attached as Exhibit D and Exhibit E, the Order was registered against title to the Real Properties on August 8, 2024.

32. On August 21, 2024, the Debtor completed the sale of the Queenston Property. FLG as receiver of Lion’s Share facilitated the completion of that sale by agreeing to lift the Order from title to the Queenston Property for the closing. Upon the closing of the sale of the Queenston Property one of the three loans owing to the Bank was repaid.

33. In early September 2024, the Debtor sought to complete the sale of the Centre Street Property, however, FLG declined to lift the Order from title to the Centre Street Property to permit the closing to occur. As a result, the sale did not proceed.

THE BANK DEMANDS PAYMENT AND BEGINS ENFORCEMENT ACTION

34. With the registration of the Order on title to the Real Properties, the sale of the Real Properties by the Debtor was no longer assured.

35. On September 19, 2024, the Bank demanded payment of the Loans and served notice on the Debtor under s. 244 of the *Bankruptcy and Insolvency Act* (the “**Enforcement Notice**”) of the Bank’s intention to enforce the Mortgages and other security held by the Bank. True copies of the demand for payment and Enforcement Notice are attached as **Exhibit I** to this affidavit.

36. The Bank demanded payment of the Loans and served the Enforcement Notice so that it would be able to enforce the Mortgages and sell the Real Properties if necessary.

37. On October 1, 2024, notices of sale under mortgage (the “**Notices of Sale**”) were issued on behalf of the Bank in respect of the Centre Street Property and the Rykert Street Property. True copies of the Notices of Sale are attached as **Exhibit J** to this affidavit.

THE APPOINTMENT OF THE INTERIM RECEIVER

38. On August 30, 2024, FLG as court appointed receiver of Lion’s Share issued an application for a bankruptcy order against Suitor. The bankruptcy application alleges that Suitor is indebted to Lion’s Share in the amount of \$2,671,342. A true copy of the bankruptcy application is attached as **Exhibit K** to this affidavit.

39. On October 7, 2024, an order (the “**Interim Receivership Order**”) was made in the bankruptcy proceeding appointing TDB Restructuring Limited as interim receiver (the “**Interim Receiver**”) of all of the property, assets and undertaking of Suitor. A true copy of the Interim Receivership Order is attached as **Exhibit L** to this affidavit.

40. Paragraphs 8 and 9 of the Interim Receivership Order prohibit the commencement of any proceeding or enforcement process in any court and stay the exercise of all rights and remedies against Suitor, certain real properties listed in the Interim Receivership Order, and “Related Entities” except with the written consent of the Interim Receiver or with leave of the Court. “Related Entities” is defined in the Interim Receivership Order as meaning “corporations or other entities associated with, related to or controlled by” Suitor.

41. Happy Town is a “Related Entity” within the meaning of the Interim Receivership Order. As shown on the parcel registers for the Real Properties attached as Exhibit D and Exhibit E, the Interim Receivership Order was registered against title to the Real Properties on November 15, 2024.

42. Despite being affected by the stay in paragraphs 8 and 9 of the Interim Receivership Order, the Bank was not provided with notice of the motion to obtain the Interim Receivership Order or notice of the Interim Receivership Order after it was made. The Interim Receivership Order only came to the Bank’s attention after counsel for Suitor brought it to the attention of the Bank’s lawyer in mid-November, 2024.

43. Upon becoming aware of the Interim Receivership Order, the Bank, through its legal counsel, sought the consent of the Interim Receiver to the enforcement by the Bank of the Mortgages. In an email dated April 14, 2025, the Interim Receiver provided its consent. Attached as **Exhibit M** to this affidavit is a true copy of that email.

44. On March 25, 2025, a bankruptcy order was made against Suitor, a copy of which is attached as **Exhibit N** to this affidavit. It is my understanding that Suitor has filed an appeal from the Bankruptcy Order although I am unaware of the status of that appeal.

DEFAULT UNDER THE CREDIT AGREEMENT AND SECURITY

45. The Debtor was required to make monthly payments on the Loans. The last monthly payment on the Loans was made on January 31, 2024. Since then, a partial payment on the Loans was made in August 2024 from the sale proceeds of the Queenston Property.

46. No payments have been made on the Loans since the Bank demanded payment on September 19, 2024.

47. As of the date of this affidavit, the demand for payment has not been satisfied and no arrangement has been made for the repayment of the Loans.

48. Attached as **Exhibit O** to this affidavit are true copies of property tax certificates for the Real Properties. As shown on the certificates, as of April 10, 2025 there are unpaid taxes of \$15,938.45 owing on the Centre Street Property and unpaid taxes of \$41,210.72 owing on the Rykert Street Property.

THE BANK SEEKS TO ENFORCE ITS SECURITY AND APPOINT A RECEIVER

49. The Debtor is in default of its obligations to the Bank and under the Mortgages, including (i) failing to make required monthly payments on the Loans, (ii) failing to repay the Loan as demanded, and (ii) failing to pay the property taxes for the Real Properties. The Mortgages provide that upon default the Bank may enforce the Mortgages.

50. The Bank has not been provided with anything to indicate that the Debtor is able, or will be able if more time is provided, to refinance or repay the Loans.

51. The Bank has lost confidence in the Debtor and Suitor and their ability or willingness to repay the Loans.

52. The Loans and Mortgages are in default. The Bank requests the assistance of this Honourable Court in the enforcement of the Bank's security rights and proposes that Spergel be appointed as receiver by the court.

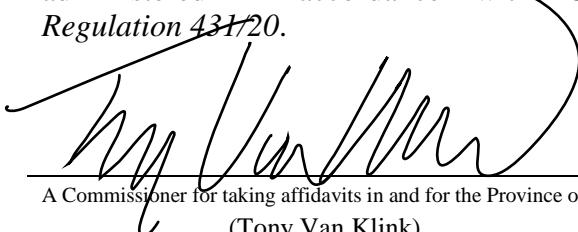
53. Given the ongoing interim receivership and bankruptcy proceeding affecting Suitor and the Real Properties, the registration of the Order and Interim Receivership Order on title to the Real Properties and the other encumbrances affecting the Real Properties, the Bank seeks to enforce its security by the appointment of a receiver by the court.

54. A receivership conducted under the court's supervision will,

- (a) facilitate the realization of the Real Properties in a stabilized environment under the supervision of the court;
- (b) give prospective purchasers confidence that they will obtain clear title via a vesting order from the court which will aid in maximizing the realization from the Real Properties; and
- (c) ensure that the Real Properties are realized upon and administered in accordance with the rights of the Bank and other stakeholders.

55. Spergel is a licensed trustee in bankruptcy and is prepared to act as receiver if so appointed by the court.

SWORN/AFFIRMED BEFORE ME via)
video-conference with the deponent in the City)
of Windsor, Ontario, and the Commissioner in)
the Municipality of Thames Centre, Ontario this)
8th day of May, 2025. This affidavit was)
commissioned remotely and the declaration was)
administered in accordance with Ontario)
Regulation 431/20.)
)



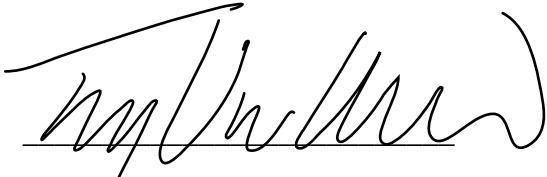
A Commissioner for taking affidavits in and for the Province of Ontario.
(Tony Van Klink)

Signed by:


Lisa Jaques Lewis
2DD3C9A4E577409...

Lisa Jaques Lewis

Attached are Exhibits A to O to the
Affidavit of Lisa Jaques Lewis sworn the
8th day of May, 2025.

A handwritten signature in black ink, appearing to read "Lisa Jaques Lewis". The signature is fluid and cursive, with a long horizontal stroke on the left and more vertical and curved strokes on the right.

A Commissioner, Etc.

EXHIBIT A



Profile Report

HAPPY TOWN HOUSING INC. as of May 06, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	HAPPY TOWN HOUSING INC.
Ontario Corporation Number (OCN)	2683607
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 01, 2019
Registered or Head Office Address	Attention/Care of Dylan Suitor, 902 Second Street West, Suite 101, Cornwall, Ontario, K6J 1H7, Canada

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

V. Quintarilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	THOMAS DYLAN SUITOR
Address for Service	902 Second Street West, Suite 101, Cornwall, Ontario, K6J 1H7, Canada
Resident Canadian	Yes
Date Began	March 01, 2019

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

V. Quintarilla 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.

Active Officer(s)

Name THOMAS DYLAN SUITOR
Position President
Address for Service 902 Second Street West, Suite 101, Cornwall, Ontario, K6J 1H7, Canada
Date Began March 01, 2019

Name THOMAS DYLAN SUITOR
Position Secretary
Address for Service 902 Second Street West, Suite 101, Cornwall, Ontario, K6J 1H7, Canada
Date Began March 01, 2019

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

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name HAPPY TOWN HOUSING INC.
Effective Date March 01, 2019

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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.

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V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: THOMAS DYLAN SUITOR	March 15, 2024
CIA - Notice of Change PAF: THOMAS DYLAN SUITOR	April 26, 2023
Annual Return - 2019 PAF: DYLAN SUITOR DANYCHUK - DIRECTOR	November 22, 2020
CIA - Initial Return PAF: THOMAS DYLAN SUITOR - DIRECTOR	October 01, 2019
BCA - Articles of Incorporation	March 01, 2019

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

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

V. Quintarilla W.

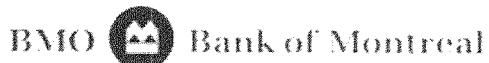
Director/Registrar

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EXHIBIT B

Letter of Agreement

34



6760 Morrison Street,
Niagara Falls, ON
L2E 6Z8

August 19, 2019

4-245 Wyecroft rd,
Oakville, Ontario
L6K 3Y6

Attention: Thomas Dylan Suitar

LETTER OF AGREEMENT

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following new credit Facilities for **HAPPY TOWN HOUSING INC.** (each, a "Facility" and collectively, the "Facilities") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower(s):	HAPPY TOWN HOUSING INC. (the "Borrower")
Guarantor(s):	THOMAS DYLAN SUITOR, (the "Guarantor(s)")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$2,260,000.00 at any time.

Facility # 1**Facility Authorization:** \$396,000.00 CAD**Type of Loan:** Real Estate Financing**Purpose:** To refinance 43 Centre St., St. Catharines, ON L2R 3A8**Maximum Amortization:** 300 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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Demand Loan
Non Revolving **Interest Rate:** Prime Rate plus **0.50%**. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

Fixed Rate Term Loan **Type of Loan:** Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19th, 2019 for a 2 year term is **4.16%** per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The

amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 2

Facility Authorization: \$334,000.00 CAD

Type of Loan: Real Estate Financing

Purpose: To purchase 34 Rykert St., St. Catharines, ON L2S 1Z1

Maximum Amortization: 300 months

Advance Options	Cap Amount	Additional Details
Options(each a "Loan" and collectively the "Loans")		

**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus **0.50%**. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

**Fixed Rate
Term Loan**

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19th, 2019 for a 2 year term is **4.16%** per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility

Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 3

Facility Authorization: \$352,000.00 CAD

Type of Loan: Real Estate Financing

Purpose: To purchase 75 Queenston St., St. Catharines, ON L2R 2Z1

Maximum Amortization: 300 months

Advance Options	Cap Amount	Additional Details
(each a "Loan" and collectively the "Loans")		

Demand Loan **Interest Rate:** Prime Rate plus **0.50%**. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

Fixed Rate Term Loan **Type of Loan:** Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19th, 2019 for a 2 year term is **4.16%**

per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 4

Facility Authorization: \$413,000.00 CAD

Type of Loan:

Real Estate Financing

Purpose:

To purchase 18 Linwood Ave., St. Catharines, ON L2R 1H3

Maximum Amortization:

300 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
Fixed Rate Term Loan		Type of Loan: Closed Term Loan
		Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19 th , 2019 for a 2 year term is 4.16% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.
		Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.
		Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.
		The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.
		Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.
		Maximum Term: 5 years
		Maturity Date: The last day of the month determined based on the term selected and the date of advance.
Demand Loan Non		Interest Rate: Prime Rate plus 0.50% . Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Revolving

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 5

Facility Authorization: \$360,000.00 CAD

Type of Loan: Real Estate Financing

Purpose: To purchase 26 Vine St., St. Catharines, ON L2R 3X8

Maximum Amortization: 300 months

Advance Options	Cap Amount	Additional Details
(each a "Loan" and collectively the "Loans")		

Demand Loan
Non
Revolving

Interest Rate: Prime Rate plus **0.50%**. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

**Fixed Rate
Term Loan**

Type of Loan: Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19th, 2019 for a 2 year term is **4.16%** per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 6

Facility Authorization: \$380,000.00 CAD

Type of Loan: Real Estate Financing

Purpose: To purchase 8 Bruce St., St. Catharines, ON L2R 5S6

Maximum Amortization: 300 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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Demand Loan **Interest Rate:** Prime Rate plus **0.50%**. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 19, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

Fixed Rate Term Loan **Type of Loan:** Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 19th, 2019 for a 2 year term is **4.16%** per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan

shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 7

Facility Authorization: \$25,000.00 CAD

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate:	Prime Rate plus 0.50% . Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of August 19, 2019 is 3.95%.
Repayments:	Repayable on demand
Facility Fee:	\$25.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.
	In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
7. Confirmation that the \$11,791.01 balance owing on Dylan Sutor's 2018 Notice of Assessment has been paid in full.
8. Lease agreement for 34 Rykert St., St. Catharines, ON L2S 1Z1 to be on hand prior to funding, to show no material difference then rents claimed on Investor Property Spreadsheet. To be satisfactory to the Relationship Manager.
9. Receipt of satisfactory evidence of compliance with all applicable building and zoning by-laws and building and fire codes with regard to the use, development and occupancy of the Lands.
10. Confirmation that all real property taxes have been paid to date.
11. Receipt of satisfactory appraisal of the Lands from a CRA Appraiser and directed to BMO confirming a minimum market value of the following amounts for each property:
 - 1.1. 26 Vine St., St. Catharines, ON L2R 3X8 - **\$440,000.00**
 - 1.2. 75 Queenston St., St. Catharines, ON L2R 2Z1 - **\$440,000.00**
 - 1.3. 34 Rykert St., St. Catharines, ON L2S 1Z1 - ~~\$417,000.00~~ *\$417,000.00*

1.4. 18 Linwood Ave., St. Catharines, ON L2R 1H3 - **\$517,000.00**

1.5. 43 Centre St., St. Catharines, ON L2R 3A8 - **\$495,000.00**

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants: N/A

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.
2. No change in majority ownership to be made without the prior consent of BMO Bank of Montreal.
3. No additional debt outside the Normal course of business to be incurred by the Borrower.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided for all of the following properties:
 - 1.1. 43 Centre St., St. Catharines, ON L2R 3A8
 - 1.2. 8 Bruce St., St. Catharines, ON L2R 5S6
 - 1.3. 26 Vine St., St. Catharines, ON L2R 3X8
 - 1.4. 75 Queenston St., St. Catharines, ON L2R 2Z1
 - 1.5. 34 Rykert St., St. Catharines, ON L2S 1Z1
 - 1.6. 18 Linwood Ave., St. Catharines, ON L2R 1H3
2. Delivery of an Up to Date or Existing survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property(ies) is/are located, which:
 - bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey, and
 - includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located
 OR
 - Title insurance from an Approved Title Insurance Provider naming BMO as beneficiary

For all of the following properties:

- 2.1. 43 Centre St., St. Catharines, ON L2R 3A8
- 2.2. 8 Bruce St., St. Catharines, ON L2R 5S6
- 2.3. 26 Vine St., St. Catharines, ON L2R 3X8
- 2.4. 75 Queenston St., St. Catharines, ON L2R 2Z1
- 2.5. 34 Rykert St., St. Catharines, ON L2S 1Z1
- 2.6. 18 Linwood Ave., St. Catharines, ON L2R 1H3
- 3. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$396,000.00 registered over "CP 2 Pt LOT 170 RP 30R10352 Part 1" with the municipal address of 43 Centre Street, St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 4. Assignment of Rents over 43 Centre Street, St. Catharines, ON, to be registered under PPSA.
- 5. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$334,000.00 registered over "LT 1830 CP PL 2 GRANTHAM; ST. CATHARINES" with the municipal address of 34 Rykert Street., St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 6. Assignment of Rents over 34 Rykert Street., St. Catharines, ON, to be registered under PPSA.
- 7. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$413,000.00 registered over "LT 4 CY PL 142 GRANTHAM; ST. CATHARINES" with the municipal address of 18 Linwood Ave, St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 8. Assignment of Rents over 18 Linwood Ave, St. Catharines, ON to be registered under PPSA.
- 9. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$360,000.00 registered over "LT 4119 CP PL 2 GRANTHAM; ST. CATHARINES" with the municipal address of 26 Vine St., St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 10. Assignment of Rents over 26 Vine St., St. Catharines, ON to be registered under PPSA.
- 11. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$380,000.00 registered over "PT LT 65-66 CY PL 101 GRANTHAM AS IN RO362578; ST. CATHARINES" with the municipal address of 8 Bruce Street, St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 12. Assignment of Rents over 8 Bruce Street, St. Catharines, ON to be registered under PPSA.
- 13. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$388,000.00 registered over "LT 3667 CP LP 2 GRANTHAM; ST. CATHARINES" with the municipal address of 75 Queenston Street., St. Catharines, ON, (the "Mortgaged Property") with appropriate enabling resolutions and documentation
- 14. Assignment of Rents over 75 Queenston Street., St. Catharines, ON to be registered under PPSA.
- 15. \$2,260,000.00 Personal guarantee from THOMAS DYLAN SUITOR
- 16. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment, Inventory/Warehouse Receipts

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	<p>Annual accountant prepared, minimum Notice to Reader Financial Statements of the Borrower are to be submitted to your Relationship Manager within 120 days following the Fiscal Year-End.</p> <p>Rent Rolls, Confirmation of Insurance and confirmation that property taxes are up to date for:</p> <ul style="list-style-type: none"> • 43 Centre Street, St. Catharines, Ontario L2R 3A8 • 8 Bruce Street, St. Catharines, Ontario L2R 5S6 • 26 Vine Street, St. Catharines, Ontario L2R 3X8 • 75 Queenston Street, St. Catharines, Ontario L2R 2Z1 • 34 Rykert Street St. Catharines, Ontario L2S 1Z1 • 18 Linwood Ave., St. Catharines, Ontario L2R 1H3 <p>Updated personal net worth statement for Dylan Sutor with Tax Return and Notice of Assessment.</p> <p>Any other information the Bank may request from time to time.</p>
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A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time

in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of **\$7,500.00** is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be **\$1,500.00** and is subject to review each annually.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Ontario and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: TBD

Borrower's Legal Counsel: TBD

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than August 23rd, 2019. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: _____
Name: AUSTIN MULDER
Title: Relationship Manager

Accepted and agreed to this 19th day of August, 2019

BORROWER(S)

HAPPY TOWN HOUSING INC.

Signature: 

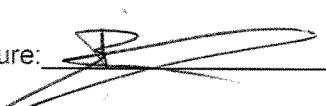
Name: Thomas Dylan Sutor

Title: _____

GUARANTOR(S)

THOMAS DYLAN SUITOR

Witness: 

Signature: 

Name: Austin Mulder

Name: Thomas Dylan Sutor

SCHEDULE ACOVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B
REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE CCONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

EXHIBIT C

Properties

PIN 46177 - 0033 LT Interest/Estate Fee Simple
 Description LT 1830 CP PL 2 GRANTHAM; ST. CATHARINES
 Address 34 RYKERT STREET
 ST. CATHARINES

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 HAPPY TOWN HOUSING INC.
 Address for Service 245 Wyecroft Road,
 Suite 4,
 Oakville, ON L6K 3Y6

I, THOMAS DYLAN SUITOR, 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 BANK OF MONTREAL
 Address for Service 20 Erb Street West, Suite 101,
 Waterloo, ON
 N2L 1T2

Provisions

Principal \$334,000.00 Currency CDN
 Calculation Period Monthly, not in advance
 Balance Due Date ON DEMAND
 Interest Rate Mortgagee's Prime Rate + 5% per annum
 Payments
 Interest Adjustment Date
 Payment Date ON DEMAND
 First Payment Date
 Last Payment Date
 Standard Charge Terms 201607
 Insurance Amount Full insurable value
 Guarantor

Signed By

Denise Patricia Kocsis 1 James Street South, 14 th floor, acting for
 PO Box 926 Depo Chargor(s)
 Hamilton
 L8N 3P9

Tel 905-523-1333

Fax 905-523-5878

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

Submitted By

SCARFONE HAWKINS LLP 1 James Street South, 14 th floor, PO
 Box 926 Depo
 Hamilton
 L8N 3P9

Tel 905-523-1333

Fax 905-523-5878

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

LRO # 30 Charge/Mortgage

Receipted as NR520563 on 2019 09 06 at 16:07

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

yyyy mm dd Page 2 of 2

File Number

Chargee Client File Number : 19R1759

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Properties

PIN 46220 - 0112 LT Interest/Estate Fee Simple
 Description PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES
 Address 43 CENTRE STREET
 ST. CATHARINES

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 HAPPY TOWN HOUSING INC.
 Address for Service 245 Wyecroft Road,
 Suite 4,
 Oakville, ON L6K 3Y6

I, THOMAS DYLAN SUITOR, 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 BANK OF MONTREAL
 Address for Service 20 Erb Street West, Suite 101,
 Waterloo, ON
 N2L 1T2

Provisions

Principal \$396,000.00 Currency CDN
 Calculation Period Monthly, not in advance
 Balance Due Date ON DEMAND
 Interest Rate Mortgagee's Prime Rate + 5% per annum
 Payments
 Interest Adjustment Date
 Payment Date ON DEMAND
 First Payment Date
 Last Payment Date
 Standard Charge Terms 201607
 Insurance Amount Full insurable value
 Guarantor

Signed By

Denise Patricia Kocsis 1 James Street South, 14 th floor, acting for
 PO Box 926 Depo Chargor(s)
 Hamilton
 L8N 3P9

Tel 905-523-1333
 Fax 905-523-5878

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

Submitted By

SCARFONE HAWKINS LLP 1 James Street South, 14 th floor, PO
 Box 926 Depo
 Hamilton
 L8N 3P9

Tel 905-523-1333
 Fax 905-523-5878

Fees/Taxes/Payment

Statutory Registration Fee \$64.40
 Total Paid \$64.40

LRO # 30 Charge/Mortgage

Receipted as NR520562 on 2019 09 06 at 16:07

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

yyyy mm dd Page 2 of 2

File Number

Chargee Client File Number : 19R1759

BANK OF MONTREAL
ONTARIO
STANDARD CHARGE TERMS
ALL INDEBTEDNESS MORTGAGE
(COMMERCIAL/FARM)

Filing Number: 201607

The following set of standard charge terms (together with the schedule attached hereto, the "Standard Charge Terms") shall be deemed to be included in each mortgage or charge in which it is referred to by its filing number as provided in section 9 of the *Land Registration Reform Act*, R.S.O. 1990, except to the extent that the provisions of the Standard Charge Terms are excluded or varied by such mortgage or charge.

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B. DEFINITIONS

In this set of Standard Charge Terms and in each Mortgage, the following terms shall have the following meanings:

1. **“Applicable Rate”** means:
 - (a) the applicable interest rate specified by the applicable note or agreement delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee; or
 - (b) if the interest rate referred to in subsection (a) is not so specified, the applicable interest rate specified by the Mortgage.
2. **“Controlling Entity”** means any corporation or other entity which on the date of the Mortgage beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Mortgagor or a Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor.
3. **“Default”** means a default referred to in section I.
4. **“Guarantor”** means a person who guaranteed payment of all or any Indebtedness.
5. **“Indebtedness”** means all present and future indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Mortgagor alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the Mortgage or otherwise including all principal, interest, guarantee liabilities, letter of credit indemnity liabilities, bankers’ acceptance indemnity liabilities, fees and expenses now or hereafter owing by the Mortgagor to the Mortgagee.
6. **“Insolvency Proceeding”** means a proceeding commenced under the *Companies’ Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other similar statute.
7. **“Lease”** means a lease, offer to lease or other similar agreement of or with respect to the Mortgaged Land in favour of, or held by the Mortgagor as tenant and referred to in the Mortgage, as such lease, offer to lease or other similar agreement is amended or replaced from time to time.
8. **“Mortgage”** means the applicable registered mortgage or charge (as amended from time to time) in which this set of Standard Charge Terms is incorporated by reference to its filing number (including all Schedules thereto), includes any such mortgage or charge registered electronically or otherwise and includes such mortgage or charge whether or not any provision of the Standard Charge Terms is excluded or varied.
9. **“Mortgaged Land”** means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
10. **“Mortgagee”** means the mortgagee or chargee referred to in the Mortgage and its successors and assigns.

11. **“Mortgagee’s Prime Rate”** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.
12. **“Mortgagor”** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **“Other Encumbrances”** means all statutory liens, construction liens, mechanics’ liens, builders’ liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **“Permitted Prior Mortgage”** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **“Receiver”** means a receiver, receiver and manager or other similar person.
16. **“Schedule”** means a schedule to the Mortgage.
17. **“Taxes”** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Charge Terms. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor’s claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.

5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:

- (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
- (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

Nothing herein shall prejudice any of the Mortgagee's rights pursuant to or in respect of any note, bill of exchange, other agreement or other security now or hereafter held by the Mortgagee.

6. *Divided Parts of Mortgaged Land.* Every part of the Mortgaged Land into which the Mortgaged Land may hereafter be divided by a plan of subdivision or otherwise shall continue to be charged with payment of all Indebtedness but the Mortgagee may discharge any part or parts of the Mortgaged Land with or without sufficient consideration and without releasing the Mortgagor from the Mortgage and no person shall have any right to require the Indebtedness to be apportioned between or among such parts.

7. *Application of Amounts Paid.* Any and all amounts received by the Mortgagee with respect to Indebtedness before a Default shall, unless otherwise specified by the Mortgagee in writing, be applied firstly to reduce compound interest, secondly to reduce interest (other than compound interest), thirdly to reduce principal and fourthly to reduce any other Indebtedness. Any and all amounts received by the Mortgagee after a Default (including any and all amounts received from any security held by the Mortgagee) shall be applied by the Mortgagee in the manner determined by the Mortgagee in its sole discretion.

8. *Discharge of Mortgage.* If the Mortgagor shall duly pay to the Mortgagee all Indebtedness and the Mortgagee is not then obligated to extend any credit to the Mortgagor, the Mortgagor may request from the Mortgagee a discharge of the Mortgage and, upon delivery by the Mortgagee to the Mortgagor of a discharge of the Mortgage, the Mortgage shall terminate and cease to operate; provided that the Mortgage shall not terminate or cease to operate while any Indebtedness remains unpaid or while the Mortgagee is obligated to extend any credit to the Mortgagor only because, at any prior time or times, all Indebtedness had been paid in full. The Mortgagee shall not be obligated to deliver any partial discharge of the Mortgage.

9. *Consolidation of Mortgages.* To the extent permitted by law, the doctrine of consolidation shall apply with respect to *inter alia* the Mortgage.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

1. *Payment of Principal and Interest.* The Mortgagor shall pay to the Mortgagee when due all Indebtedness without deduction or set-off of any kind. The Mortgagor expressly agrees not to fail to pay any Indebtedness when due and not to reduce the amount of any due payment of any Indebtedness as a result, or in respect of any existing or future claim by the Mortgagor against the Mortgagee or against any other person whether such claim relates to any or all Indebtedness, the Mortgage, any other agreement between the Mortgagor and the Mortgagee, any other transaction or any other agreement or matter whatsoever.

2. *Observance and Performance of Other Obligations.* The Mortgagor shall duly and punctually observe and perform all the Mortgagor's existing and future obligations pursuant to

the Mortgage and all the Mortgagor's existing and future obligations pursuant to any and all other existing and future agreements delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee.

3. *Payment of Taxes.* The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last installment of Taxes in each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full of all such Taxes payable during such year. If the Mortgagor fails to pay any Taxes as they become due, the Mortgagee may, at its option, pay the whole or any part of such Taxes. The amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and indefeasible title and estate in fee simple to the Mortgaged Land (or the leasehold interest therein if section E applies), free of any Other Encumbrances except any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears, public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land or other encumbrances consented to by the Mortgagee in writing, and free of any reservations, limitations, provisos or conditions whatsoever except those contained in the original grant thereof, if any, from the Crown; the Mortgagor has good right, full power and lawful and absolute authority to mortgage and charge the Mortgaged Land (or, if section E applies, its leasehold interest therein) to the Mortgagee in accordance with the provisions of the Mortgage.

5. *Insurance.* The Mortgagor shall maintain, in form, substance and amount and with insurers satisfactory to the Mortgagee, all insurance required by the Mortgagee from time to time with respect to the Mortgaged Land (including boiler, property, public liability, rental, environmental and business interruption insurance and insurance covering all crops grown on the Mortgaged Land insuring such crops against damage by hail and against perils covered by all-risk crop insurance). The Mortgagor shall deliver to the Mortgagee, from time to time at the Mortgagee's request, certificates of insurance and certified copies of such insurance policies showing all loss payable to the Mortgagee as first mortgagee (subject to the interests of the holder of any Permitted Prior Mortgage) and loss payee and containing a mortgage clause satisfactory to the Mortgagee. As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns to the Mortgagee all the Mortgagor's present and future interests in and to all such present and future insurance policies and all proceeds therefrom. The Mortgagor shall not repair any damage using proceeds of any insurance without the Mortgagee's prior written consent and the Mortgagee may, at its discretion, apply any and all insurance proceeds to reduce Indebtedness. If the Mortgagor fails to maintain insurance required by the Mortgagee, the Mortgagee may arrange insurance with respect to the Mortgaged Land, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all amounts paid by the Mortgagee to effect such insurance and the Mortgagor shall pay interest thereon at the Applicable Rate; and all such amounts owing by the Mortgagor shall be part of the Indebtedness and secured by the Mortgage. The Mortgagor shall, forthwith on the occurrence of any loss or damage, furnish at the Mortgagor's own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance monies received may, at the option of the Mortgagee, to the extent permitted by law, be applied to rebuild or repair the premises on the Mortgaged Land or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have to require any insurance proceeds to be applied in any particular manner.

6. *Payment of Other Encumbrances.* The Mortgagor shall promptly pay when due all amounts now or hereafter owing pursuant to or with respect to any Other Encumbrances and shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any Other Encumbrances when due, the Mortgagee may, at its option, pay the whole or any part of any present or future Other Encumbrances. The amounts so paid shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. In the event the Mortgagee pays any Other Encumbrance, it shall be entitled to all the equities, rights and securities of the person or persons so paid and to obtain an assignment of

such Other Encumbrance so paid and of any right to payment and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit to do so.

7. *Payment of Expenses.* The Mortgagor shall, on demand by the Mortgagee, pay all costs, charges, expenses (including legal fees as between a solicitor and his or her own client), commissions and fees which may be incurred by the Mortgagee in negotiating any credit or credits secured by the Mortgage, investigating the title to the Mortgaged Land, preparing and registering the Mortgage and other documents, administering any credit or credits extended by the Mortgagee to the Mortgagor, inspecting the Mortgaged Land, collecting any Indebtedness, taking any proceeding in connection with or to collect any Indebtedness, taking and maintaining possession of the Mortgaged Land, maintaining and repairing the Mortgaged Land, and taking any other enforcement proceedings. The Mortgagor shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

8. *Compliance with Laws.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, the Mortgagor has complied with, and the Mortgagor agrees that it shall comply with all laws, by-laws and regulations affecting the Mortgaged Land and all orders and decisions of any governmental authority, governmental agency or court having jurisdiction affecting the Mortgaged Land (including all such laws, by-laws, regulations, orders and decisions relating to the environment or to residential or other property, including those relating to the amount of rent charged by the Mortgagor with respect to any part of the Mortgaged Land). The Mortgagor shall, at the Mortgagor's expense, promptly and in good and workmanlike manner make all improvements, alterations, clean-ups and repairs and effect any change in use that may be required from time to time to so comply.

9. *Maintain in Good Repair and Avoid Waste.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, all buildings, erections, equipment, machinery and improvements on the Mortgaged Land are in good condition and repair and that all noxious weeds have been eradicated from the Mortgaged Land. The Mortgagor shall maintain all buildings, erections, equipment, machinery and improvements on the Mortgaged Land in good condition and repair to the satisfaction of the Mortgagee, shall eradicate all noxious weeds from the Mortgaged Land and shall not permit waste to be committed or suffered on the Mortgaged Land or any part thereof. The Mortgagee or its agent shall be entitled, from time to time, to enter on the Mortgaged Land to inspect the Mortgaged Land and to undertake any tests (including intrusive environmental tests) required by the Mortgagee. If the Mortgagor neglects to keep the Mortgaged Land or any buildings, erections, equipment, machinery or improvements on the Mortgaged Land in good condition and repair, fails to eradicate noxious weeds from the Mortgaged Land or commits or permits any act of waste on the Mortgaged Land (as to which the Mortgagee shall be the sole judge), or fails to comply with section D.8., the Mortgagee or its agent may enter upon the Mortgaged Land and make such repairs and undertake such work and take such action as the Mortgagee deems necessary. All costs of such inspection, testing, repairs, work and action shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

10. *Environmental Representation and Indemnity.* The Mortgagor represents and warrants to the Mortgagee that there has not occurred, after the date the Mortgagor acquired an interest in the Mortgaged Land, any spill, leak, contamination or other material environmental problem affecting the Mortgaged Land or any part thereof (other than any such spill, leak, contamination or other environmental problem which has been remedied). The Mortgagor shall indemnify and save harmless the Mortgagee and any Receiver of the Mortgaged Land from any and all expenses and damages incurred or suffered by the Mortgagee or such Receiver as a result, or in respect of any spill, leak, contamination or other environmental problem affecting the Mortgaged Land or any part thereof. This indemnity shall survive the payment of all Indebtedness and the satisfaction, discharge or enforcement of the Mortgage or any other security.

11. *No Alterations or Change in Use.* The Mortgagor shall not, without the prior written consent of the Mortgagee, make, or permit to be made, any alterations or additions to the Mortgaged Land or any building thereon or change the Mortgagor's use of the Mortgaged Land

or any building thereon and the Mortgagor shall not allow the Mortgaged Land to be unoccupied or unused.

12. *No Unapproved Charge or Encumbrance by Mortgagor.* The Mortgagor shall not, without the Mortgagee's prior written consent, mortgage, charge, lien or encumber the Mortgaged Land or any part thereof or any interest therein or permit any Other Encumbrance to remain thereon except for any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears and public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land.

13. *Change in Ownership or Spousal Status.* Upon any change or event affecting any of the following, namely:

- (a) the spousal status of the Mortgagor, if the Mortgagor is an individual;
- (b) the qualification of the Mortgaged Land as a matrimonial home; or
- (c) the ownership of the Mortgaged Land,

the Mortgagor shall forthwith advise the Mortgagee accordingly in writing and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully informed of the names and addresses of the owner or owners of the Mortgaged Land and of any spouse who is not an owner but who may have a legal right of possession of or interest in the Mortgaged Land. The Mortgagor shall furnish the Mortgagee with such evidence in connection with any of subsections (a), (b) and (c) of this provision as the Mortgagee may from time to time request.

14. *Expropriation.* If the Mortgaged Land or any part thereof is condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects the Mortgagee's security, all Indebtedness shall, at the option of the Mortgagee, be deemed to have become due and payable on the day before such condemnation or expropriation, and interest shall continue to accrue thereon, at the Applicable Rate, until the Mortgagee has been paid all Indebtedness. The Mortgagor shall pay to the Mortgagee from any condemnation or expropriation proceeds the full amount thereof, to be applied by the Mortgagee to reduce Indebtedness.

15. *Power of Attorney.* The Mortgagor hereby irrevocably appoints the Mortgagee or any Receiver appointed by the Mortgagee under or pursuant to the Mortgage or by any order of a court of competent jurisdiction, as the Mortgagor's attorney for all purposes to take any and all action deemed appropriate by the Mortgagee or such Receiver after the occurrence of a Default.

16. *Further Assurances.* The Mortgagor shall (and shall cause each person having or claiming to have an estate, right, title or interest in or to the Mortgaged Land to) at any time and from time to time, at the Mortgagee's request, do, execute and deliver or cause to be made, executed and delivered to the Mortgagee such further and other reasonable acts, deeds, conveyances, charges and assurances as may be required by the Mortgagee to fully and effectually carry out the intention and meaning of the Mortgage and the provisions included in the Mortgage and the reasonable cost of such further assurances shall be part of the Indebtedness and secured by the Mortgage.

17. *Business Purposes Only.* The Mortgagor shall use only for business purposes any amounts loaned by the Mortgagee to the Mortgagor and secured by the Mortgage.

18. *No Registration of Condominiums or Strata Title Developments.* The Mortgagor shall not, without the Mortgagee's prior written consent, register any condominium or strata title development with respect to all or part of the Mortgaged Land or any declaration or description with respect thereto and the Mortgagee shall not have any obligation to provide such consent.

19. *Delivery of Information.* The Mortgagor shall deliver to the Mortgagee, promptly at the Mortgagee's request, all financial statements and other information as the Mortgagee may request from time to time with respect to the Mortgagor, a Guarantor or the Mortgaged Land.

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application,

litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

21. *Mortgagor a Canadian Resident.* The Mortgagor represents and warrants that, as at the date of the Mortgage, it is not a non-resident of Canada for purposes of the Income Tax Act and agrees that the Mortgagor shall not, without the Mortgagee's prior written consent, become a non-resident of Canada.

22. *Good Management of Mortgaged Land.* The Mortgagor shall at all times cause the Mortgaged Land to be managed in a commercially reasonable manner by the Mortgagor or by a property manager satisfactory to the Mortgagee, acting reasonably.

23. *Abutting Real Property.* The Mortgagor shall not, without the Mortgagee's prior written consent, acquire any real property which abuts the Mortgaged Land. If the Mortgagee gives such consent, the Mortgagor shall, at the Mortgagee's request, deliver to the Mortgagee a mortgage or charge of such abutting real property and of the Mortgaged Land in form and substance satisfactory to the Mortgagee.

24. *Deemed Covenants Excluded.* In accordance with subsection 7(3) of the *Land Registration Reform Act*, the covenants deemed to be included in a mortgage or charge by subsection 7(1) of such statute are expressly excluded from the Mortgage.

25. *Defeasance Provisions Excluded.* The provisions relating to defeasance in subsection 6(2) of the *Land Registration Reform Act* are expressly excluded from the Mortgage.

E. MORTGAGE OF LEASEHOLD INTEREST

If the Mortgagor is not the owner of the Mortgaged Land in fee simple but is the owner of a leasehold interest in the Mortgaged Land as tenant, or as an assignee or successor of a tenant, pursuant to a Lease, the following provisions shall apply:

1. *Representations and Warranties.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage:

- (a) the Lease is a good, valid and subsisting lease and has not been surrendered, forfeited or terminated or, except as specified in the Mortgage, amended, and the rents, covenants and provisions therein reserved and contained have been duly paid, performed and observed by the Mortgagor up to the date of the Mortgage; and
- (b) the Mortgagor has good right and full, lawful and absolute authority to charge, mortgage, demise and sublet the Mortgaged Land in accordance with the Mortgage and any consent thereto required of the applicable landlord has been obtained.

2. *Covenants Relating to Lease.* The Mortgagor agrees with the Mortgagee as follows:

- (a) The Mortgagor shall at all times fully perform and comply with all the obligations of the Mortgagor under or with respect to the Lease, or imposed on, assumed by or agreed to by the Mortgagor pursuant to any Other Encumbrances and, if the Mortgagor fails to do so, the Mortgagee may (but shall not be obliged to) take any action the Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any such obligations. The Mortgagor shall promptly provide to the Mortgagee a copy of any notice the Mortgagor receives from the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person under or relating to the Lease of the Mortgaged Land. Upon receipt by the Mortgagee from the Mortgagor, the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person of any notice, including a notice of default, the Mortgagee may rely thereon and take any action with respect to such notice as may be required in the Mortgagee's sole discretion, including to cure a default even though the existence

of such default or the nature thereof may be questioned or denied by or on behalf of the Mortgagor and the Mortgagee shall have the absolute and immediate right to enter in and upon the Mortgaged Land or any part thereof to such extent and as often as the Mortgagee, in its sole discretion deems necessary or desirable, in order to prevent or to cure any such default. The Mortgagee may pay and expend such amounts as the Mortgagee in its sole discretion deems necessary for any such purpose, and the amounts so paid shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest thereon at the Applicable Rate, and shall be a part of the Indebtedness and be secured by the Mortgage.

- (b) If the Mortgage is outstanding at the expiration of the term of the Lease and the Mortgagor refuses or neglects to exercise the Mortgagor's right, if any, to renew or extend the term of the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal or extension, the Mortgagee may effect such renewal or extension in the name of the Mortgagor or otherwise, and every such renewed or extended Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.
- (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall exercise any right to renew or extend the term of the Lease or to assign the Lease as the Mortgagee may direct, but subject to the Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.
- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

3. *Last Day of Term Excepted.* Despite any other provision of the Mortgage, the last day of the term of the Lease and of any renewal or extension thereof and of any agreement therefor now held or hereafter acquired by the Mortgagor shall be excepted out of the mortgage, charge and demise contained in the Mortgage.

4. *Charge by way of Sublease.* Despite section C.1. and any other provision of the Mortgage (except section E.3.), the Mortgagor mortgages and charges, by way of sublease, the Mortgagor's leasehold interest in the Mortgaged Land pursuant to the Lease, the mortgages and charges contained in the Mortgage shall be by way of sublease and the Mortgagee shall not have any obligation or liability to the landlord or any other person pursuant to or in respect of the Lease.

5. *Leasehold Interests.* Wherever any reference is made in the Mortgage to any right of the Mortgagee to sell, transfer, assign, lease, sublease, alienate or otherwise deal with the Mortgaged Land, such reference shall be deemed, subject to section E.3., to relate to the existing and future rights and interests of the Mortgagor in the Mortgaged Land pursuant to the Lease.

F. ASSIGNMENT OF LEASES AND RENTS

If the Mortgagor or any predecessor of the Mortgagor grants or has granted any lease, offer to lease, tenancy agreement or other similar agreement of all or any part of the Mortgaged Land as landlord, the following provisions shall apply:

1. *Assignment.* As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, all the Mortgagor's rights and interests as landlord in all existing and future leases, tenancy agreements, offers to lease and other similar agreements with respect to all or part of the Mortgaged Land, and all rents, incomes, profits and other amounts now or hereafter arising from or out of all or part of the Mortgaged Land or any building, improvement, fixture or part thereof forming part of the Mortgaged Land.

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases, offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.

5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.

6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.

7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

If the Mortgaged Land is or includes one or more condominium units or strata title units, the following provisions shall apply:

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.

2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable

condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.

3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.

4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:

- (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;
- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

If the Mortgagor has delivered to the Mortgagee or now or hereafter delivers to the Mortgagee a guarantee or guarantees of payment to the Mortgagee of indebtedness or liability of another or others, the Indebtedness shall include all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee or guarantees, whether direct or indirect, absolute or contingent, and the Mortgage shall secure payment of all such indebtedness and liability of the Mortgagor pursuant to such guarantee or guarantees in addition to all other Indebtedness. If any such guarantee is increased or otherwise amended, the Mortgage shall also secure payment of all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee as increased or otherwise amended.

I. DEFAULT

The Mortgagor shall be in default of the Mortgage and a Default shall occur pursuant to the Mortgage if:

- 1. the Mortgagor fails to pay any Indebtedness when due;
- 2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
- 3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
- 4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;

5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;
12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or
15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
 - (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

1. *Acceleration and Termination of Obligation to Extend Credit.* Without prejudice to any right of the Mortgagee to demand at any time payment by the Mortgagor of any and all Indebtedness, upon the occurrence of a Default all Indebtedness (or any part thereof determined by the Mortgagee) shall, at the Mortgagee's option, forthwith become due and payable, the Mortgage shall become enforceable and the Mortgagee shall not be obligated to extend any further credit to the Mortgagor.
2. *Right of Entry.* Upon the occurrence of a Default, the Mortgagee may, at any time or times without the concurrence of any person, enter upon, take and maintain possession of the Mortgaged Land, inspect, complete the construction of, repair or maintain any buildings or other improvements thereon, lease, collect the rents, profits and other amounts derived from the Mortgaged Land and manage the Mortgaged Land as the Mortgagee may deem fit without hindrance or interruption by the Mortgagor or any other person, and all reasonable costs, charges and expenses, including legal fees on a solicitor and his or her own client basis, and disbursements, commissions and allowances for the time and services of any employees of the Mortgagee or any agent of the Mortgagee or other persons appointed for any such purpose shall be forthwith payable by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. Upon the

occurrence of a Default, the Mortgagee may also enforce its security against all crops growing on the Mortgaged Land, the Mortgagee may, at any time or times without the concurrence of any person, enter upon the Mortgaged Land for the purpose of cutting, harvesting and removing such crops and for otherwise farming and working the Mortgaged Land, the Mortgagee may bring on the Mortgaged Land all machines, equipment and instruments necessary for such purposes, and the Mortgagee may use all yards, barns, granaries, grain bins or all other improvements and equipment located on the Mortgaged Land to carry out any of such activities.

3. *Sale.* Upon the occurrence of a Default which continues for at least fifteen days, the Mortgagee may, on at least thirty-five days' notice, sell the Mortgaged Land or any part or parts thereof, in accordance with the following provisions:

- (a) notice shall be given to such persons and in such manner and form and within such time as provided by law; provided that, in the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, notice may be effectually given by leaving it with a person on the Mortgaged Land, if occupied, or by placing the same on some portion thereof, if unoccupied or, at the option of the Mortgagee, by mailing it by registered mail in a notice or letter addressed to the Mortgagor at the Mortgagor's last known address, or by publishing it once in a newspaper published in the area or region in which the Mortgaged Land is situated;
- (b) such notice shall be sufficient although not addressed to any person or persons by name or designation, and notwithstanding that any person to be affected thereby may be unknown, unascertained or under any disability;
- (c) sale of the Mortgaged Land may be by public auction or private sale or partly by one and partly by the other, for such price or prices as can reasonably be obtained therefor and on such terms as to credit or otherwise and with such conditions of sale and stipulations as to title or evidence of title or otherwise as the Mortgagee in its sole discretion shall deem appropriate;
- (d) in the event of any sale on credit or for part cash and part credit, the Mortgagee shall not be accountable for or charged with any moneys until actually received;
- (e) the Mortgagee may rescind or vary any contract of sale and may buy in and re-sell the Mortgaged Land or any part thereof without being answerable for any loss occasioned thereby;
- (f) the Mortgagee may sell all or any part of the buildings, fixtures, machinery, equipment, crops and standing or fallen trees separately from the Mortgaged Land and the purchaser shall have all necessary access to the Mortgaged Land for the purposes of severing, cutting and removal; and
- (g) subject to compliance with law, sales may be made from time to time of any part or parts of the Mortgaged Land to satisfy any part or parts of the Indebtedness then owing to the Mortgagee leaving the remaining outstanding Indebtedness secured by the Mortgage as a charge of the remainder of the Mortgaged Land.

4. *Sale or Lease.* The following shall apply with respect to any sale or lease by the Mortgagee, its agent or any Receiver of all or part of the Mortgaged Land after the occurrence of a Default:

- (a) no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety and no lack of default or lack of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease;
- (b) the Mortgagee may sell or lease all or part of the Mortgaged Land without entering into actual possession of the Mortgaged Land and, when it desires to take possession, it may break locks and bolts and while in possession shall only be accountable for moneys actually received by it;

- (c) the Mortgagor hereby appoints the Mortgagee as the Mortgagor's true and lawful attorney and agent to make application under any statute for consent to sever, sell or lease part or parts of the Mortgaged Land and to do all things and execute all documents to effectually complete any such severance, sale or lease;
- (d) the Mortgagee may lease or take sale proceedings notwithstanding that other mortgage proceedings have been taken or are then pending;
- (e) the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale of the Mortgaged Land unless such loss is caused by the Mortgagee's willful misconduct; and
- (f) no sale, leasing or other dealing by the Mortgagee with the Mortgaged Land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of any Indebtedness.

5. *Attornment.* To the extent the Mortgaged Land or any part thereof is not a residential premises so as to be subject to the provisions of the applicable statute governing residential tenancies, the Mortgagor hereby attorns to and becomes a tenant of such Mortgaged Land to the Mortgagee from year to year from the date of the execution of the Mortgage until the Mortgage is discharged at a rental equivalent to and applicable in satisfaction of the interest payments forming part of the Indebtedness, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor in regard to the Mortgaged Land. The Mortgagor agrees that neither the existence of this provision nor anything done by virtue hereof shall impose any obligation on the Mortgagee or render the Mortgagee a mortgagee in possession or accountable for any moneys except moneys actually received by the Mortgagee and the Mortgagee may, upon the occurrence of any Default, enter on the Mortgaged Land and terminate the tenancy hereby created without notice.

6. *Right to Distain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

7. *Judgments and Non-Merger.* The taking of a judgment or judgments with respect to any of the covenants contained herein, in the Mortgage or otherwise shall not operate as a merger of any such covenants or affect the Mortgagee's right to receive interest under the Mortgage and each such judgment may provide, at the option of the Mortgagee, that interest thereon shall be computed and payable until such judgment has been fully paid and satisfied.

8. *Separate Remedies.* All remedies of the Mortgagee may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Mortgagee however created.

9. *Application of Proceeds and Mortgagor's Liability for Deficiency.* All amounts received by the Mortgagee or any Receiver pursuant to any enforcement of the Mortgage may be held by the Mortgagee as security for the Indebtedness or applied to reduce Indebtedness in such manner as may be determined by the Mortgagee and the Mortgagee may at any time apply or change any such appropriation of such payments to such part or parts of the Indebtedness as the Mortgagee may determine in its sole discretion. The Mortgagor shall be and remain liable to the Mortgagee for any deficiency. Any surplus amounts realized after payment of all Indebtedness shall be paid in accordance with applicable law.

10. *Mortgagor's Insolvency Proceedings.* The Mortgagor acknowledges that the Mortgaged Land is of such a unique nature that, if the Mortgagor seeks to reorganize or restructure its affairs pursuant to any Insolvency Proceeding, the Mortgagee would not have a sufficient commonality of interest with any other creditor or creditors of the Mortgagor such that the Mortgagee would be required to vote on any plan, reorganization, arrangement, compromise or other transaction in a class with any other creditor or creditors of the Mortgagor and, in that regard, the Mortgagor

agrees that the Mortgagee shall be placed in its own exclusive class of creditors for voting purposes. The Mortgagor further agrees that:

- (a) it will give the Mortgagee not less than 10 days written notice prior to the commencement of any Insolvency Proceeding with respect to the Mortgagor;
- (b) in no circumstance will the Mortgagor seek an order which stays any right of the Mortgagee or, to the extent permitted by law, permit any right of the Mortgagee to be stayed, in any Insolvency Proceeding and, if any court-ordered or automatic stay is imposed on the Mortgagee, the Mortgagor hereby consents to an order lifting such stay as against the Mortgagee;
- (c) if an Insolvency Proceeding is commenced with respect to the Mortgagor, the Mortgagor will consent to an order directing that all rents or other revenues generated or received from or in respect of the Mortgaged Land be deposited to a segregated trust account under the sole control of the Mortgagee and that same shall not result in the Mortgagee's being a mortgagee in possession of, or in control or management of the Mortgaged Land or result in the acceleration of payment of any Indebtedness unless such acceleration is required by the Mortgagee in writing; and
- (d) it shall not, without the Mortgagee's prior written consent, propose or permit the sale or transfer of the Mortgaged Land or any part thereof, in or as part of any Insolvency Proceeding, for a net sale price less than the amount required to pay in full all Indebtedness outstanding as at the date of payment of such net sale proceeds to the Mortgagee.

K. APPOINTMENT OF A RECEIVER

1. *Appointment.* Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may by instrument in writing appoint a Receiver of all or any part of the Mortgaged Land and all rents, incomes, profits and other amounts now or hereafter arising therefrom. The Mortgagee may also apply to any court of competent jurisdiction for the appointment of a Receiver.

2. *Powers of Receiver.* Any Receiver appointed by the Mortgagee shall, to the extent permitted by law, have the following powers:

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;
- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;
- (c) to borrow money required for the maintenance, preservation or protection of the Mortgaged Land or for carrying on the business of the Mortgagor and, in the discretion of the Receiver, to charge the Mortgaged Land in priority to the Mortgage as security for the principal amounts so borrowed, interest thereon and costs related thereto;
- (d) to sell, lease, or otherwise dispose of the Mortgaged Land or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its sole discretion, and to effect such sale by conveying in the name and on behalf of the Mortgagor or otherwise;
- (e) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession of the Mortgaged Land, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the rents, accounts receivable or any other obligation of any person to the Mortgagor;

- (f) to exercise any rights or remedies which could have been exercised by the Mortgagee against the Mortgagor or the Mortgaged Land or with respect thereto; and
- (g) to execute all documents required to effect any of the foregoing.

3. *Identity of Receiver and Removal.* Any Receiver so appointed by the Mortgagee may be any person or persons satisfactory to the Mortgagee, and the Mortgagee may remove any Receiver so appointed and appoint another or others instead.

4. *Receiver as Agent of Mortgagor.* Any Receiver appointed by the Mortgagee shall be deemed to be agent of the Mortgagor unless the Mortgagee expressly specifies in writing that the Receiver shall be agent of the Mortgagee. The Mortgagor agrees to ratify and confirm all actions of the Receiver acting as agent for the Mortgagor and to release and indemnify the Receiver in respect of all such actions.

5. *Receivership Expenses.* The Mortgagor shall pay to the Receiver, forthwith on demand by the Mortgagee or the Receiver, the amount of all reasonable fees, disbursements and other expenses incurred by the Receiver in the exercise of its powers hereunder, with interest thereon at the Applicable Rate from the date on which such sums are incurred. All such sums, together with interest thereon at the Applicable Rate, shall be part of the Indebtedness and secured by the Mortgage.

6. *No Enquiries Required.* No persons dealing with the Receiver or its agents, upon any sale or other dealing with the Mortgaged Land, shall be concerned to inquire as to their powers or as to the application of any money paid to them, such sale or dealing shall be deemed as regards such person to be within the powers hereby conferred and to be valid and effectual.

L. MISCELLANEOUS

1. *Records of Mortgagee.* The records of the Mortgagee disclosing the amount of an extension of credit by the Mortgagee to the Mortgagor, the repayment of any principal amount of Indebtedness, the amount of accrued and unpaid interest owing by the Mortgagor and the amount of other Indebtedness (or any part thereof) at any time outstanding, shall constitute conclusive evidence thereof in the absence of mathematical error.

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

3. *Assignment and Syndication.* The Mortgagee shall be entitled from time to time, both before and after a Default, without notice to, or the consent of the Mortgagor or any Guarantor:

- (a) to sell or assign all or part of the Indebtedness and the Mortgagee's interests in the Mortgage and any other security and agreements held by the Mortgagee; and
- (b) to syndicate all or part of the Indebtedness, the Mortgage and any other security and agreements held by the Mortgagee and to grant participations therein.

To facilitate the foregoing, the Mortgagee may provide each prospective purchaser, assignee, syndicated lender or participant and their respective advisers with financial and other information concerning the Indebtedness, the Mortgagor, the Mortgaged Land, any Guarantor, any other collateral or any other matter.

4. *General Indemnity by Mortgagor.* The Mortgagor hereby agrees, on demand by the Mortgagee, to indemnify and hold harmless the Mortgagee and its officers, directors, employees and agents from and against any and all claims, expenses, liabilities, losses and damages that may be asserted against or incurred by any of such indemnified persons arising out of, or in connection with the Mortgage, any Indebtedness or any claim, investigation, proceeding or litigation relating to any of the foregoing, regardless of whether any such indemnified person is a party thereto (including any and all breakage costs reasonably incurred by the Mortgagee in respect of any breach by the Mortgagor of any of its obligations under the Mortgage) and to reimburse each such indemnified person, on demand by the Mortgagee, for any and all reasonable legal and other expenses incurred in investigating, pursuing or defending any of the foregoing or otherwise in connection with any of the foregoing; provided that the foregoing indemnity shall not, as to any indemnified person, apply to any claim, expense, liability, loss or damage or related expense to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct or gross negligence of such indemnified person.

5. *Effect of Sale.* No sale, conveyance, transfer or other dealing by the Mortgagor with the Mortgaged Land or any part thereof or any approval of the Mortgagee relating thereto shall in any way change or affect the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person or persons liable for payment of the Indebtedness or any part thereof.

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal

with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

7. *Amendments to Mortgage.* The Mortgagor and the Mortgagee may from time to time amend the Mortgage (including to increase the interest rate specified by the Mortgage) by an amendment agreement between the Mortgagor and the Mortgagee, whether or not such amendment agreement (or notice thereof) is registered. This provision shall constitute notice of such amendments and the Mortgage shall secure payment of all Indebtedness (including all interest and other Indebtedness arising or resulting from such amendments) and retain its priority with respect thereto over any mortgage, charge or other instrument registered subsequent to the Mortgage.

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

9. *Discharge or Assignment.* The Mortgagee shall be entitled to prepare or have its counsel prepare a discharge or assignment of the Mortgage and any other documents necessary to discharge or assign any other security held by the Mortgagee and shall have a reasonable time after payment of the Indebtedness in full within which to prepare, execute and deliver such instruments. All reasonable costs, fees and disbursements of the Mortgagee and the Mortgagee's counsel in connection with the preparation, review, execution and delivery of the discharge, assignment or any other documents necessary to discharge or assign the Mortgage or any other security shall, to the extent permitted by law, be paid by the Mortgagor to the Mortgagee and be secured by the Mortgage.

10. *No Obligation to Advance.* Nothing herein and nothing contained in the Mortgage shall obligate the Mortgagee to loan any amount to the Mortgagor or to extend any other credit to the Mortgagor.

11. *Appointment of Attorney Irrevocable.* Each appointment by the Mortgagor of an attorney in the Mortgage or the Standard Charge Terms is coupled with an interest and may not be revoked.

12. *Other Security.* The Mortgage is in addition to and not in substitution for any other security at any time held by the Mortgagee as security for payment of all or any part of the Indebtedness, and the Mortgagee may, at its option, pursue its remedies thereunder or under the Mortgage concurrently or successively. Any judgment or recovery under the Mortgage or under any other security held by the Mortgagee as security for payment of Indebtedness shall not affect the right of the Mortgagee to enforce or realize on the Mortgage or any other such security.

13. *Financing Statement.* To the extent permitted by law, the Mortgagor hereby waives its right to receive from the Mortgagee a copy of any financing statement, financing change statement, verification statement or other similar statement filed by or received by the Mortgagee or any agent of the Mortgagee.

14. *Notice.* Except as otherwise herein provided, any notice, demand or other communication to the Mortgagor referred to herein or in the Mortgage may be forwarded to the Mortgagor by personal delivery or mailed by prepaid ordinary or registered mail to the Mortgagor at the Mortgagor's last known address as shown on the Mortgagee's records. The Mortgagor shall be deemed to have received the same on the date of delivery, if personally delivered, or on the fourth day after the same is mailed by prepaid ordinary mail or registered mail, if mailed, even if the Mortgagor does not actually receive it.

15. *Different Currencies.* The payment of any part of the Indebtedness shall be made by the Mortgagor in the same currency as the currency in which such part of the Indebtedness is then denominated and all interest and fees shall be paid by the Mortgagor in the same currency as the currency in which that part of the Indebtedness to which they relate is denominated.

16. *Judgment Currency.* If in the recovery by the Mortgagee of any Indebtedness in any currency, judgment can only be obtained in another currency and, because of changes in the

exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the recovery under the judgment differs from the receipt by the Mortgagee of the full amount of such Indebtedness, the Mortgagor shall pay any such deficiency to the Mortgagee, such deficiency may be claimed by the Mortgagee against the Mortgagor as an alternative or additional cause of action and any surplus received by the Mortgagee shall be repaid to the Mortgagor.

17. *Foreign Exchange Rate Determinations.* Whenever any provision of the Mortgage requires or permits the determination of the rate of exchange between any currencies, such rate of exchange shall be determined by the Mortgagee based on its normal practice as at the date of such determination.

18. *Governing Law.* The Standard Charge Terms and the Mortgage shall be governed by the law of the jurisdiction in which the Mortgaged Land is located.

19. *Time of Essence.* Time shall be of the essence of the Mortgage.

20. *Severability.* If any provision of the Mortgage is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and the Mortgage shall remain in full force and effect without such provision.

21. *Interpretation.* Whenever the context so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing any gender shall include the other genders. Whenever used in the Standard Charge Terms, the Mortgage or any Schedule, the words “including” and “includes” shall mean “including, without limitation” and “includes, without limitation”, respectively, and the word “person” shall include an individual, corporation, partnership, government, government agency and any other entity.

22. *Titles.* Titles used in the Standard Charge Terms, the Mortgage or any Schedule are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of any provision of the Standard Charge Terms, the Mortgage or any Schedule.

23. *Joint and Several Obligations.* If there is more than one Mortgagor, all Mortgagors shall be jointly and severally liable for all obligations of the Mortgagors pursuant to the Mortgage.

24. *Schedule.* Schedule “A” shall form part of the Standard Charge Terms.

25. *Equivalent Rate Information.* Schedule “A” is a summary of various annual rates of interest calculated half-yearly not in advance equivalent to the corresponding annual rates calculated monthly not in advance or calculated quarter-annually not in advance. The rate of interest chargeable, calculated half-yearly not in advance, equivalent to each Applicable Rate, is shown by Schedule “A”.

26. *Successors and Assigns.* All rights and powers of the Mortgagee shall enure to the benefit of and be exercisable by the Mortgagee and the Mortgagee’s successors and assigns. All covenants, obligations and liabilities entered into or imposed on the Mortgagor shall be binding on the Mortgagor and the Mortgagor’s heirs, executors, administrators, personal representatives, successors and assigns.

SCHEDULE "A"

The interest rates set out in Column C are the annual interest rates calculated half-yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance set out in Column A and quarter-annually not in advance set out in Column B.

COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance
1.0000%	1.0008%	1.0021%	9.5000%	9.5754%	9.6900%
1.1250%	1.1261%	1.1276%	9.6250%	9.7024%	9.8201%
1.2500%	1.2513%	1.2533%	9.7500%	9.8294%	9.9502%
1.3750%	1.3766%	1.3789%	9.8750%	9.9565%	10.0804%
1.5000%	1.5019%	1.5047%	10.0000%	10.0836%	10.2107%
1.6250%	1.6272%	1.6305%	10.1250%	10.2107%	10.3410%
1.7500%	1.7526%	1.7564%	10.2500%	10.3378%	10.4714%
1.8750%	1.8779%	1.8823%	10.3750%	10.4650%	10.6019%
2.0000%	2.0033%	2.0084%	10.5000%	10.5921%	10.7324%
2.1250%	2.1288%	2.1344%	10.6250%	10.7194%	10.8630%
2.2500%	2.2542%	2.2606%	10.7500%	10.8466%	10.9937%
2.3750%	2.3797%	2.3868%	10.8750%	10.9739%	11.1244%
2.5000%	2.5052%	2.5131%	11.0000%	11.1011%	11.2552%
2.6250%	2.6307%	2.6394%	11.1250%	11.2285%	11.3861%
2.7500%	2.7563%	2.7658%	11.2500%	11.3558%	11.5170%
2.8750%	2.8819%	2.8923%	11.3750%	11.4832%	11.6480%
3.0000%	3.0075%	3.0188%	11.5000%	11.6106%	11.7791%
3.1250%	3.1331%	3.1454%	11.6250%	11.7380%	11.9102%
3.2500%	3.2588%	3.2721%	11.7500%	11.8654%	12.0414%
3.3750%	3.3845%	3.3988%	11.8750%	11.9929%	12.1727%
3.5000%	3.5102%	3.5256%	12.0000%	12.1204%	12.3040%
3.6250%	3.6360%	3.6525%	12.1250%	12.2479%	12.4354%
3.7500%	3.7617%	3.7794%	12.2500%	12.3755%	12.5669%
3.8750%	3.8875%	3.9064%	12.3750%	12.5031%	12.6985%
4.0000%	4.0133%	4.0335%	12.5000%	12.6307%	12.8301%
4.1250%	4.1392%	4.1606%	12.6250%	12.7583%	12.9618%
4.2500%	4.2651%	4.2878%	12.7500%	12.8859%	13.0935%
4.3750%	4.3910%	4.4151%	12.8750%	13.0136%	13.2253%
4.5000%	4.5169%	4.5424%	13.0000%	13.1413%	13.3572%
4.6250%	4.6428%	4.6698%	13.1250%	13.2691%	13.4892%
4.7500%	4.7688%	4.7973%	13.2500%	13.3968%	13.6212%
4.8750%	4.8948%	4.9248%	13.3750%	13.5246%	13.7533%
5.0000%	5.0209%	5.0524%	13.5000%	13.6524%	13.8854%
5.1250%	5.1469%	5.1800%	13.6250%	13.7803%	14.0177%
5.2500%	5.2730%	5.3078%	13.7500%	13.9082%	14.1499%
5.3750%	5.3991%	5.4355%	13.8750%	14.0360%	14.2823%
5.5000%	5.5252%	5.5634%	14.0000%	14.1640%	14.4147%
5.6250%	5.6514%	5.6913%	14.1250%	14.2919%	14.5472%
5.7500%	5.7776%	5.8193%	14.2500%	14.4199%	14.6798%
5.8750%	5.9038%	5.9474%	14.3750%	14.5479%	14.8124%
6.0000%	6.0300%	6.0755%	14.5000%	14.6759%	14.9451%
6.1250%	6.1563%	6.2037%	14.6250%	14.8040%	15.0779%
6.2500%	6.2826%	6.3319%	14.7500%	14.9320%	15.2108%
6.3750%	6.4089%	6.4603%	14.8750%	15.0601%	15.3437%
6.5000%	6.5353%	6.5887%	15.0000%	15.1883%	15.4766%
6.6250%	6.6616%	6.7171%	15.1250%	15.3164%	15.6097%
6.7500%	6.7880%	6.8456%	15.2500%	15.4446%	15.7428%
6.8750%	6.9145%	6.9742%	15.3750%	15.5728%	15.8760%
7.0000%	7.0409%	7.1029%	15.5000%	15.7011%	16.0092%
7.1250%	7.1674%	7.2316%	15.6250%	15.8293%	16.1425%
7.2500%	7.2939%	7.3604%	15.7500%	15.9576%	16.2759%
7.3750%	7.4204%	7.4892%	15.8750%	16.0859%	16.4094%
7.5000%	7.5470%	7.6182%	16.0000%	16.2143%	16.5429%
7.6250%	7.6736%	7.7472%	16.1250%	16.3427%	16.6765%
7.7500%	7.8002%	7.8762%	16.2500%	16.4710%	16.8102%
7.8750%	7.9268%	8.0053%	16.3750%	16.5995%	16.9439%
8.0000%	8.0535%	8.1345%	16.5000%	16.7279%	17.0777%
8.1250%	8.1801%	8.2638%	16.6250%	16.8564%	17.2116%
8.2500%	8.3068%	8.3931%	16.7500%	16.9849%	17.3455%
8.3750%	8.4336%	8.5225%	16.8750%	17.1134%	17.4795%
8.5000%	8.5604%	8.6519%	17.0000%	17.2420%	17.6136%
8.6250%	8.6871%	8.7815%	17.1250%	17.3706%	17.7477%
8.7500%	8.8140%	8.9111%	17.2500%	17.4992%	17.8819%
8.8750%	8.9408%	9.0407%	17.3750%	17.6278%	18.0162%
9.0000%	9.0677%	9.1704%	17.5000%	17.7564%	18.1506%
9.1250%	9.1946%	9.3002%	17.6250%	17.8851%	18.2850%
9.2500%	9.3215%	9.4301%	17.7500%	18.0138%	18.4195%
9.3750%	9.4484%	9.5600%	17.8750%	18.1426%	18.5540%

EXHIBIT D

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

PROPERTY DESCRIPTION: PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES

PROPERTY REMARKS:
ESTATE/QUALIFIER:

 FEE SIMPLE
 LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 46220-0243

PIN CREATION DATE:

2003/08/25

OWNERS' NAMES:
 HAPPY TOWN HOUSING INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2003/08/22 **			
** 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:	2003/08/25 **				
RO493091	1985/03/04	NOTICE				C
	REMARKS: ZONING	REGULATIONS				C
30R10352	2001/11/30	PLAN REFERENCE				C
RO788649	2001/12/07	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** HRABOWSKY, YVONNA VLADISLAVA	MURRAY, JULIA	
	REMARKS: PLANNING ACT STATEMENTS					
RO788650	2001/12/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MURRAY, JULIA	THE TORONTO-DOMINION BANK	
NR192532	2008/10/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: RO788650					
NR214624	2009/07/24	CHARGE		*** COMPLETELY DELETED *** MURRAY, JULIA	THE TORONTO-DOMINION BANK	
NR345501	2014/02/03	TRANSFER		*** COMPLETELY DELETED ***		

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.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR345502	2014/02/03	CHARGE		MURRAY, JULIA *** COMPLETELY DELETED *** INGRIBELLI, MIRANDA	INGRIBELLI, MIRANDA BANK OF MONTREAL	
NR345508	2014/02/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** INGRIBELLI, MIRANDA	BANK OF MONTREAL	
		REMARKS: NR345502.				
NR345767	2014/02/07	NO SEC INTEREST		*** COMPLETELY DELETED *** SNAP HOME FINANCE CORP.		
NR346611	2014/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: NR214624.				
NR347550	2014/03/10	DISCHARGE INTEREST		*** COMPLETELY DELETED *** SNAP HOME FINANCE CORP.		
		REMARKS: NR345767.				
NR390021	2015/08/20	TRANSFER		*** COMPLETELY DELETED *** INGRIBELLI, MIRANDA	INGRIBELLI, MIRANDA JOAN INGRIBELLI, GIUSEPPE	
NR390022	2015/08/20	CHARGE		*** COMPLETELY DELETED *** INGRIBELLI, MIRANDA JOAN INGRIBELLI, GIUSEPPE	FIRST NATIONAL FINANCIAL GP CORPORATION	
NR390023	2015/08/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** INGRIBELLI, GIUSEPPE INGRIBELLI, MIRANDA JOAN	FIRST NATIONAL FINANCIAL GP CORPORATION	
		REMARKS: NR390022.				
NR392096	2015/09/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: NR345502.				
NR481409	2018/05/23	TRANSFER		*** COMPLETELY DELETED *** INGRIBELLI, GIUSEPPE INGRIBELLI, MIRANDA JOAN	MOLONY, RYAN	
		REMARKS: PLANNING ACT STATEMENTS.				
NR481463	2018/05/24	CHARGE		*** COMPLETELY DELETED ***		

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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
NR481464	2018/05/24	NO ASSGN RENT GEN		MOLONY, RYAN *** COMPLETELY DELETED *** MOLONY, RYAN	RAJAKARUNA, GASTON RAJAKARUNA, GASTON	
		REMARKS: NR481463. RENTS				
NR484744	2018/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION		
		REMARKS: NR390022.				
NR491725	2018/09/19	CHARGE		*** COMPLETELY DELETED *** MOLONY, RYAN	2512681 ONTARIO INC. DIGBY, BRIAN	
NR502931	2019/01/30	CHARGE		*** COMPLETELY DELETED *** MOLONY, RYAN	EQUITABLE BANK	
NR502932	2019/01/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MOLONY, RYAN	EQUITABLE BANK	
		REMARKS: NR502931				
NR503731	2019/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAJAKARUNA, GASTON		
		REMARKS: NR481463.				
NR504748	2019/02/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2512681 ONTARIO INC. DIGBY, BRIAN		
		REMARKS: NR491725.				
NR507211	2019/03/29	TRANSFER	\$485,000	MOLONY, RYAN	HAPPY TOWN HOUSING INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
NR507720	2019/04/05	CAUTION-LAND		*** COMPLETELY DELETED *** HAPPY TOWN HOUSING INC.	CLARK, DANIEL	
		REMARKS: EXP 60 DAYS FROM 2019/04/05 EXPIRED INTEREST		DELETED FROM PIN 46220-0112 PURSUANT TO BULLETIN 89004		
		CORRECTIONS: DELETED ON 2019/07/18 AT 09:22 BY LABONTE-LAROCQUE, THERESE.				
NR509608	2019/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUITABLE BANK		
		REMARKS: NR502931.				
NR516118	2019/07/18	CHARGE		*** COMPLETELY DELETED *** HAPPY TOWN HOUSING INC.	DWORECKI, EUGENE	

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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
NR516119	2019/07/18	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAPPY TOWN HOUSING INC.	RASO, TONY BREWER, CHRIS DWORECKI, EUGENE RASO, TONY BREWER, CHRIS	
		REMARKS: NR516118.				
NR519351	2019/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** DWORECKI, EUGENE RASO, TONY BREWER, CHRIS		
		REMARKS: NR516118.				
NR520562	2019/09/06	CHARGE	\$396,000	HAPPY TOWN HOUSING INC.	BANK OF MONTREAL	C
NR641701	2023/05/15	CHARGE	\$132,842	HAPPY TOWN HOUSING INC.	1000027984 ONTARIO LIMITED JOHNSTON-KLEMENS, CHERYL	C
NR641702	2023/05/15	NO ASSGN RENT GEN		HAPPY TOWN HOUSING INC.	JOHNSTON-KLEMENS, CHERYL 1000027984 ONTARIO LIMITED	C
		REMARKS: NR641701				
NR665623	2024/05/08	CHARGE	\$80,500	HAPPY TOWN HOUSING INC.	J & Y BULK ENTERPRISES INC.	C
NR666382	2024/05/21	CHARGE	\$597,597	HAPPY TOWN HOUSING INC.	ELEVATION REALTY NETWORK INC.	C
NR668594	2024/06/19	CAUTION-LAND		*** COMPLETELY DELETED *** HAPPY TOWN HOUSING INC.	THE LION'S SHARE GROUP INC.	
		REMARKS: EXPIRES 60 DAYS FROM 2024/06/19				
NR670503	2024/07/12	TRANSFER OF CHARGE		1000027984 ONTARIO LIMITED JOHNSTON-KLEMENS, CHERYL	2762147 ONTARIO INC.	C
		REMARKS: NR641701.				
NR672213	2024/08/08	WITHDRAWAL CAUTION		*** COMPLETELY DELETED *** THE LION'S SHARE GROUP INC.		
		REMARKS: NR668594.				
NR672214	2024/08/08	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	THE FULLER LANDAU GROUP INC.	C
		REMARKS: APPOINTING RECEIVER				

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR679386	2024/11/15	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	TDB RESTRUCTURING LIMITED	C

EXHIBIT E

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

PROPERTY DESCRIPTION: LT 1830 CP PL 2 GRANTHAM; CITY OF ST. CATHARINES

PROPERTY REMARKS:
ESTATE/QUALIFIER:
 FEE SIMPLE
 LT CONVERSION QUALIFIED

RECENTLY:
 RE-ENTRY FROM 46177-0171

PIN CREATION DATE:
 2003/07/28

OWNERS' NAMES:
 HAPPY TOWN HOUSING INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2003/07/25 **			
** 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: 2003/07/28 **					
RO493091	1985/03/04	NOTICE				C
	REMARKS: ZONING REGULATIONS					
RO792307	2002/03/07	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** LAIRD, LINDA JANE LAIRD, IDA BEATRICE	LAIRD, LINDA JANE	
NR497917	2018/11/27	TRANSFER		*** COMPLETELY DELETED *** LAIRD, LINDA JANE	OLD THING BACK INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
NR497918	2018/11/27	CHARGE		*** COMPLETELY DELETED *** OLD THING BACK INC.	2384805 ONTARIO INC.	
NR497919	2018/11/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** OLD THING BACK INC.	2384805 ONTARIO INC.	
	REMARKS: NR497918.					
NR507766	2019/04/05	CAUTION-LAND		*** COMPLETELY DELETED *** OLD THING BACK INC.	CLARK, DANIEL	

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
NR520529	2019/09/06	TRANSFER	\$334,000	OLD THING BACK INC.	HAPPY TOWN HOUSING INC.	C
NR520563	2019/09/06	CHARGE	\$334,000	HAPPY TOWN HOUSING INC.	BANK OF MONTREAL	C
NR520590	2019/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2384805 ONTARIO INC.		
NR532181	2020/01/14	CERTIFICATE		*** COMPLETELY DELETED *** CLARK, DANIEL		
NR584480	2021/07/28	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	HAPPY TOWN HOUSING INC.	
NR641699	2023/05/15	CHARGE	\$127,218	HAPPY TOWN HOUSING INC.	JOHNSTON-KLEMENS, CHERYL 1000027984 ONTARIO LIMITED	C
NR641700	2023/05/15	NO ASSGN RENT GEN		HAPPY TOWN HOUSING INC.	1000027984 ONTARIO LIMITED JOHNSTON-KLEMENS, CHERYL	C
NR665623	2024/05/08	CHARGE	\$80,500	HAPPY TOWN HOUSING INC.	J & Y BULK ENTERPRISES INC.	C
NR666382	2024/05/21	CHARGE	\$597,597	HAPPY TOWN HOUSING INC.	ELEVATION REALTY NETWORK INC.	C
NR668594	2024/06/19	CAUTION-LAND		*** COMPLETELY DELETED *** HAPPY TOWN HOUSING INC.	THE LION'S SHARE GROUP INC.	
NR670505	2024/07/12	TRANSFER OF CHARGE		JOHNSTON-KLEMENS, CHERYL 1000027984 ONTARIO LIMITED	2762147 ONTARIO INC.	C
NR672213	2024/08/08	WITHDRAWAL CAUTION		*** COMPLETELY DELETED *** THE LION'S SHARE GROUP INC.		
NR672214	2024/08/08	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	THE FULLER LANDAU GROUP INC.	C
		REMARKS: APPOINTING RECEIVER				

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
NR679386	2024/11/15	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	TDB RESTRUCTURING LIMITED	C

EXHIBIT F

STANDBY AGREEMENT

THIS AGREEMENT made as of the 14th day of March, 2024.

BETWEEN:

BANK OF MONTREAL, a chartered bank under the laws of Canada having an office at 100 King Street West, 19th Floor, Toronto, Ontario

(hereinafter called the "**Bank**")

OF THE FIRST PART

- AND -

HAPPY TOWN HOUSING INC., an Ontario corporation having its registered head office in the City of Hamilton, Ontario

(hereinafter called the "**Borrower**")

OF THE SECOND PART

- AND -

THOMAS DYLAN SUITOR, the principal of the Borrower

(hereinafter called the "**Guarantor**")

OF THE THIRD PART

RECITALS

1. The Borrower is indebted to the Bank on the loans described on **Schedule A**.
2. As of March 13, 2024, \$982,250.40 was outstanding for principal and accrued interest on the Loans as shown on **Schedule B**.
3. The Borrower owns, among other properties, the real properties municipally known as 34 Rykert Street, St. Catharines, 43 Centre Street, St. Catharines and 75 Queenston Street, St. Catharines (collectively, the "**Properties**").
4. The Guarantor has signed the guarantee described on **Schedule C** (the "**Guarantee**") for the liabilities of the Borrower to the Bank.
5. The Borrower has provided to the Bank the security documents described on **Schedule D** (the "**Security**") to secure its liabilities and indebtedness to the Bank.

6. The Borrower has defaulted on the Loans and under the terms of the Security by failing to make required payments on the Loans, failing to pay the realty taxes for the Properties when due and further encumbering the Properties without the Bank's consent (the "**Defaults**").
7. The Borrower is making efforts to sell the Properties.
8. The Borrower and the Guarantor have requested that the Bank standstill from demanding payment of the Loans and exercising its rights and remedies under the Security and against them to allow the Borrower the opportunity to sell and/or refinance the Properties with another lender (the "**Sale/Refinancing**") and repay the Loans in an orderly fashion and the Bank has agreed to do so on the terms and conditions in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual terms herein set forth, the parties hereto agree as follows:

1.0 Acknowledgment of Amounts Outstanding on Loans and Liability to Pay

- 1.1 The Borrower acknowledges and confirms to the Bank as follows:
 - (a) as of March 13, 2024, the amount outstanding for principal and interest on the Loans was \$982,250.40 (the "**Outstanding Balance**") as shown on Schedule D; and
 - (b) the Outstanding Balance, plus accruing interest thereon, is unconditionally owing by the Borrower to the Bank without set off or counterclaim and the Borrower does not dispute its liability to pay the Outstanding Balance, together with accruing interest thereon.
- 1.2 The Guarantor acknowledges and confirms to the Bank as follows:
 - (a) the Guarantee is binding and enforceable in accordance with its written terms; and
 - (b) he does not dispute on any grounds whatsoever his liability under the Guarantee.

2.0 Release

2.1 The Borrower and the Guarantor acknowledge and agree that, as of the date hereof, they have no causes of action, disputes or claims for damages, set off or counterclaim (collectively, the “**Claims**”) against the Bank, its officers, directors, employees and agents on any basis whatsoever including, without limitation, any Claims related to or in any manner connected with the Loans, the administration of the Borrower’s accounts with the Bank or the Security and if there are any Claims, they are hereby forever released and discharged.

3.0 Confirmation of Security

3.1 The Borrower acknowledges and confirms that,

- (a) the Security has not been released, discharged, waived or varied, other than as expressly provided in this Agreement; and
- (b) it does not and, in the event of an Enforcement Action (as defined below) by the Bank, will not dispute that the Security is binding and enforceable in accordance with its written terms.

4.0 Accuracy of Recitals

4.1 The parties acknowledge and confirm that the recitals to this Agreement are true and accurate in all respects.

5.0 Standstill

5.1 Subject to and on the terms and conditions in this Agreement, the Bank agrees to standstill from any Enforcement Action from the Standstill Effective Time (as defined below) until 5:00 p.m. (EST) on June 15, 2024, subject to any extension which may be granted as set forth in section 6.4 below (such period, being hereafter referred to as the “**Standstill Period**”). **“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, the acceleration of all or any part of the Loans or other amounts owing, the taking possession or control of any property or undertaking, commencing, giving or making any demand for payment (including demanding payment of the Loans), any notice of intention

to enforce security 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 the Bank under the Security or otherwise at law or in equity, including without limitation, any bankruptcy proceedings.

6.0 Repayment of Loans

- 6.1 The Loans shall be repaid, in full, by the end of the Standstill Period.
- 6.2 During the Standstill Period, the Borrower shall not be required to make any scheduled payments on the Loans.
- 6.3 It is anticipated that the Loans will be repaid by the Sale/Refinancing. At all times during the Standstill Period, the Borrower will diligently pursue the Sale/Refinancing and shall keep the Bank updated on the status of the Sale/Refinancing, with a written report to be provided by the 15th day of each month. The Borrower shall advise the Bank upon receipt by it of all offers to purchase, commitment letters/term sheets and discussion papers as and when received from prospective lenders and/or purchasers and shall provide copies of same to the Bank unless prohibited from doing so pursuant to any confidentiality provisions contained therein.
- 6.4 Provided that a Standstill Termination Event (as defined below) has not occurred, if by 5:00 p.m. on June 15, 2024 the Borrower has been unable to fully repay the Loans but has obtained a financing commitment or entered into binding sale agreements for the Properties (or some of them) which, when completed, will enable the Borrower to repay the Loans, in full, the Standstill Period shall be extended for an additional 30 days to permit the Borrower to do so.
- 6.5 The Borrower and the Guarantor acknowledge and agree that nothing in this Agreement shall affect, or shall be interpreted as affecting, the Bank's right, in its sole discretion, to demand payment of the Loans after the Standstill Period is at an end. The Borrower and the Guarantor understand that if by the end of the Standstill Period (including any extension which may be granted under section 6.4 above) the Loans have not been fully repaid, the Bank's intention, in that event, is to demand payment of the Loans at that time.

7.0 Interest Rates on the Loans

7.1 Upon the execution of this Agreement, the interest rates on the Loans shall be increased to Prime Rate + 2% per year. “**Prime Rate**” is the floating rate of interest established from time to time by the Bank as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as “Prime Rate”.

8.0 No Additional Credit

8.1 The Borrower acknowledges that the Operating Loan (as defined on Schedule A) has been cancelled and is no longer available for use. The Borrower acknowledges and agrees that the Bank is not obligated to extend any additional credit to the Borrower, whether during or after the conclusion of the Standstill Period.

9.0 Reporting

9.1 Until the Loans are repaid, the Borrower and the Guarantor shall provide to the Bank all reporting required to be provided in connection with the Loans and such other reporting as the Bank may from time to time require.

10.0 Defaults

10.1 The Borrower acknowledges the Defaults and agrees that the Bank has not waived the Defaults or any and all rights that flow from or arise by virtue of same and nothing in this Agreement constitutes or shall be deemed or implied to be a waiver by the Bank of the Defaults or any and all rights which flow from same, provided that the Bank shall standstill from the taking of any Enforcement Action by reason on the Defaults as provided for in this Agreement.

11.0 No Transfer of Assets without Bank Consent

11.1 During the Standstill Period, the Borrower shall not without the prior written consent of the Bank sell, lease or dispose of any part of the collateral subject to the Security out of the ordinary course of business without the Bank's prior written consent.

12.0 Standstill Termination Events

12.1 The Standstill Period shall, at the Bank's option, terminate and be at an end upon the occurrence of a Standstill Termination Event. The following shall be Standstill Termination Events hereunder:

- (a) if the Borrower defaults in the performance of any obligation or covenant in this Agreement or any other agreement between it and the Bank, other than the continuation of any existing default(s) as at the date of this Agreement of which the Bank has knowledge;
- (b) there occurs an event of default under the Security, other than the continuation of any existing default(s) as at the date of this Agreement of which the Bank has knowledge;
- (c) the second mortgagees of the Properties fail or refuse to provide a discharge of their mortgage(s) to facilitate a sale by the Borrower of the Properties, or any of them; and
- (d) a material adverse change in the Borrower's assets, liabilities or condition (financial or otherwise) has occurred

12.2 Upon the conclusion of the Standstill Period (whether as a result of the occurrence of a Standstill Termination Event or otherwise), the Bank shall be under no obligation to continue to standstill from any Enforcement Action and shall be entitled, in its sole discretion, to accelerate and demand payment of the Loans and exercise its rights and remedies against the Borrower, the Guarantor and under the Security for repayment of the Loans, including any Enforcement Action, subject only to the Bank issuing such enforcement notices as may be required under the *Bankruptcy and Insolvency Act*, (the "**Enforcement Notice**") or as otherwise required by law.

12.3 The Borrower and the Guarantor agree that the intent of this Standstill Agreement is to allow the Borrower the opportunity to complete the Sale/Refinancing and repay the Loans in an orderly manner. The Borrower and the Guarantor agree that in the event that the Borrower is unable to do so, the Bank should not be delayed from proceeding with the enforcement of the Security beyond the expiration of the demand for payment and the notice period in the Enforcement Notice. In that event, the Borrower and Guarantor will co-operate with the Bank in the realization of the collateral subject to the Security.

12.4 In the event that the Bank does not demand payment of the Loans or take steps to exercise its rights and remedies against the Borrower and the Guarantor and under the Security for the repayment of the Loans immediately upon the conclusion of the Standstill Period (whether by the passage of time or the occurrence of a Standstill Termination Event), by continuing to standstill the Bank shall not be deemed to have (a) waived its right to demand payment of the Loans and exercise its rights and remedies against the Borrower, the Guarantor and under the Security or (b) waived any Standstill Termination Event which has occurred.

13.0 Environmental Compliance

13.1 The Borrower shall forthwith provide to the Bank any correspondence received by it from the Ministry of the Environment and Climate Change or any other regulatory authority in connection with environmental matters affecting or relating to the Properties, or any of them.

14.0 Effective Date

14.1 This Agreement shall become effective upon the receipt by the Bank of a counterpart of this Agreement, duly executed and delivered by the Borrower and the Guarantor by no later than March 20, 2024 (the "**Standstill Effective Time**").

15.0 Administration Fee

15.1 In consideration of the Bank's agreement to standstill on the terms and conditions provided for in this Agreement and in recognition of and to help offset the additional costs associated with the administration of the Loans and management of the Borrower's account as a result of the Defaults, the Borrower shall pay to the Bank a one-time administration fee in the amount of \$3,000 (the "**Fee**"). The Fee shall be fully earned upon the signing of this Agreement and shall be added to the Outstanding Balance and be payable upon the repayment of the Loans.

16.0 Independent Legal Advice

16.1 The Borrower and the Guarantor acknowledge that they have obtained, or had the opportunity to obtain, independent legal advice with respect to entering into this Agreement and have read this Agreement in its entirety, understand its contents and are

signing this Agreement freely and voluntarily, without duress or undue influence from any party.

17.0 Miscellaneous

- 17.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The Borrower and the Guarantor acknowledge and agree that except as herein expressly stated, no representation, statement, understanding, promise, warranty or collateral agreement, either oral or in writing, has been made or exists relating to this agreement or to induce the Borrower or the Guarantor to enter into this Agreement.
- 17.2 No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties to this Agreement.
- 17.3 The Borrower and Guarantor agree that they will from time to time upon every reasonable request of the Bank do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, documents and assurances whatsoever for the better effecting of the provisions of this Agreement in accordance with its true intent.
- 17.4 This Agreement shall be binding upon the parties and each of their respective successors and assigns.
- 17.5 Time will, in all respects, be of the essence in this Agreement, and no extension of time or variation of any term of this Agreement will operate as a waiver of this provision.
- 17.6 Save and except as amended hereby, all terms and conditions of the Loans Documents, Security and Loans remain in full force and effect.
- 17.7 The Borrower and the Guarantor agree that the Bank shall have no obligation to discharge the Security, or any part thereof, until all liabilities and obligations secured thereby have been indefeasibly paid and satisfied in full.
- 17.8 All references in this Agreement to dollars or to “\$” are references to Canadian currency unless otherwise specifically indicated.
- 17.9 The Borrower agrees to pay all reasonable legal, consultant, appraisal and other professional fees and disbursements (collectively, “**Professional Fees**”) incurred and to be incurred by the Bank with respect to the Loans and the Borrower’s account, including

the legal costs incurred and to be incurred by the Bank in the preparation of this Agreement. The Professional Fees shall be secured by the Security until paid.

17.10 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy of this Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

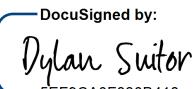
[Signature page follows]

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

BANK OF MONTREAL

Per: 
Name: Eugene Chow
Title: Senior Account Manager
I have authority to bind the Bank

HAPPY TOWN HOUSING INC.

Per: 
Name: Thomas Dylan Sujor
Title: President
I have authority to bind the Company

THOMAS DYLAN SUJOR, in his personal capacity

SCHEDULE A

(Loans)

1. operating loan number 0490-1995-189 (the “**Operating Loan**”)
2. Non-revolving loan number 3712-1669-001 (“**Demand Loan No. 1**”)
3. Non-revolving loan number 3712-1669-002 (“**Demand Loan No. 2**”)
4. Non-revolving loan number 3712-1669-003 (“**Demand Loan No. 3**”)
5. Non-revolving loan number 3712-1669-004 (“**Demand Loan No. 4**”)

SCHEDULE B

(Outstanding balances on the Loans as of March 13, 2024)

Operating Loan

• Principal	\$	29,420.83
• Interest	\$	130.51

Demand Loan No. 1

• Principal	\$	303,035.85
• Interest	\$	5,267.49

Demand Loan No. 2

• Principal	\$	342,300.01
• Interest	\$	5,949.96

Demand Loan No. 3

• Principal	\$	32,831.61
• Interest	\$	335.58

Demand Loan No. 4

• Principal	\$	258,458.50
• Interest	\$	4,493.06

SCHEDULE C

(Guarantee)

1. Guarantee dated August 29, 201 in the principal amount of \$2,260,000

SCHEDULE D

(Security)

1. General Security Agreement dated August 29, 2019
2. Charge/ mortgage registered in the Niagara North land registry office (LRO 30) on September 6, 2019 as instrument NR520563 for the property municipally known as 34 Rykert Street, St. Catharines (PIN 46177-0033)
3. Charge/ mortgage registered in the Niagara North land registry office (LRO 30) on September 6, 2019 as instrument NR520562 for the property municipally known as 43 Centre Street, St. Catharines (PIN 46220-0112)
4. Charge/ mortgage registered in the Niagara North land registry office (LRO 30) on September 6, 2019 as instrument NR520561 for the property municipally known as 75 Queenston Street, St. Catharines (PIN 46264-0040)

EXHIBIT G

STANDBY EXTENSION AGREEMENT

THIS AGREEMENT made as of June 15, 2024.

AMONG:

BANK OF MONTREAL, a Canadian chartered bank
having an office at 100 King Street West, 19th Floor,
Toronto, Ontario

(hereinafter called the "**Bank**")

OF THE FIRST PART

- AND -

HAPPY TOWN HOUSING INC., an Ontario corporation
having its registered head office in the City of Hamilton,
Ontario

(hereinafter called the "**Borrower**")

OF THE SECOND PART

- AND -

THOMAS DYLAN SUITOR, the principal of the Borrower

(hereinafter called the "**Guarantor**")

OF THE THIRD PART

RECITALS

1. The parties have previously entered into a Standstill Agreement made as of March 14, 2024 (the "**Standstill Agreement**").
2. Capitalized terms in this Agreement have the same meaning as in the Standstill Agreement.
3. The Standstill Period expires at 5:00 p.m. on June 15, 2024.
4. The Borrower and the Guarantor have requested, and the Bank has agreed, to extend the Standstill Period as provided for in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual terms herein set forth, the parties hereto agree as follows:

1. Subject to the terms hereof, the Standstill Period is hereby extended to 5:00 p.m. on August 15, 2024 (the "**Standstill Extension Date**"). For clarity, the 30-day extension provided for in section 6.4 of the Standstill Agreement shall no longer apply.
2. The Borrower shall provide to the Bank weekly updates on the status of the Sale/Refinancing.
3. Save and except as amended hereby, all terms and conditions in the Standstill Agreement remain in full force and effect.
4. The Borrower and the Guarantor acknowledge and confirms to the Bank as follows:
 - (a) as of June 12, 2024, the Outstanding Balance on the Loans is \$1,007,188.62 as shown on Schedule A;
 - (b) the Outstanding Balance is unconditionally owing to the Bank without set off or counterclaim; and
 - (c) they do not dispute on any grounds whatsoever their liability to pay the Outstanding Balance, and in the event of an Enforcement Action by the Bank, they will not dispute their liability to pay the Outstanding Balance, plus accruing interest thereon.
5. In consideration of the extension of the Standstill Period, the Borrowers shall pay to the Bank a one-time extension fee in the amount of \$2,000 (the "**Extension Fee**"). The Extension Fee is in addition to the Fee, shall be fully earned on the signing of this Agreement by the Borrower and shall be added to the Outstanding Balance and be payable upon the repayment of the Loans.
6. This Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.
7. Time will, in all respects, be of the essence in this Agreement and no extension of time or variation of any term of this Agreement will operate as a waiver of this provision.
8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in PDF format of an executed copy

of this Agreement shall be deemed to and constitute due and sufficient delivery of such counterpart.

[Signature page follows]

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

BANK OF MONTREAL

Per: *Eugene Chow*
Eugene Chow, Senior Account Manager
I have authority to bind the Bank

HAPPY TOWN HOUSING INC.

Per: *Dylan Suitor*
Name: Thomas Dylan Suitor
Title: President
I have authority to bind the Company

DocuSigned by:
Dylan Suitor
5EF9CA0F830B416...

THOMAS DYLAN SUITOR, in his personal capacity

SCHEDULE A

(Outstanding balances on the Loans as of June 12, 2024)

Operating Loan

• Principal	\$	NIL
• Interest	\$	0.06

Demand Loan No. 1

• Principal	\$	303,035.85
• Interest	\$	12,110.63

Demand Loan No. 2

• Principal	\$	342,300.01
• Interest	\$	13,679.77

Demand Loan No. 3

• Principal	\$	32,831.61
• Interest	\$	1,076.99

Demand Loan No. 4

• Principal	\$	258,485.50
• Interest	\$	10,330.17

Demand Loan No. 5

• Principal	\$	32,953.40
• Interest	\$	384.63

EXHIBIT H



Court File No. CV-24-00717669-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

AND IN THE MATTER OF THE RECEIVERSHIP OF THE
LION'S SHARE GROUP INC. AND THE WINDROSE GROUP INC.

ORDER (HAPPY TOWN HOUSING PROPERTIES)

THIS MOTION made by The Fuller Landau Group Inc. (“**Fuller**”), in its capacity as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings, and properties (collectively, the “**Property**”) of The Lion’s Share Group Inc. and The Windrose Group Inc. for an Order, among other things, i) ordering that certain Promissory Notes (defined below), listed on the Schedule A attached hereto, constitute good and valid charges upon the real property associated with such Promissory Notes (the “**Associated Properties**”); and ii) the applicable land registry office register this Order on title of the Associated Properties, was heard this day by Zoom videoconference.

ON READING the motion record of the Receiver and on hearing the submissions of counsel for the Receiver and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Katie Parent, sworn June 24, 2024 and the Affidavit of Service of Jennifer Stam sworn June 24, 2024:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the motion record of the Receiver is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

LAND TITLE REGISTRATIONS

2. **THIS COURT ORDERS** With respect to each row of the table attached hereto as Schedule A, the Promissory Note identified in Column A of the Table constitutes a good and valid charge upon the real property legally described in Column B in favour of creditor party name in the principal amount set out in Column C.
3. **THIS COURT ORDERS** that this Order may be registered against title to the Associated Properties listed in Schedule A hereto, provided that this Order may be deleted from title to any Property upon application to the Land Registrar by the Receiver.

MISCELLANEOUS

4. **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.
5. **THIS COURT ORDERS** that the Receiver and its counsel, may serve or distribute this Order and any related materials, by forwarding true copies thereof by email or regular mail to the Noteholders, creditors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and the notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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Osburn, J.

Schedule “A”

COLUMN A	Promissory Notes Creating Charges	Municipal Address of Real Property generally referenced in Promissory Note	Legal Description and PIN of specific or general Real Property as disclosed by title search	COLUMN B	COLUMN C	
Land Titles Office No.	Promissory Note in Promissory Note	Municipal Address of Real Property specifically referenced in Promissory Note	Principal Amount of Charge as set out in Promissory Note	Registered Owner as disclosed by title search		
109	30 (Niagara North)	Promissory Note Loan Agreement dated March 11, 2021, renewed by Promissory Note Renewal dated August 21, 2023, renewed by Promissory Note Renewal dated September 7, 2023, renewed by Promissory Note Renewal dated September 7, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	34 Rykert St, St. Catharines, ON	PIN 46177-0033 (LT): LT 1830 CP PL 2 GRANTHAM CITY OF ST. CATHARINES	\$ 88,750.69 Happy Town Housing Inc.
109	30 (Niagara North)	Promissory Note Loan Agreement dated March 11, 2021, renewed by Promissory Note Renewal dated August 21, 2023, renewed by Promissory Note Renewal dated September 7, 2023, renewed by Promissory Note Renewal dated September 7, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	75 Queenston St, St. Catharines, ON	PIN 46264-0040 (LT): LT 3667 CP PL 2 GRANTHAM CITY OF ST. CATHARINES	\$ 88,750.69 Happy Town Housing Inc.
109	30 (Niagara North)	Promissory Note Loan Agreement dated March 11, 2021, renewed by Promissory Note Renewal dated August 21, 2023, renewed by Promissory Note Renewal dated September 7, 2023, renewed by Promissory Note Renewal dated September 7, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	43 Centre St, St. Catharines, ON	PIN 46220-0112 (LT): PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES	\$ 88,750.69 Happy Town Housing Inc.
110	30 (Niagara North)	Promissory Note Loan Agreement dated March 23, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	34 Rykert St, St. Catharines, ON	PIN 46177-0033 (LT): LT 1830 CP PL 2 GRANTHAM CITY OF ST. CATHARINES	\$ 161,605.32 Happy Town Housing Inc.
110	30 (Niagara North)	Promissory Note Loan Agreement dated March 23, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	75 Queenston St, St. Catharines, ON	PIN 46264-0040 (LT): LT 3667 CP PL 2 GRANTHAM CITY OF ST. CATHARINES	\$ 161,605.32 Happy Town Housing Inc.
110	30 (Niagara North)	Promissory Note Loan Agreement dated March 23, 2023 given by Happy Town Housing Inc., as borrower, and Dylan Suttor as guarantor	n/a	43 Centre St, St. Catharines, ON	PIN 46220-0112 (LT): PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES	\$ 161,605.32 Happy Town Housing Inc.

IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED
AND IN THE MATTER OF THE RECEIVERSHIP OF THE LION'S SHARE GROUP INC.
AND THE WINDROSE GROUP INC.

Court File No. CV-24-00717669-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

ORDER
(HAPPY TOWN HOUSING PROPERTIES)

NORTON ROSE FULLBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto ON M5K 1E7

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

James Renihan LSO#: 57553U
Tel: 416.216.1944
james.renihan@nortonrosefulbright.com

Lawyers for the Receiver

EXHIBIT I

September 19, 2024

Registered Mail and Email
(dylan@elevationrealty.ca)

Tony Van Klink
Direct Line: +1 519.931.3509
tvanklink@millerthomson.com

File No. 0082754.0981

Happy Town Housing Inc.
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

Attention: Thomas Dylan Sutor

Dear Sir:

Re: Loans with Bank of Montreal (“BMO”)

We are the lawyers for BMO.

We refer to the loans (the “**Loans**”) made by BMO to Happy Town Housing Inc. (the “**Company**”) as listed on Schedule A to this letter. We are advised by BMO that as of September 18, 2024, there was an outstanding balance on the Loans of \$600,547.69, the breakdown of which is on Schedule B to this letter.

The Loans are repayable on demand.

On behalf of BMO, we hereby demand immediate payment from the Company of the outstanding balance on the Loans in the amount of \$600,547.69, plus accruing interest thereon and all accrued and accruing costs.

Enclosed is a notice under section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,



Tony Van Klink
TVK/jf

Enclosure
c. Eugene Chow

SCHEDULE A

(Loans)

1. Non-revolving demand loan number 3712-1669-002 ("Loan 002")
2. Non-revolving demand loan number 3712-1669-004 ("Loan 004")



79754215.1

SCHEDULE B

(Outstanding balance as of September 18, 2024)

Loan 002

- Principal \$ 339,398.67
- Interest \$ 2,226.50

Loan 004

- Principal \$ 257,227.70
- Interest \$ 1,694.82



**NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1) OF THE BANKRUPTCY AND INSOLVENCY ACT)**

TO: Happy Town Housing Inc.,
an Insolvent Person

TAKE NOTICE THAT:

1. **Bank of Montreal**, a secured creditor, intends to enforce its security on the property of the insolvent person, being:
 - (a) all present and future personal property, whether tangible or intangible and including, without limitation, all inventory, equipment, machinery, fixtures, accounts receivable, monies, choses in action, documents of title, securities and any and all proceeds derived from any dealing therewith;
 - (b) the real property located at 43 Centre Street, St. Catharines, Ontario and legally described as PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES (PIN 46220-0112), Land Registry Office #30 (the "**Centre Street Property**"); and
 - (c) the real property located at 34 Rykert Street, St. Catharines, Ontario and legally described as LT 1830 CP PL 2 GRANTHAM; CITY OF ST. CATHARINES (PIN 46177-0033), Land Registry Office #30 (the "**Rykert Street Property**").
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated August 29, 2019;
 - (b) Charge registered in the Niagara North land registry office on September 6, 2019 as instrument number NR520562 in respect of the Centre Street Property; and
 - (c) Charge registered in the Niagara North land registry office on September 6, 2019 as instrument number NR520563 in respect of the Rykert Street Property.
3. The total amount of indebtedness secured by the security is \$600,547.69 on account of principal and interest as of September 18, 2024, together with accruing interest and costs.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 19th day of September, 2024.

BANK OF MONTREAL

By its Solicitors

Miller Thomson LLP

2010 – 255 Queens Avenue

London, ON N6A 5R8

Per:

Tony Van Klink

EXHIBIT J

NOTICE OF SALE UNDER MORTGAGE

TO: See Schedule A

TAKE NOTICE that default has been made in payment of the moneys due under a certain Mortgage dated the 6th day of September, 2019 made between:

Happy Town Housing Inc.

as Mortgagor,

- and -

Bank of Montreal

as Mortgagee,

upon the following property, namely:

the lands and premises legally described as PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES (PIN 46220-0112(LT)) and municipally known as 43 Centre Street, St. Catharines, Ontario;

which Mortgage was registered on the 6th day of September, 2019 in the Niagara North Land Registry Office (#30) as No. NR520562.

AND I HEREBY give you notice that the amount due on the mortgage as of September 18, 2024 for principal money, interest and costs, respectively, are as follows:

Principal and interest	\$341,625.17
For legal costs	\$3,500.00
TOTAL	<u>\$345,125.17</u>

(such amount for legal costs being up to the sending of this Notice only. Such further costs and disbursements will be charged as may be proper), together with further interest from September 19, 2024 at the mortgagee's prime rate plus 5% per annum, compounded monthly.

AND unless the said sums are paid on or before the 6th day of November, 2024, Bank of Montreal shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 1st day of October, 2024.

BANK OF MONTREAL

by their solicitors and authorized agents
 Miller Thomson LLP
 Barristers and Solicitors
 2010 – 255 Queens Avenue
 London, ON N6A 5N6
 (519) 931-3509

Per:

 Tony Van Klink



SCHEDULE A

TO: Happy Town Housing Inc.
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

Happy Town Housing Inc.
245 Wyecroft Road, Suite 4
Oakville, ON L6K 3Y6

Email: dylan@elevationrealty.ca

AND TO: Thomas Dylan Sutor
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

AND TO: 1000027984 Ontario Limited
1930 Seacliff Drive
Kingsville, ON N9Y 2N1

AND TO: Cheryl Johnston-Klemens
53 Road 12
Leamington, ON N8H 3V7

AND TO: J&Y Bulk Enterprises Inc.
P.O. Box 33
Dunnville, ON N1A 2X1

AND TO: Elevation Realty Network Inc.
4-245 Wyecroft Road
Oakville, ON L6K 3Y6

AND TO: The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4
Attention: Gary Abrahamson

AND TO: 2762147 Ontario Inc.
1421 McNab Rd.
Niagara-on-the-Lake, ON L0S 1J0

INTENTIONALLY LEFT BLANK

NOTICE OF SALE UNDER MORTGAGE

TO: See Schedule A

TAKE NOTICE that default has been made in payment of the moneys due under a certain Mortgage dated the 6th day of September, 2019 made between:

Happy Town Housing Inc.

as Mortgagor,

- and -

Bank of Montreal

as Mortgagee,

upon the following property, namely:

the lands and premises legally described as LT 1830 CP PL 2 GRANTHAM; CITY OF ST. CATHARINES (PIN 46177-0033(LT)) and municipally known as 34 Rykert Street, St. Catharines, Ontario;

which Mortgage was registered on the 6th day of September, 2019 in the Niagara North Land Registry Office (#30) as No. NR520563.

AND I HEREBY give you notice that the amount due on the mortgage as of September 18, 2024 for principal money, interest and costs, respectively, are as follows:

Principal and interest	\$258,922.52
For legal costs	\$3,500.00
TOTAL	<u>\$262,422.52</u>

(such amount for legal costs being up to the sending of this Notice only. Such further costs and disbursements will be charged as may be proper), together with further interest from September 19, 2024 at the mortgagee's prime rate plus 5% per annum, compounded monthly.

AND unless the said sums are paid on or before the 6th day of November, 2024, Bank of Montreal shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 1st day of October, 2024.

BANK OF MONTREAL

by their solicitors and authorized agents
 Miller Thomson LLP
 Barristers and Solicitors
 2010 – 255 Queens Avenue
 London, ON N6A 5N6
 (519) 931-3509

Per:

Tony Van Klink



SCHEDULE A

TO: Happy Town Housing Inc.
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

Happy Town Housing Inc.
245 Wyecroft Road, Suite 4
Oakville, ON L6K 3Y6

Email: dylan@elevationrealty.ca

AND TO: Thomas Dylan Sutor
1 King Street West, 10th Fl.
Hamilton, ON L8P 1A4

AND TO: 1000027984 Ontario Limited
1930 Seacliff Drive
Kingsville, ON N9Y 2N1

AND TO: Cheryl Johnston-Klemens
53 Road 12
Leamington, ON N8H 3V7

AND TO: J&Y Bulk Enterprises Inc.
P.O. Box 33
Dunnville, ON N1A 2X1

AND TO: Elevation Realty Network Inc.
4-245 Wyecroft Road
Oakville, ON L6K 3Y6

AND TO: The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4
Attention: Gary Abrahamson

AND TO: 2762147 Ontario Inc.
1421 McNab Rd.
Niagara-on-the-Lake, ON L0S 1J0

EXHIBIT K



Court File No. BK-24-00208718-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
(BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY
OF THOMAS DYLAN SUITOR, an individual
with a locality of Burlington, Ontario

APPLICATION FOR BANKRUPTCY ORDER

The applicant (the “**Applicant**”), The Fuller Landau Group Inc., in its capacity as receiver (the “**Receiver**”) of the property, assets and undertaking of The Lion’s Share Group Inc. (“**Lion’s Share**”), hereby makes an application to the Court that Thomas Dylan Suitor (the “**Debtor**”) be adjudged Bankrupt and that a Bankruptcy Order be made in respect of the property of the Debtor, of the City of Burlington, in the Province of Ontario, lately carrying on business in the Province of Ontario, and say:

1. THAT the said Debtor has at some time during the six months next preceding the filing of this Application resided and/or conducted business in the City of Burlington, Province of Ontario.
2. THAT the said Debtor is justly and truly indebted to Lion’s Share for, among other things, the following amounts:
 - (a) \$1,267,948.83; and
 - (b) \$1,403,393.17.
3. THAT interest and costs continue to accrue on the above amounts.

4. THAT pursuant to an Order of the Court made on April 3, 2024 in Court File No. CV-24-00717669-00CL (the “**Receivership Order**”), Fuller was appointed as Receiver over all of the property, assets and undertaking of Lion’s Share;
5. THAT the Receiver has the power and authority to bring this application pursuant to, among other things, paragraph 3(e) and (i) of the Receivership Order;
6. THAT Lion’s Share does not, nor does any person on its behalf, hold any security on the said Debtor’s property, or on any part thereof, for the payment of the said sum;
7. THAT the Debtor has, within the six months next preceding the date of the filing of this Application, committed the following acts of bankruptcy, namely:
 - (a) he has ceased to meet his liabilities generally as they become due, including without limitation, the indebtedness owing by the Debtor to Lion’s Share and to other creditors;
 - (b) he has made a fraudulent gift, delivery or transfer of the Debtor’s property to related parties, including by granting mortgages to National Bank of Canada over two residential properties owned by him and dissipating the proceeds of such mortgages; and
 - (c) he, through holding companies, has purported to create a charge on certain properties indirectly held by him, including by registering mortgages on such properties by other holding companies, which charges would, under the *Bankruptcy and Insolvency Act* (Canada) be void as a fraudulent preference or would be further fraudulent transfers, gifts or deliveries of the Debtor’s property.

8. THAT TDB Restructuring Limited of the City of Toronto in the Province of Ontario, is a person qualified to act as trustee of the property of the Debtor (the “**Trustee**”), has agreed to act as such and is acceptable to the undermentioned creditors:

<u>CREDITOR</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Lion's Share	c/o Fuller Landau 151 Bloor Street West 12 th Floor Toronto, Ontario M5S1S4	(a) \$1,267,948.83; and (b) \$1,403,393.17 Plus interest and expenses
Nicole Kelly	c/o Aird & Berlis LLP 181 Bay Street, Suite 1800 Toronto, Ontario M5J2T9	\$75,000.00, plus interest and expenses

DATED at Toronto, Ontario this 30th day of August, 2024

SIGNED by the Applicant

In the presence of:

Lauren Archibald

(Signature of Witness)

Lauren Archibald
87151U

Gary Abrahamson

THE FULLER LANDAU GROUP INC.
solely in its capacity as receiver of the
property, assets and undertaking of THE
LION'S SHARE GROUP INC. and not
in its personal capacity

ISSUED at Toronto, in the Province of Ontario this 30th., day of August, 2024

Debbie L Stubbs

Digitally signed by Debbie L Stubbs
Date: 2024.08.30 16:15:13 -04'00'

REGISTRAR IN BANKRUPTCY

PER Jove Ponniah, Registrar in Bankruptcy
OFFICER OF THE BANKRUPTCY COURT IN ONTARIO

Court File No. BK-24-00208718-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY
OF THOMAS DYLAN SUITOR, an individual
with a locality of Burlington, Ontario

AFFIDAVIT OF VERIFICATION OF STATEMENTS IN APPLICATION

I, Gary Abrahamson, of the City of Toronto, in the Province of Ontario, applicant named in the application hereunto annexed, **MAKE OATH AND SAY:**

1. That I am the president of The Fuller Landau Group Inc. (“**Fuller**”), the court appointed receiver (the “**Receiver**”) of the property, assets and undertakings of The Lion’s Share Group Inc. (“**Lion’s Share**”). As such, I have knowledge of the facts hereinafter deposed to.
2. Fuller was appointed Receiver pursuant to an Order of the Court made on April 3, 2024 in Court File No. CV-24-00717669-00CL.
3. Pursuant to, among other things, paragraphs 3(e) and (i) of the Receivership Order, the Receiver has the power and authority to bring this application.
4. That Thomas Dylan Suitor is justly and truly indebted to Lion’s Share for, among other things, the following amounts:
 - (a) \$1,267,948.83; and
 - (b) \$1,403,393.17.

5. THAT interest and costs continue to accrue on the above amounts.
6. This debt arises from promissory notes signed and guaranteed by Thomas Dylan Sutor in favor of Lion's Share on behalf of a number of companies indebted to Lion's Share, including: 10 Norfolk St. Inc., 388 Downie St. Inc., Commercial Urkel Inc., Happy Town Housing Inc., and Up-town Funk Inc.
7. That the facts all alleged in the said Application are, within my own knowledge, true.

SWORN before me at the City of
Toronto, in the Province of Ontario,
this 30th day of August, 2024

Lauren Archibald

A Commissioner of Oaths

Lauren Archibald
87151U

Gary Abrahamson

GARY ABRAHAMSON

TO: Thomas Dylan Sutor
775 King Road, Burlington, ON, L7T3K7

TAKE NOTICE that an Application for a Bankruptcy Order has been made in respect of your property and will be heard before the presiding Judge, at 330 University Avenue, in the City of Toronto, Ontario on _____, the _____ day of _____, 2024 at the hour of _____ o'clock a.m., or so soon thereafter as the Application can be heard.

AND FURTHER TAKE NOTICE that if notice of cause against the Application is not filed in Court and a copy thereof served on the solicitor for the Applicant creditor at least two (2) days before the hearing and if you do not appear at the hearing, the Court may make a Bankruptcy Order on such proof of the statements in the application as the Court shall think sufficient.

DATED at Toronto, in the Province of Ontario this 30th. day of August, 2024.

Court No. BK-24-00208718-OT31

**ONTARIO
SUPERIOR COURT OF JUSTCE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY
OF THOMAS DYLAN SUITOR, an individual with
the locality of Burlington, Ontario**

**APPLICATION FOR
BANKRUPTCY ORDER**

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario
M5K 1E7 CANADA

Jennifer Stam LSO#:46735J

Tel: 416.202.6707

Jennifer.stam@nortonrosefulbright.com

James Renihan LSO#: 57553U

Tel: 416.216.1944

james.renihan@nortonrosefulbright.com

Lawyers for The Fuller Landau Group Inc., receiver
the property, assets and undertaking of The Lion's
Share Group Inc.

EXHIBIT L

THE HONOURABLE JUSTICE OSBORNE

OCTOBER 7, 2024



**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY
OF THOMAS DYLAN SUITOR, an individual
with a locality of Burlington, Ontario

ORDER

(Appointing Interim Receiver)

THIS MOTION made by the applicant, The Fuller Landau Group Inc., in its capacity as receiver of the property, assets and undertaking of The Lion's Share Group Inc., (the "**Applicant**") for an Order pursuant to section 46 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing TDB Restructuring Limited ("**TDB**") as interim receiver (in such capacity, the "**Interim Receiver**") without security, of all of the property, assets and undertaking of Thomas Dylan Sutor (the "**Debtor**"), was heard orally on October 3, 2024, in Toronto, Ontario.

ON READING the Notice of Motion of the Applicant dated August 31, 2024; the Fourth Report of the Applicant dated August 31, 2024; the Supplement to the Fourth Report of the Applicant dated September 30, 2024; the consent of TDB to act as Interim Receiver dated August 30, 2024; and the affidavit of verification of Gary Abrahamson sworn August 30, 2024;

AND UPON hearing the submissions of counsel for the Interim Receiver, counsel for the Applicant, counsel for the Debtor, and such other counsel who were present, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn September 19, 2024 and the affidavits of service of Lauren Archibald sworn September 19, 2024 and October 1, 2024.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this matter is properly heard today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 46 of the BIA, TDB is hereby appointed Interim Receiver, without security, of all of the property, assets and undertaking of the Debtor, including, without limitation, the real property described in Schedule “A” hereto (the “**Property**”).

INTERIM RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to monitor the Debtor’s bank accounts and the accounts of Related Entities (as defined below) and approve all disbursements from the Debtor’s bank accounts and the accounts of Related Entities;
- (b) to take any steps that the Interim Receiver may deem necessary or desirable to prevent any disbursement, withdrawal, transfer, sale, encumbrance of personal or real property of the Debtor or corporations or other entities associated with, related to or controlled by the Debtor (the “**Related Entities**”), including the Related Entities listed on Schedule “C” hereto;
- (c) to engage independent security personnel to preserve and protect the Property;
- (d) to take any steps the Interim Receiver may deem necessary or desirable to preserve and protect the personal property and real property legally or beneficially owned by the Debtor or the Related Entities pending further order of the Court including, but not limited to, changing locks, security codes and passwords and the taking of physical inventories, and the control of access to the Debtor’s or the Related Entities’ Records (as defined below) and premises;

- (e) to engage consultants, appraisers, agents, 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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim 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 Interim Receiver deems advisable;
- (g) to undertake any investigations deemed appropriate by the Interim Receiver with respect to the business and affairs of the Debtor;
- (h) to apply to this Court for such further relief, advice and directions as the Interim Receiver may determine as necessary or desirable;
- (i) to register a copy of this Order and any other Orders in respect of the Property against title to the Property or against title to the assets of the Related Entities;
- (j) to conduct examinations of any person, if deemed necessary in the Interim Receiver's discretion; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtor or the Related Entities,

and in each case the Interim Receiver shall be exclusively authorized and empowered to do so, to the exclusion of the Debtor, and without interference from any other person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. **THIS COURT ORDERS** that: (i) the Debtor; (ii) all of his current and former employees, agents, accountants, legal counsel and all other persons acting on his instructions or behalf; (iii) all service providers, and all other persons acting on his instructions or behalf; (iv) all Related Entities and their respective current and former directors, officers, employees, agents, accountants, legal counsel, and equity holders; and (v) 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 Interim Receiver of the existence of any Property in such Person’s possession or control, and shall grant immediate and continued access to the Property to the Interim Receiver.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of the Debtor or the Related Entities, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer, cloud or other system and providing the Interim Receiver with any and all access codes, account names, account numbers, account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or any Related Entities or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor, the Related Entities or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Related Entities, the Interim Receiver, or affecting the Property, including, without limitation, licences and permits, are hereby stayed and suspended except with the written consent of the Interim 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 Interim Receiver or the Debtor, to carry on any business which the Debtor, is not lawfully entitled to carry on; (ii) exempt the Interim 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 INTERIM RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor or a Related Entity, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or any of the Related Entities, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, construction management services, project management services, permit and planning management services, accounting services, centralized banking services, payroll services, insurance, employee benefits, transportation services, utility or other services to the Debtor or the Related Entities, 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 Interim Receiver (including, where a notice of termination may have been given with an effective date after the date of this Order), and that the Interim Receiver shall be entitled to the continued use of the Debtor's or the Related Entities' 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 Interim 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 Interim Receiver, or as may be ordered by this Court.

EMPLOYEES

12. **THIS COURT ORDERS** that all employees of the Debtor or the Related Entities shall remain the employees of the Debtor or the Related Entities. The Interim 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 Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA, or under the *Wage Earner Protection Program Act* (the “**WEPPA**”).

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property or the Related Entities 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 Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property or any property of the Related Entities within the meaning of any Environmental Legislation, unless it is actually in Possession.

LIMITATION ON THE INTERIM RECEIVER’S LIABILITY

14. **THIS COURT ORDERS** that the Interim 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 WEPPA. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER’S ACCOUNTS

15. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the “**Interim 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 Interim 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.

16. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

17. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim 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 Interim 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 INTERIM RECEIVERSHIP

18. **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a credit facility, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount that is acceptable to the Applicant and 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 Interim 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 “**Interim Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest, fees and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that neither the Interim Receiver’s Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

20. **THIS COURT ORDERS** that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Interim Receiver’s Certificate**”), as modified to reflect the terms of the credit facility between the Interim Receiver and the Applicant referred to in paragraph 18, for any amount borrowed by it pursuant to this Order.

21. **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim 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 Interim Receiver’s Certificates.

SERVICE AND NOTICE

22. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://tdbadvisory.ca/insolvency-case/d-suitor>.

23. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim 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 any creditors of the Debtor 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.

24. **THIS COURT ORDERS** that the Applicant, the Interim Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

GENERAL

25. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a receiver, trustee in bankruptcy or monitor of the Debtor.

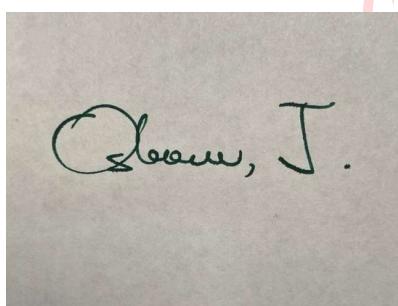
27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

28. **THIS COURT ORDERS** that the Interim 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 Interim 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.

29. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, 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 Interim Receiver from the estates of the Debtor, with such priority and at such time as this Court may determine.

30. **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 Interim 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.

31. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof without any need for entry and/or filing.

A handwritten signature in black ink, appearing to read "Osborne, J.", is placed over a grey rectangular background.

Digitally signed
by Osborne J.
Date:
2024.10.07
14:11:30 -04'00'

SCHEDULE "A"
DESCRIPTION OF REAL PROPERTY

No.	Municipal Address	PIN	Registered Owner
1.	775 King Road, Burlington, Ontario, L7T 3K6	PIN 07096-0052 (LT)	Thomas Dylan Suior
2.	2298 Fassel Avenue, Burlington, Ontario, L7R 3P3	PIN 07077-0108 (LT)	Thomas Dylan Suior

SCHEDULE “B”
INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO._____

AMOUNT \$_____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the interim receiver (the “**Interim Receiver**”) of the property, assets and undertaking of Thomas Dylan Sujor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ____ day of August, 2024 (the “**Order**”) made in an action having Court file number BK-24-00208718-OT31, has received as such Interim Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____, which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily][monthly not in advance on the ____ day of each month]** after the date hereof at a notional rate per annum equal to the rate of percent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim 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 Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Interim 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 _____, 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as Interim Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "C"
RELATED ENTITIES

No.	Entity Name
1.	10 Norfolk St. Inc.
2.	1083 Main Street Inc.
3.	2657677 Ontario Inc.
4.	2710654 Ontario Inc.
5.	388 Downie St. Inc.
6.	642 Hamilton Road Inc.
7.	Commercial Urkel Inc.
8.	Conduit Asset Management Inc.
9.	Dylan Sutor Professional Real Estate Holding Corporation
10.	Elev8 Inc.
11.	Elevation Reality Network Inc.
12.	Happy Town Housing Inc.
13.	Old Thing Back Inc.
14.	Prospect Real Estate Inc.
15.	Upgrade Housing Inc.
16.	Up-town Funk Inc.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

PROCEEDING COMMENCED AT
TORONTO

INTERIM RECEIVER ORDER

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto ON M5K 1E7

Jennifer Stam LSO#: 46735J
Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com

Lawyers for the Receiver

EXHIBIT M

From: Jeffrey Berger <jberger@tdbadvisory.ca>
Sent: Monday, April 14, 2025 11:26 AM
To: Van Klink, Tony
Cc: 'CHOW, EUGENE'; 'TORRELLI, Gianna (TORONTO)'; Bryan Tannenbaum; 'Fred Tayar'
Subject: [**EXT**] RE: Happy Town Housing (BMO) and 1391 Ontario Street (BDC) [MTDMS-Legal.FID12658569]

Tony,

We are writing to confirm that the Interim Receiver consents to the lifting of the stay for the purpose of BMO and BDC proceeding with the enforcement of their security.

As discussed on our last call, and as our counsel has brought to your attention previously, Mr. Suitor has asked the Interim Receiver to convey that he intends to fully support the sale of these properties, and he is willing to co-operate in any way necessary in the hopes that enforcement costs can be minimized. **Incurring unnecessary enforcement costs will ultimately be to the detriment of the creditors (including your clients)**, given the anticipated realizations from these assets.

If Mr. Suitor is willing to comply and list the properties immediately, the Interim Receiver could oversee the sale process pursuant to the terms of the existing Order and work with the secured lenders throughout the process to ensure transparency. Alternatively, should the secured lenders wish to proceed with enforcement we believe that it would be most efficient and cost-effective for your clients to appoint the Interim Receiver as agent or receiver to sell the subject properties directly.

Mr. Suitor has advised that he is agreeable to having the properties listed for sale immediately upon receiving the consent of the secured lenders to proceed in this manner, should they be agreeable.

We would welcome an opportunity to discuss the foregoing options with you and your clients prior to any additional enforcement actions being taken.

Thank you,



TDB Restructuring Limited
Licensed Insolvency Trustee

Jeffrey Berger, CPA, CA, CIRP, LIT
Managing Director

jberger@tdbadvisory.ca

647-726-0496

416-915-6228

11 King St. West, Suite 700
Toronto, ON M5H 4C7

tdbadvisory.ca

Integrity. Leadership. Excellence.

From: Van Klink, Tony <tvanklink@millerthomson.com>
Sent: April 11, 2025 4:32 PM
To: Jeffrey Berger <jberger@tdbadvisory.ca>; 'Fred Tayar' <fred@fredtayar.com>
Cc: 'CHOW, EUGENE' <EUGENE.CHOW@bmo.com>; 'TORRELLI, Gianna (TORONTO)' <gianna.torrelli@bdc.ca>
Subject: Happy Town Housing (BMO) and 1391 Ontario Street (BDC) [MTDMS-Legal.FID12658569]

External sender

Fred, Jeffrey,

I am following up on our Teams videocall on Tuesday afternoon during which we discussed the IR providing its consent to BMO and BDC proceeding with the enforcement of their security. I understood from the call that the IR did not take any issue with same and would be providing its consent. As of this afternoon the consent has not yet been received.

Please confirm by reply email that the IR consents.

If something has changed since our call that the IR is no longer prepared to consent, I trust that you will let me know.

If I do not receive a reply to this email by 12 noon on Monday, April 14, I will assume that the IR is no longer prepared to consent and both BMO and BDC will proceed with bringing a lift stay motion.

TONY VAN KLINK

Partner

Miller Thomson LLP
One London Place
255 Queens Avenue, Suite 2010
London, Ontario | N6A 5R8
T +1 519.931.3509
C +1 519.636.7425
tvanklink@millerthomson.com

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EXHIBIT N

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE BANKRUPTCY
OF THOMAS DYLAN SUITOR, an individual
with a locality of Burlington, Ontario

BANKRUPTCY ORDER

UPON the application of The Fuller Landau Group Inc. (the “**Applicant**”), in its capacity as receiver of the property, assets, and undertaking of The Lion’s Share Group Inc. (“**Lion’s Share**”), a creditor, issued on the 30th day of August, 2024;

AND UPON reading the Applicant’s Application Record dated November 22, 2024; the Applicant’s Supplementary Application Record dated February 14, 2025; Dylan Sutor’s (the “**Debtor**”) Responding Motion Record dated September 26, 2024; the Debtor’s Supplementary Responding Motion Record dated October 2, 2024; the Debtor’s Responding Application Record dated January 14, 2025; the Debtor’s Notice of Dispute dated February 3, 2025; the Supplementary Affidavit of Dylan Sutor affirmed February 3, 2025, the Transcript Brief dated February 14, 2025; the Debtor’s Supplementary Responding Application Record dated February 21, 2025; the Applicant’s Factum dated February 14, 2025; the Debtor’s Responding Factum dated February 19, 2024; the Applicant’s Compendium dated February 24, 2025; the Debtor’s Oral Hearing Compendium dated February 24, 2025; and hearing submissions of counsel for the Applicant, the Debtor, the Secured Lender Representative, the Unsecured Lender Representative, and the National Bank of Canada;

AND it appearing to the Court that the following acts of bankruptcy have been committed by the debtor (the “**Debtor**”), Thomas Dylan Sutor:

(a) has ceased meeting his liabilities generally as they become due, including,

without limitation, the indebtedness owing by the Debtor to Lion's Share;

1. **IT IS ORDERED** that the Debtor, of the City of Burlington, in the Province of Ontario, be and is hereby adjudged bankrupt and a Bankruptcy Order is hereby made against the Debtor on this date.
2. **IT IS FURTHER ORDERED** that TDB Restructuring Limited, of the City of Toronto, in the Province of Ontario, is hereby appointed as trustee of the estate of the bankrupt Debtor.
3. **IT IS FURTHER ORDERED** that the trustee give security in cash or by bond or suretyship without delay, in accordance with subsection 16(1) of the *Bankruptcy and Insolvency Act*.
4. **IT IS FURTHER ORDERED** that the costs of the Applicant be paid out of the estate of the bankrupt on taxation of the estate.

Jana
Steele



Digitally signed
by Jana Steele
Date: 2025.03.26
17:24:47 -04'00'

IN THE MATTER OF THE BANKRUPTCY OF THOMAS DYLAN SUITOR, AN INDIVIDUAL
WITH A LOCALITY OF BURLINGTON, ONTARIO

Court File No. BK-24-00208718-OT31

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BANKRUPTCY ORDER

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto ON M5K 1E7

Jennifer Stam LSO#: 46735J

Tel: 416.202.6707
jennifer.stam@nortonrosefulbright.com

James Renihan LSO#: 57553U

Tel: 416.216.1944
james.renihan@mortonrosefulbright.com

Lawyers for the Receiver

CITATION: Suitor v. Fuller Landau Group, 2025 ONSC 1686
COURT FILE NO.: BK-24-208718-000T
DATE: 20250325

ONTARIO

SUPERIOR COURT OF JUSTICE [Commercial List]

B E T W E E N:

**IN THE MATTER OF THE BANKRUPTCY OF
THOMAS DYLAN SUITOR
AN INDIVIDUAL WITH A LOCALITY OF BURLINGTON, ONTARIO**

BEFORE: Justice Jana Steele

HEARD: February 25, 2025

COUNSEL: *James Renihan, Jennifer Stam & Lauren Archibald*, for The Fuller Landau Group Inc., in its capacity as Receiver of The Lion's Share Group Inc.

Tanya Pagliaroli & Vinayak Mishra, for Dylan Suitor

George Benchetrit, Secured Lender Representative Counsel

Mario Forte, Unsecured Lender Representative Counsel

Patrick Corney, for the National Bank of Canada

JUSTICE JANA STEELE

[1] The applicant, The Fuller Landau Group Inc. (the "LS Receiver"), in its capacity as receiver of the property of The Lion's Share Group Inc. ("Lion's Share"), asks the court to adjudge Thomas Dylan Suitor as Bankrupt and make a Bankruptcy Order in respect of Mr. Suitor's property pursuant to s. 43 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA").

[2] The application is opposed by the respondent debtor, Mr. Suitor. Mr. Suitor disputes that the applicant has satisfied the test for a bankruptcy order and asks that the application be dismissed.

[3] In the alternative, Mr. Suitor seeks a stay of the bankruptcy proceedings until his personal liability is determined in civil court.

[4] For the reasons set out below, the application is granted.

Background

[5] On April 3, 2024, the Court appointed The Fuller Landau Group Inc. as receiver of the property of Lion's Share.

[6] Lion's Share's operations consisted principally of the issuance of promissory notes to persons to generate funds to be advanced as loans by way of promissory notes to other individuals and companies.

[7] Claire Drage owns Lion's Share.

[8] Ms. Drage is also CEO of The Windrose Group Inc. ("Windrose").

[9] On April 8, 2024, Ms. Drage filed an assignment in bankruptcy.

[10] Mr. Sutor is one of the four principals of a significant Lion's Share borrower group consisting of Balboa Inc., DSPLN Inc., Happy Gilmore Inc., Interlude Inc., Multiville Inc., The Pink Flamingo Inc., Hometown Housing Inc., The Mulligan Inc., Horses In The Back Inc., Neat Nests Inc., and Joint Captain Real Estate Inc. (collectively, the "Balboa Borrowers"). Mr. Sutor has certain guarantee obligations in respect of the Balboa Borrowers. The Balboa Borrowers commenced CCAA proceedings on or about January 23, 2024.

[11] In addition to the guarantee obligations in respect of the Balboa Borrowers, Mr. Sutor signed promissory notes in his personal capacity in favour of Lion's Share on behalf of certain companies indebted to Lion's Share, including: 10 Norfolk St. Inc. ("Norfolk"), 388 Downie St. Inc. ("Downie"), Commercial Urkel Inc. ("Commercial Urkel"), Happy Town Housing Inc. ("Happy Town"), and Up-town Funk Inc. ("Up-town Funk") (collectively the "Non-Balboa Borrowers"). Mr. Sutor is the sole shareholder of each of these companies (other than Commercial Urkel, of which Mr. Sutor is a 50% shareholder). Each company owns one real property asset, except Happy Town, which owns two.

[12] By letter dated June 18, 2024 to Norfolk, Downie, Commercial Urkel, Happy Town, Up-town Funk, Mr. Sutor, and Aruba Butt, the LS Receiver made demand for payment under the promissory notes. The demand letter stated:

[...]

The Promissory Notes require the Borrowers to repay the funds advanced by the Lender by certain dates (the "Maturity Dates"). Dylan Sutor (the "Guarantor") is a signatory to each note as a guarantor of the Borrower's obligations. In addition, Aruba Butt (the "38 Duncan Guarantor", and together with the Guarantor, the "Guarantors") is a signatory to the 38 Duncan Note (as defined in Schedule A to this letter) as a guarantor of Commercial Urkel Inc.'s obligations under the 38 Duncan Note.

Pursuant to each of the Promissory Notes, the Guarantor, on an unlimited basis, guaranteed the obligations of each Borrower to the Lender, including payment of all amounts owing under each Promissory Note. Pursuant to the 38 Duncan Note, the 38 Duncan Guarantor, on an unlimited basis, guaranteed the obligations of Commercial Urkel Inc. to the Lender, including payment of all amounts owing under the 38 Duncan Note. The Maturity Dates for all of the Promissory Notes have now passed and there is unpaid interest on all of the Promissory Notes, but neither the Borrowers nor the Guarantors have paid the amounts owing, as applicable. Please be advised that as further set out below, the Borrowers and the Guarantors are in default of their obligations under each of their respective Promissory Notes, including monetary defaults.

[...]

On behalf of the Lender, and without in any way prejudicing the Lender from demanding any other amount properly owing to it or taking such other steps and making such further demands as the Receiver may see fit, the Receiver hereby makes formal demand for payment of the following amounts from each Borrower, the Guarantor, and in the case of the amounts owing by Commercial Urkel Inc., the 38 Duncan Guarantor:

1. 10 Norfolk St. Inc.: \$281,342.35;
2. 388 Downie St. Inc.: \$130,981.21;
3. Commercial Urkel Inc.: \$273,398.32;
4. Happy Town Housing Inc.: \$318,426.20; and
5. Up-town Funk Inc.: \$263,801.75;

[...]

[13] On August 16, 2024, the LS Receiver issued a second demand letter to Downie and Mr. Suitor demanding repayment of an amount of \$1,403,393.17 from Downie and Mr. Suitor (as guarantor) further to an additional promissory note.

[14] On August 30, 2024, the LS Receiver filed an application for a bankruptcy order in respect of Mr. Suitor.

[15] On October 7, 2024, TDB Restructuring Limited was appointed as the interim receiver of all Mr. Suitor's property, assets and undertakings.

Analysis

[16] The applicant asks the Court to adjudge Mr. Suitor as bankrupt and make a bankruptcy order. Under s. 43 of the *Bankruptcy and Insolvency Act* (the “BIA”):

(1) Subject to this section, one or more creditors may file in court an application for a bankruptcy order against a debtor if it is alleged in the application that

(a) The debt or debts owing to the applicant creditor or creditors amount to one thousand dollars; and

(b) The debtor has committed an act of bankruptcy within the six months preceding the filing of the application.

[...]

(6) At the hearing of the application, the court shall require proof of the facts alleged in the application and of the service of the application, and, if satisfied with the proof, may make a bankruptcy order.

(7) If the court is not satisfied with the proof of the facts alleged in the application or of the service of the application, or is satisfied by the debtor that the debtor is able to pay their debts, or that for other sufficient cause no order ought to be made, it shall dismiss the application.

[...]

(9) If the debtor appears at the hearing of the application and denies the truth of the facts alleged in the application, the court may, instead of dismissing the application, stay all proceedings on the application on any terms that it may see fit to impose on the applicant as to costs or on the debtor to prevent alienation of the debtor’s property and for any period of time that may be required for trial of the issue relating to the disputed facts

[17] The applicant must establish that Mr. Suitor owes it a debt of at least \$1,000, and that Mr. Suitor has committed an act of bankruptcy within six months preceding the date of the application. For the purposes of s. 43(1)(b), the act of bankruptcy relied upon by the applicant is s. 42(1)(j) of the BIA: “if he ceases to meet his liabilities generally as they become due.”

[18] The burden of proof in a bankruptcy application is the civil standard: *1719108 Ontario Inc. c.o.b. as Zoren Industries*, 2024 ONSC 909, at para. 40.

Does Mr. Suitor have debts owing to the applicant creditor of at least \$1,000?

[19] The applicant claims Mr. Suitor owes \$2,671,342 to Lion's Share under certain promissory notes with the Non-Balboa Borrowers.

[20] The application is founded based on Mr. Suitor's debts to the applicant. I am satisfied that Mr. Suitor has debts to the applicant of at least \$1,000.

[21] The applicant says that Mr. Suitor's debt arises due to certain Promissory Notes he signed as a personal guarantor regarding loans to the Non-Balboa Borrowers. The issue of whether Mr. Suitor has debts owing to the applicant of at least \$1,000 comes down to whether he is liable under the promissory notes he signed as guarantor in respect of the Non-Balboa Borrowers.

[22] The parties agree that the form of promissory note that was used for the liability in issue in this proceeding is substantially similar to the form of promissory note at tab 7 of the applicant's oral compendium. At tab 7 of the applicant's oral compendium is a sample promissory note (the "Norfolk Promissory Note"). Mr. Suitor signed eight promissory notes of the same form (different company, debt amount, date, etc.) (each a "Promissory Note").

[23] Despite having signed the Promissory Notes, Mr. Suitor denies that he is personally liable under these Promissory Notes.

[24] Mr. Suitor does not dispute that there is more than \$1,000 owing by the companies under the Promissory Notes.

[25] Mr. Suitor submits that the applicant has not proven a debt of \$1,000. I disagree.

[26] As noted in *Beach (Re)*, 2022 ONSC 6474, at para. 25, citing *Diewold v. Diewold* (1940), [1941] S.C.R. 35, “[a] debt is a sum payable in respect of a liquidated demand, recoverable by action.” The Court states further, at para. 26, citing *Relectra Limited, Re* (1979), 30 C.B.R. (N.S.) 141, that “[s]o long as it is proved that the debtor is indebted to the applicant creditor for at least \$1,000, it is unnecessary for the court to determine the exact amount owing to the applicant creditor.”

[27] The issue of whether Mr. Suitor is personally liable under these promissory notes is a matter of contractual interpretation.

[28] A guarantee is contractual promise: *Patrick Street Holdings Limited v. 11368 NL Inc.*, 2024 NLCA 11, at para. 540. As noted in *Xiang v. Atlas Healthcare (Brampton) Ltd.*, 2021 ONSC 1225, at para. 43, “the extent of a guarantor’s liability under a guarantee is a matter of contractual interpretation with respect to the construction of the guarantee at issue.”

[29] The principles of contractual interpretation were recently summarized by the Court of Appeal in *Royal Bank of Canada v. Peace Bridge Duty Free Inc.*, 2025 ONCA 54, at para. 25:

- a. Determine the intention of the parties in accordance with the language they have used in the written document, based upon the “cardinal presumption” that they have intended what they have said;
- b. Read the text of the written agreement as a whole, giving the words used their ordinary and grammatical meaning, in a manner that gives meaning to all of its terms and avoids an interpretation that would render one or more of its terms ineffective;
- c. Read the contract in the context of the surrounding circumstances known to the parties at the time of the formation of the contract. The surrounding circumstances, or factual matrix, include facts that were known or reasonably capable of being known by the parties when they entered into the written agreement, such as facts concerning the genesis of the agreement, its purpose, and the commercial context in which the agreement was made. However, the factual matrix cannot include evidence about the subjective intention of the parties; and
- d. Read the text in a fashion that accords with sound commercial principles and good business sense, avoiding a commercially absurd result, objectively assessed.

[30] The applicant submits that the plain language of the promissory notes illustrates an objective intention to make Mr. Suitor liable as a guarantor of the amounts due under the notes. I agree.

[31] In each Promissory Note, Mr. Suitor is described as both a “Borrower” and a “Guarantor”. At the top of the Promissory Note the “Borrowers” are set out as follows:

Borrowers: 10 Norfolk St. Inc. [or another company owned by Mr. Suitor, or in the case of Commercial Urkel, by Mr. Suitor and Ms. Butt] (the “Borrowers”) with personal guarantor(s) Dylan Suitor (the “Borrowers”)

[32] Mr. Suitor is defined as a “Borrower”.

[33] The term “Guarantor” (capitalized), although used twice in the Promissory Note, is not a defined term. Guarantor (capitalized) appears on the signing lines and in section 8 of the Promissory Notes.

[34] Mr. Suitor also signed the Promissory Notes twice. Once for the company Borrower, and once in his personal capacity, which signing line is set out as follows:

Dylan Suitor (Borrowers/Guarantors)

[35] The term Borrower(s) is used throughout the Promissory Note to set out the payment and other obligations of the Borrowers. Among other things, in the Norfolk Promissory Note the Borrowers promise to pay the Lenders the principal sum of \$200,000. The term Guarantors¹ is used only at the bottom of the Promissory Notes, and in section 8,² which provides:

All costs, expenses and expenditures including, and without limitation, legal costs, fees and disbursements on a **substantial indemnity basis**, incurred by the Lenders in enforcing this Note as a result of any default by the Borrowers, will be added to the principle then outstanding and will immediately be paid by the Borrowers. In the case of the Borrowers default and the acceleration of the amount due to the Lenders all amounts outstanding under this Note will bear interest at the rate of 3% higher than the Initial Interest Rate charged per annum from the date of demand until paid. This Note is secured by the Lenders [sic] right to register this Note on title on **all or any properties held by the Borrowers and Guarantors as security** (the ‘Security’), if not paid in full by 6:00 pm on April 13, 2024. This includes, but is not limited to, the property located at [...].

[36] Section 8 of the Promissory Notes permits registration on title to any properties held by the Borrowers and Guarantors as security. As noted by the applicants, the ability to register the note on title to Mr. Suitor’s personal properties supports their position that he has a payment obligation.

[37] Mr. Suitor argues that he was only a guarantor (and not personally liable) and that the Promissory Notes are void of any terms regarding the guarantee. Mr. Suitor points to *Times Square v. Shimizu*, 2001 BCCA 448, as an example of a case where the majority of the court refused to enforce a guarantee because there was no provision with substantive content defining the guarantee obligation. He submits the Promissory Notes similarly do not define the guarantee obligation. I disagree. In *Times Square* the guarantor was separately defined as the guarantor and there were no obligations on the guarantor. As noted above, in the instant case Mr. Suitor is also defined as a borrower.

[38] Mr. Suitor also points to *Waterloo-Oxford Co-Operative Inc. v. Hamm*, 2005 CanLII 2953 (Ont. Sup. Ct.). For similar reasons, *Waterloo-Oxford* is not applicable to the instant case. In *Waterloo-Oxford* the court was faced with a very broad guarantee that could be interpreted in either of two ways: one party said that it was a guarantee of all debts incurred as of the date of the guarantee; the other party said that it was a guarantee for any debts ever incurred or to be incurred at any time before, during or after the date of the letter. The court refused to enforce the letter guarantee because it lacked enough precision to be enforced.

¹ The term “guarantor” issued in the definition of “Borrowers” as set out above.

² There was a prior form of promissory note that was used to evidence loans with Lion’s Share. Section 8 is different in those prior promissory notes.

[39] Mr. Suitor submits that the guarantee provisions in the Promissory Notes are completely lacking. However, this again ignores the fact that Mr. Suitor is also defined as a borrower under the Promissory Notes.

[40] Mr. Suitor states that he cannot have the same obligations as the corporate borrower under the Promissory Notes. He argues that principal debtors and guarantors are distinct at law.

[41] The applicant submits that there is no law that suggests that a guarantor cannot have the same obligations as the principal debtor. This is, there is no reason why a lender and borrower and guarantor cannot sign an agreement where the guarantor is liable for all obligations of the borrower. I agree. This comes down to contractual interpretation and what was agreed among the parties. Mr. Suitor is the sole shareholder of these companies (other than Commercial Urkel), and he contractually agreed to be the personal guarantor in respect of all terms of the Promissory Notes.

[42] Mr. Suitor also relies on *Chand Morningside Plaza Inc. v. Healthy Lifestyle Medical Group Inc.*, 2024 ONSC 7285, which does not apply to the instant case. As noted by Koehnen J. in para. 81, the guarantors in *Chand* were accommodation sureties, the parents of the borrower. They had provided a guarantee “with the expectation of little or no remuneration for the purpose of accommodating others.”³ That is not the case here. Mr. Suitor guaranteed the loans to companies of which he holds, directly or indirectly, 100% of the shares (other than Commercial Urkel, of which he holds 50% of the shares).

[43] The Promissory Notes are each just over two pages long. They have drafting issues. Among other things, the term “Guarantor” is not defined. Mr. Suitor is defined with the corporate entity as the Borrowers. However, reading the document as a whole, and taking into consideration the fact that Mr. Suitor knew that he was a personal guarantor (as discussed further below), the commercially reasonable interpretation is that Mr. Suitor is the guarantor of the loan to the company in which he held all (or 50%) of the shares. The plain language of the document defines Mr. Suitor as Borrower and gives him the same obligations as the corporate borrower. Accordingly, in his capacity as guarantor Mr. Suitor agreed to the same terms as the borrower company. That is the contract that was reached among the parties.

[44] Mr. Suitor also argues that there was no *consensus ad idem*. As noted by the Court of Appeal in *UBS Securities Canada v. Sands Brothers Canada, Ltd.*, 2009 ONCA 328, 95 O.R. (3d) 93, at para. 47, in order for a contract to exist, there must be a meeting of minds, or *consensus ad idem*.

[45] Mr. Suitor says that he was not aware of his personal liability under the Promissory Notes. This is not credible given the record before me. Included in Ms. Drage’s evidence is a link to a webinar, which I viewed. Ms. Drage stated in her affidavit that she and Mr. Suitor jointly participated in the webinar with some of the lenders to Mr. Suitor and his companies. During the

³ *Citadel Assurance v. Johns-Manville Canada Inc.*, [1983] 1 S.C.R. 513, at 521.

webinar Ms. Drage explained to all participants that “Dylan has provided a personal guarantee, not just of the property and the corporation that property’s in, but his entire portfolio and assets.” Mr. Suitor, who was also on screen at the webinar, including when Ms. Drage made the statement regarding Mr. Suitor’s personal guarantee, did not disagree or say anything in response.

[46] Mr. Suitor’s position, as set out at para. 93 of his factum, is that:

- a. Mr. Suitor was not asked to provide financial net worth information to Drage or lenders.
- b. None of the Windrose/Drage materials, communications, and/or advertisements include any reference to personal liability related to the LS-Investor Notes or the Promissory Notes. In fact, the Promissory Notes were consistently described as high risk and requiring a general securities agreement to create security.
- c. The term “guarantee” was used inconsistently and ambiguously in the LS-Investor Notes. In early LS-Investor Notes, the right to register the LS-Investor Note on title to the corporate borrower’s property was explained as “the personal guarantee”, when it did not relate to Suitor. In other LS-Investor Notes, both Suitor and his corporation were described as “Borrowers/Guarantors”.
- d. The sole Windrose presentation to lenders for Promissory Note opportunities related to Suitor in evidence interchangeably states that Suitor and his corporation provided a “personal guarantee”; the security described in the presentation is exclusively in relation to the lender’s right to register the note on the corporate borrower’s property. The presentation also referenced that Drage was underwriting the Promissory Note, which created further ambiguity on who (if anyone) was personally liable.

[47] In my view, none of the above submissions take away from the fact that the parties signed the Promissory Notes setting out the terms of the agreement and monies were advanced further to such Promissory Notes. The fact that Mr. Suitor was not asked to provide financial net worth information does not impair the meaning of the contract. The marketing materials and presentations are not part of the contract and were general materials/presentations provided to potential lenders by Windrose/Drage. Finally, the prior promissory notes are just that — prior notes. The form of promissory note used by Lion’s Share changed at some point. The ones in issue in this application are the revised form, several of which were signed by Mr. Suitor.

[48] As set out by the Court of Appeal in *UBS Securities Canada*, at para. 86, the test for consensus ad idem is an objective one. I agree with the applicant that because there is a written agreement and money was advanced further to the written agreement, there was consensus ad idem. In respect of each Promissory Note, there was a signed contract and action taken under the contract – of course there was of meeting of the minds.

Are there multiple creditors or special circumstances?

[49] Mr. Suitor submits that the applicants have not established that there are other creditors or special circumstances.

[50] As noted by the Court in *In the Matter of the Bankruptcies of Jasvir Johal Sulakhan Johal*, 2024 ONSC 7386 (“*Johal*”), at para. 43, citing *Levesque (Re)*, 2016 ONCA 393, 36 C.B.R. (6th) 217, at para. 7, “the provisions of the *BIA* are intended to be utilized for the benefit of the creditors of a debtor as a class, not for the enforcement of an individual debt.”

[51] Only where special circumstances exist will the court grant bankruptcy in a single creditor case: *Johal*, at para. 44. The categories of special circumstances were set out in *Valente v. Courrey* (2004), 70 O.R. (3d) 31, at para. 8:

- a. Where repeated demands for payment have been made within the six-month period;
- b. Where the debt is significantly large and there is fraud or suspicious circumstances in the way the debtor has handled its assets which require that the processes of the *BIA* be set in motion; and
- c. Prior to the filing of the petition, the debtor has admitted its inability to pay creditors generally without identifying the creditors.

[52] In *Johal*, Osborne J. referred to the expansion of the categories of special circumstances in *Sergio Grillone (Re)*, 2023 ONSC 5710. Osborne J. notes at para. 50:

In that case, Kimmel J. observed that, in the particular circumstances of that matter, an order under s. 43(1) of the *BIA* was necessary to achieve an orderly distribution of the estate of the bankrupt to creditors, and to create a single forum in which the multiplicity of claims involving the debtor could be determined while ensuring that no creditor obtains an unfair advantage over the others in the interim. In that case, the Court found that such was a special circumstance that supported the granting of a bankruptcy order.

[53] In *Johal* Osborne J. determined that there were no special circumstances justifying the bankruptcy application. The bankruptcy applications were stayed, and the creditor was directed to pursue its claims in CCAA proceedings that were ongoing in respect of the companies owned by the debtors. At para. 51, Osborne J. noted that he was applying the same rationale expressed by Kimmel J. in *Grillone*, namely creating a single forum for the many claims.

[54] Mr. Suitor argues that the applicants have not established that he has other debts, nor are there special circumstances that would warrant a bankruptcy order with a single creditor.

[55] The LS Receiver argues that there are other debts, pointing to (i) the Statement of Claim by Nicole Kelly against Upgrade Housing Inc. and Mr. Suitor, and the Statement of Defence filed (the “Kelly Claim”), (ii) the demand letter to Mr. Suitor, Aruba Butt, and Commercial Urkel from counsel to Dennis and Jessica Domenichini (the “Domenichini Claim”); and (iii) the Balboa creditors under the CCAA proceedings.

[56] The Kelly Claim is a claim for payment of \$75,000 (plus interest) in accordance with a promissory note. The Domenichini Claim is for \$630,642.38 (plus further interest) in respect of a mortgage that has matured and remains in default since November 12, 2023. There is evidence on the record that there are other creditors. Mr. Suitor has not provided anything to refute that there are other creditors, other than to assert that the applicant’s evidence is insufficient.

[57] Mr. Suitor states that the applicant has not led “sound and convincing evidence” of these debts as required. He points to *Barkhouse (Re)*, 2018 NSSC 101 and *Levesque (Re)*, 2016 ONCA 393, 36 C.B.R. (6th) 217, at para. 6. *Barkhouse* deals with proof of the debts owing to the applicant, not other third-party creditors. *Levesque*, at para. 6, in considering the issue of whether the debtor had ceased to meet his liabilities generally as they become due, stated:

The application judge correctly set out the nature of bankruptcy proceedings and the standard of proof, at para. 4 of her reasons:

It is well established that proceedings under the *BIA* are quasi-criminal in nature. The act(s) of bankruptcy and all allegations set out in the application must be proven on sufficient evidence: *Re Holmes* (1975), 9 O.R. (2d) 240 (S.C.); *Re Valente* (2004), 70 O.R. (3d) 31 (C.A.).

[58] At para. 4 of *Levesque* the Court of Appeal set out the essential elements that the petitioning creditor must establish to obtain a bankruptcy order, which do not include debts of other creditors. In fact, s. 43(1) of the *BIA* contemplates that “one or more creditors” may file an application for a bankruptcy.

[59] Based on the record before me, I am satisfied that Mr. Suitor has other creditors. In any event, I agree with the LS Receiver that the special circumstances noted in *Grillone* apply here. Mr. Suitor’s plan is to sell the properties that he holds through the various companies. As discussed above, there are numerous creditors potentially involved with this estate. A bankruptcy trustee will be able to deal with Mr. Suitor’s assets. Similar to *Grillone*, an order under s. 43(1) of the *BIA* will allow for the orderly distribution of Mr. Suitor’s assets to his creditors and will create a single forum in which the multiple claims involving Mr. Suitor can be determined.

Has Mr. Suitor ceased to meet his liabilities generally as they become due?

[60] The second part of the test that the applicants must satisfy is that Mr. Suitor must have committed an act of bankruptcy. As noted above, the applicants rely on s. 42(1)(j) of the *BIA*: “if he ceases to meet his liabilities generally as they become due.”

[61] The LS Receiver made demand on the non-Balboa promissory notes within six months of the commencement of the application. Payment on the notes has not been made.

[62] Mr. Suitor points to his illiquid assets that he holds personally or directly or indirectly through one of the Non-Balboa Borrowers.

[63] As the Quebec Superior Court clarified in *Immeubles Zenda Ltée/Zenda Realties Ltd. et A. Schuster Holdings Inc.*, 2020 QCCS 3450, at paras. 15-16, the lack of liquidity does not assist a creditor who is unable to pay his or her debts as they become due:

[15] The Debtors argue that the bankruptcy applications should be dismissed because the value of their assets – essentially their investments in commercial properties – is greater than the amount of their debts. However, this is an irrelevant consideration. The issue is not whether the Debtors have sufficient assets to pay their debts, but whether they have ceased to meet their liabilities generally as they become due.

[16] Zenda and Levy do not deny that they have ceased meeting their liabilities generally as they become due. They do not deny that they are presently unable to pay their creditors. Their argument is that they need time to liquidate their real estate holdings in order to pay their creditors.

[64] Mr. Suitor's case is similar to that in *Immeubles Zenda*. The fact that he has illiquid real estate assets through the companies he holds directly or indirectly does not assist in meeting the test of whether he has ceased to meet his liabilities generally as they become due. It is not a question of whether Mr. Suitor potentially could pay if he sold off his illiquid assets; it is whether he has failed to meet his liabilities as they become due.

[65] I am satisfied that Mr. Suitor has committed an act of bankruptcy.

Should the Court exercise its discretion under s. 43(1) of the BIA?

[66] The Court can exercise discretion under s. 43(7) of the BIA to not grant the bankruptcy order if Mr. Suitor proves that he can pay his debts:

(7) If the court is not satisfied with the proof of the facts alleged in the application or of the service of the application, or is satisfied by the debtor that the debtor is able to pay their debts, or that for other sufficient cause no order ought to be made, it shall dismiss the application.

[67] Mr. Suitor has not proven that he can pay his debts.

[68] In *Medcap Real Estate Holdings Inc. (Re)*, 2022 ONCA 318, 468 D.L.R. (4th) 253, the court stated, at para. 9, that the power in s. 43(7) of the BIA is discretionary.

[69] Collier J., of the Quebec Superior Court in *Immeubles Zenda*, at para. 31, citing *Goulakos (Syndic de)*, 2016 QCCS 84, stated:

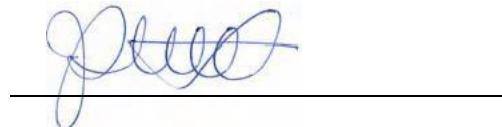
The Court's discretion to stay a bankruptcy application under ss 43(7) and 43(11) *BIA* "should not be exercised lightly, but on the basis of sound judicial reasoning, credible evidence, according to common sense and in a manner which does not cause an injustice."

[70] In Mr. Suitor's supplementary affidavit, he provides estimated values of the various properties he owns directly (or through the companies) and details of the mortgages on the properties. He sets out a chart where he estimates that he would have approximately \$1.48 million remaining after paying the secured lenders, the debt claimed by the applicants as set out in their demand letters, and commission on the real property sales.

[71] While there are appraisals from within the last year for certain of the properties, in some cases the appraisals date back to 2022 or 2023. Of greater concern, however, is the lack of other financial information regarding the companies. Because the bulk of the real properties are owned by companies which Mr. Suitor either directly or indirectly owns, the Court would need the full financial picture of these companies to understand the value of Mr. Suitor's shares in the companies. Other than the specific property information, Mr. Suitor has not disclosed the other assets and liabilities of the companies. With regard to the properties Mr. Suitor owns personally, even assuming the March and April 2024 valuations continue to represent the value of the properties, after payment of the mortgages on the properties, there would not be sufficient net proceeds to satisfy the applicant's debt.

[72] Accordingly, I am not satisfied that the court should exercise its discretion under s. 43(7) of the *BIA*.

J. Steele J.



Released: March 25, 2025

CITATION: Suitor v. Fuller Landau Group, 2025 ONSC 1686
COURT FILE NO.: BK-24-208718-00OT
DATE: 20250325

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

**IN THE MATTER OF THE BANKRUPTCY OF
THOMAS DYLAN SUITOR
AN INDIVIDUAL WITH A LOCALITY OF
BURLINGTON, ONTARIO**

REASONS FOR DECISION

Justice Steele

Released: March 25, 2025

EXHIBIT O

CERTIFICATE OF THE TREASURER

176



Certificate No. **16532**
Date of Certificate **April 30, 2025**

50 Church St PO Box 3012
St. Catharines On L2R7C2
Email: taxes@stcatharines.ca
Telephone: (905) 688-5600
Fax: (905) 688-4077

ISSUED TO **Rebecca Armstrong**
rarmstrong@millerthomson.com

REFERENCE **0082754.0981**
ROLL NUMBER **2629.040.004.05700.0000**
ASSESSED OWNER
HAPPY TOWN HOUSING INC

PROPERTY DESCRIPTION

**43 CENTRE ST ST CATHARINES
CP 2 PT LOT 170 RP 30R10352 PART 1**

**PENALTY/INTEREST OF 1.250 %
HAS BEEN CALCULATED AS OF THE DATE THIS CERTIFICATE IS ISSUED**
Unapproved transactions on account, contact the Tax Department for more information.

TAX ARREARS
Statement showing arrears of taxes on the above lands.

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST	ARREARS OUTSTANDING
2024	3,381.34	5,809.56	776.41	6,585.97
2023	3,293.85	2,655.08	727.00	3,382.08
2022+	29,898.98	0.00	0.00	0.00

STATEMENT OF CURRENT TAXES

CURRENT LEVY		INSTALMENT DUE DATES AND AMOUNTS				CURRENT OUTSTANDING	
INTERIM	1,690.67	2025/02/28	845.67	2025/04/30	845.00	TAX	3,709.50
FINAL	2,018.83	2025/06/30	1,009.83	2025/09/29	1,009.00	OTHER CHARGES	2,186.37
SUPP/ADJ	0.00					PENALTY	74.53
TOTAL	3,709.50					TOTAL CURRENT	5,970.40

TOTAL OUTSTANDING **15,938.45**

I hereby certify that the above statement shows all arrears of taxes against the above lands.

For The City Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE

CODE	DESCRIPTION	AMOUNT	EXPIRY

CERTIFICATE OF THE TREASURER

177



Certificate No. 16533
Date of Certificate April 30, 2025

50 Church St PO Box 3012
St. Catharines On L2R7C2
Email: taxes@stcatharines.ca
Telephone: (905) 688-5600
Fax: (905) 688-4077

ISSUED TO
Rebecca Armstrong
rarmstrong@millerthomson.com

REFERENCE 0082754.0981
ROLL NUMBER 2629.020.026.13200.0000
ASSESSED OWNER
HAPPY TOWN HOUSING INC

PROPERTY DESCRIPTION

34 RYKERT ST ST CATHARINES
CP 2 LOT 1830

PENALTY/INTEREST OF 1.250 %
HAS BEEN CALCULATED AS OF THE DATE THIS CERTIFICATE IS ISSUED
Unapproved transactions on account, contact the Tax Department for more information.

TAX ARREARS

Statement showing arrears of taxes on the above lands.

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST	ARREARS OUTSTANDING
2024	2,069.19	26,032.71	4,263.91	30,296.62
2023	2,015.63	6,216.53	1,498.93	7,715.46
2022+	19,909.13	0.00	0.00	0.00

STATEMENT OF CURRENT TAXES

CURRENT LEVY		INSTALMENT DUE DATES AND AMOUNTS				CURRENT OUTSTANDING	
INTERIM	1,034.59	2025/02/28	517.59	2025/04/30	517.00	TAX	2,183.11
FINAL	1,148.52	2025/06/30	574.52	2025/09/29	574.00	OTHER CHARGES	990.09
SUPP/ADJ	0.00					PENALTY	25.44
TOTAL	2,183.11					TOTAL CURRENT	3,198.64

TOTAL OUTSTANDING 41,210.72

I hereby certify that the above statement shows all arrears of taxes against the above lands.

For The City Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE

CODE	DESCRIPTION	AMOUNT	EXPIRY

BANK OF MONTREAL
and
Applicant

HAPPY TOWN HOUSING INC.
Respondent

Court File No:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at HAMILTON

**AFFIDAVIT OF LISA JAQUES LEWIS
(SWORN MAY 8, 2025)**

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink (LSO#: 29008M)
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Applicant,
Bank of Montreal**

TAB 3

Court File No. CV-25-00090173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) TUESDAY, THE 3RD
)
JUSTICE) DAY OF JUNE, 2025
)

BANK OF MONTREAL

Applicant

- and -

HAPPY TOWN HOUSING 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 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 msi Spergel Inc. as receiver and manager (in such capacities, the "Receiver") without security, of the real properties described on Schedule A to this Order (the "Real Properties") owned by the respondent, Happy Town Housing Inc. (the "Debtor"), was heard this day at 45 Main Street East, Hamilton, Ontario, by videoconference.

ON READING the affidavit of Lisa Jaques Lewis sworn May 7, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and such other parties as listed

on the participant information form, no one appearing for any other party on the service list although duly served as appears from the affidavits of service, filed, and on reading the consent of msi Spergel Inc. to act as the Receiver.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated, as necessary, so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, msi Spergel Inc. is hereby appointed Receiver, without security, of the Real Properties, including all proceeds thereof (collectively, 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, rents, 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

engaging of independent security personnel, and the placement of such insurance coverage as may be necessary or desirable;

- (c) to engage consultants, appraisers, agents, 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;
- (d) 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;
- (e) 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 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;
- (f) 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;

- (g) to sell, convey, transfer, lease or assign the Property with the approval of the Court and in each such case notice under section 31 of the Ontario *Mortgages Act* shall not be required;
- (h) to apply for any vesting order or other orders necessary to convey the Property to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (i) 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;
- (j) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (k) 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;
- (l) 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 the Property;
- (m) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and

(n) 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 its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, 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 Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in

paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding affecting 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 affecting the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies affecting the Property or against the the Receiver, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (ii) prevent the filing of any registration to preserve or perfect a security interest, or (iii) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, 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.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such

amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule B hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true

copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

32. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

Schedule “A”

(Real Properties)

Property Identifier Number 46220-01126, LRO # 30

PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES and municipally known as 43 Centre Street, St. Catharines, Ontario.

Property Identifier Number 46177-0033, LRO # 30

LT 1830 CP PL 2 GRANTHAM; CITY OF ST. CATHARINES and municipally known as 34 Rykert Street, St. Catharines, Ontario

Schedule "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$_____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "Receiver") of the real properties located at 43 Centre Street, St. Catharines, Ontario and 34 Rykert St., St. Catharines, Ontario and the proceeds thereof (the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 3rd day of June, 2025 (the "Order") made in an action having Court file number CV-25-00090173-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$100,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

msi Spergel Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

BANK OF MONTREAL

and

HAPPY TOWN HOUSING INC.

Applicant

Respondent

Court File No.: CV-25-00090173-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at HAMILTON

RECEIVERSHIP APPOINTMENT ORDER

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSO#: 29008M
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Applicant,
Bank of Montreal**

TAB 4

Revised: January 21, 2014
 s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. CV-25-00090173-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

THE HONOURABLE) WEEKDAY TUESDAY, THE #3RD
 JUSTICE)
) DAY OF MONTHJUNE, 20^{YR}2025

PLAINTIFF⁴

Plaintiff

BANK OF MONTREAL

Applicant

- and -

DEFENDANT

Defendant

HAPPY TOWN HOUSING 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
(appointingAppointing Receiver)**

⁴ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS MOTION APPLICATION made by the Plaintiff²Applicant 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]msi Spergel Inc. as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and real properties of [DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the described on Schedule A to this Order (the "Real Properties") owned by the respondent, Happy Town Housing Inc. (the "Debtor"), was heard this day at 330 University Avenue, Toronto45 Main Street East, Hamilton, Ontario, by videoconference.

ON READING the affidavit of [NAME]Lisa Jaques Lewis sworn [DATE]May 7, 2025 and the Exhibits thereto and on hearing the submissions of counsel for [NAMES]the Applicant and such other parties as listed on the participant information form, no one appearing for [NAME]any other party on the service list although duly served as appears from the affidavit affidavits of service of [NAME] sworn [DATE], filed, and on reading the consent of [RECEIVER'S NAME]msi Spergel Inc. to act as the Receiver.³

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion Application and the Motion Application Record is hereby abridged and validated³, as necessary, so that this motion application is properly returnable today and hereby dispenses with further service thereof.

²Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

³If 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.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, [RECEIVER'S NAME]msi Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the DebtorReal Properties, including all proceeds thereof (collectively, 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, rents, 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 any contracts of the Debtor;

(c) ~~(d)~~ to engage consultants, appraisers, agents, 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;~~

(d) ~~(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;

(e) ~~(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

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.~~

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (f) ~~(f)~~ 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;
- (g) ~~(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 \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and (ii) with the approval of this the 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,]⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.;~~

- (h) ~~(f)~~ 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;

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.~~

- | (i) ~~(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;
- | (j) ~~(n)~~to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- | (k) ~~(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;
- | (l) ~~(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~~Property;
- | (m) ~~(q)~~to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- | (n) ~~(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 its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, 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~~Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. ~~THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

7. ~~8.~~ THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. ~~9.~~ THIS COURT ORDERS that no Proceeding ~~against or in respect of the Debtor~~ ~~or affecting~~ 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 affecting~~ the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. ~~10.~~ THIS COURT ORDERS that all rights and remedies affecting the Property or against the ~~Debtor~~, the Receiver, ~~or affecting the Property~~, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that ~~this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that~~ nothing in this paragraph shall (i) ~~empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on,~~ (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. ~~11.~~ THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. ~~12.~~ THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, 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.

RECEIVER TO HOLD FUNDS

12. ~~13.~~ THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies

standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. ~~14.~~ THIS COURT ORDERS that all employees of 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

14. ~~15.~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. ~~17.~~ THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any

gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

18. ~~19.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge ~~of the Commercial List~~ of the Ontario Superior Court of Justice.

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. ~~20.~~ THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ ~~100,000~~ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. ~~22.~~ THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. ~~23.~~ THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A"~~B hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. ~~24.~~ THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. ~~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/) <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. ~~This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <u></u>~~

25. ~~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

26. ~~27.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. ~~29.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. ~~30.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

32. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"**Schedule "A"****(Real Properties)**

Property Identifier Number 46220-01126, LRO # 30

PT LT 170 CP PL 2 GRANTHAM PT 1 30R10352; ST. CATHARINES and municipally known as 43 Centre Street, St. Catharines, Ontario.

Property Identifier Number 46177-0033, LRO # 30

LT 1830 CP PL 2 GRANTHAM; CITY OF ST. CATHARINES and municipally known as 34 Rykert Street, St. Catharines, Ontario

Schedule "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~msi Spergel Inc., the receiver (the "Receiver") of the ~~assets, undertakings and real~~ properties ~~[DEBTOR'S NAME]~~ ~~acquired for, or used in relation to a business carried on by~~ located at 43 Centre Street, St. Catharines, Ontario and 34 Rykert St., St. Catharines, Ontario and the ~~Debtor, including all~~ proceeds thereof (~~collectively,~~ the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 3rd day of June, 2025 (the "Order") made in an action having Court file number CV-CL 25-00090173-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ 100,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~[daily]~~monthly not in advance on the last 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 Montreal from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the

Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME]msi Spergel Inc., solely
in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: _____

Title: _____

BANK OF MONTREAL and HAPPY TOWN HOUSING INC.
Applicant Respondent

Court File No.: CV-25-00090173-0000

Double Click on mouse to Add space for Third Party

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at HAMILTON

Double Click on mouse to Add more space to parties line

RECEIVERSHIP APPOINTMENT ORDER

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSO#: 29008M
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

Lawyers for the Applicant, Bank of Montreal

Document comparison by Workshare Compare on Thursday, May 8, 2025 10:44:35 PM

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Description	#77861354v1<Legal> - MODEL RECEIVERSHIP ORDER
Document 2 ID	iManage://mtdmswssc.millerthomson.corp/Legal/84690933/1
Description	#84690933v1<Legal> - Draft Receivership Order - 3-JUNE-2025 (Happy Town Housing)
Rendering set	Standard

Legend:	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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	Count
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Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	310

TAB 5

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

BANK OF MONTREAL

Applicant

- and -

HAPPY TOWN HOUSING 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

msi Spergel Inc. hereby consents to act as receiver and manager of the real properties located at 43 Centre Street, St. Catharines and 34 Rykert Street, St. Catharines pursuant to the Application of Bank of Montreal.

DATED at Toronto, Ontario this 8th day of May, 2025.

MSI SPERGEL INC.

Per: Philip H. Gennis

Philip Gennis, J.D., CIRP, LIT

BANK OF MONTREAL

and

HAPPY TOWN HOUSING INC.

Court File No.:

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at HAMILTON

CONSENT

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSO#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511
Email: tvanklink@millerthomson.com

**Lawyers for the Applicant,
Bank of Montreal**

BANK OF MONTREAL
and
Applicant

HAPPY TOWN HOUSING INC.
Respondent

Court File No.: CV-25-00090173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at HAMILTON

APPLICATION RECORD
(Returnable June 3, 2025)

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON N6A 5R8

Tony Van Klink LSO#: 29008M
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Applicant,
Bank of Montreal**