Court File No. Court File No. CV-26-00000374-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

ADDENDA CAPITAL INC.

Applicant

- and -

DOV (495 RICHMOND) LIMITED

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO 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., c. C.43, AS AMENDED

AFFIDAVIT OF ARDI PRADANA
(sworn September 2, 2026)

I, **ARDI PRADANA**, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY**:

1. I swear this affidavit in support of an application by Addenda Capital Inc. ("**Addenda**" or the "**Applicant**") for an order appointing Goldhar & Associates Ltd. ("**Goldhar**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings, and properties of Dov (495 Richmond) Limited ("**Dov**" or the "**Debtor**"), including the real property municipally known as 495 Richmond Road, Ottawa, Ontario (the "**Real Property**" and collectively

with the foregoing, the "**Property**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario).

2. I am the Vice President, Commercial Mortgages at Addenda and have been in this role since April 2026. In this role, I am responsible for mortgage origination, portfolio monitoring, credit quality, and problem loan management. Before becoming Vice President, I was a Senior Manager, Commercial Mortgages at Addenda from March 2023 to April 2026. I have held other roles in Addenda's Commercial Mortgages department since 2015. I have principal carriage at Addenda for the Loan (as defined below) extended to the Debtor. I have been involved in monitoring the Debtor's Loan, assessing the Debtor's defaults, reviewing Addenda's options and alternatives, and liaising with the proposed Receiver in connection with this application.

3. Accordingly, I have knowledge of the matters set out in this affidavit, except where otherwise stated. Where I have relied on information from others, I identify the source of such information and believe it to be true.

4. Unless otherwise indicated, all monetary amounts referenced in this affidavit are expressed in Canadian dollars.

I. BACKGROUND AND BUSINESS OVERVIEW

5. The Debtor is a corporation incorporated pursuant to the laws of Ontario with a registered head office located at 3625 Dufferin Street, Suite 500, Toronto, Ontario, M3K 1N4. The Debtor is the registered owner of the Real Property and the borrower under the Loan (as defined below). A copy of the Ontario Corporate Profile Report generated June 25, 2026 for Dov is attached hereto as **Exhibit "A"**.

6. Addenda is a corporation incorporated under the laws of Quebec, with its registered head office located at 800 Rene-Levesque Blvd West, 2750, Montreal, Quebec, H3B 1X9. Addenda is an investment and asset-management firm.

II. INDEBTEDNESS TO THE APPLICANT

a. Loan Agreement

7. On October 11, 2019, Addenda issued a commitment letter to Dov (the “**Commitment Letter**”) under which Addenda agreed to provide a first mortgage loan in the original principal amount of $30,947,000 (the “**Loan**” and together with the Commitment Letter, the “**Agreement**”). The Loan was advanced to finance Dov’s acquisition of the Real Property. A copy of the Agreement is attached as **Exhibit “B”**.

8. At the time of the Loan, the Real Property was described as a seven-story Class A office building containing approximately 106,195 square feet of rentable space.

9. The Loan had an initial five-year term from December 7, 2019 and was amortized over 25 years. Dov was required to make monthly blended payments of principal and interest on the seventh day of each month, with the outstanding balance due on maturity being December 7, 2024.

10. Under the Commitment Letter, the applicable interest rate was to be the Government of Canada yield for the corresponding maturity plus 2.00%, subject to a maximum annual rate of 3.80%. Addenda subsequently set the Loan’s interest rate at 3.44%.

11. The Agreement requires the Debtor to, among other things:

(a) maintain the Real Property;

(b) permit Addenda and its agents reasonable access to the Real Property;

(c) provide Addenda with annual financial statements, a property income-and-expense statement, an operating statement, and an updated rent roll; and

(d) provide such additional financial and other information concerning Dov and the Real Property as Addenda reasonably requested.

12. The Agreement also requires the Debtor to maintain insurance satisfactory to Addenda, who is to be named as first mortgagee and loss payee under the property insurance, and as an additional insured under the liability insurance.

13. The Agreement prohibits the Debtor from charging or otherwise encumbering the Real Property without Addenda's prior written approval, subject only to an operating-line exception of up to $1,000,000.

14. The Agreement identifies the following, among other things, as events of default of the Loan:

(a) failure to comply with the Agreement or related security documentation;

(b) failure to do what is necessary to reasonably maintain the Real Property;

(c) the creation of an encumbrance ranking, or purporting to rank, ahead of or *pari passu* with Addenda's Charge (as defined below);

(d) material deterioration, in Addenda's opinion, of Dov's financial condition or the value of the Real Property;

(e) failure to make principal or interest payments as required; and

(f) failure to pay property taxes as required.

b. Extension of the Loan

15. The Loan was extended to March 7, 2025, September 7, 2025, and then March 7, 2026 (the "**Maturity Date**").

16. Upon maturity of the Loan on March 7, 2026, the outstanding principal balance was $25,636,479.64.

17. On March 17, 2026, Addenda agreed to extend the Maturity Date to September 7, 2026 (the "**Extension Period**") to provide Dov with time to refinance the Loan (the "**Extension Letter**"). A copy of the Extension Letter is attached hereto as **Exhibit "C"**.

18. The extension of the maturity of the Loan was conditional upon the Mortgage (as defined below) being up to date and in good standing. It also required (a) execution of the Extension Letter; (b) payment of a $10,000 extension fee; and (c) delivery of specified financial statements concerning certain guarantors and related entities.

19. During the extension period, Dov was required to make interest-only payments. Interest accrued at the Royal Bank of Canada ("**RBC**") prime lending rate ("**RBC Prime Rate**") plus 2.00%, calculated and compounded monthly, subject to a minimum annual rate of 6.45%. The applicable interest rate was to adjust on the first payment date after any change in the RBC Prime Rate.

20. The Extension Letter permitted Dov to repay the Mortgage in full during the Extension Period without prepayment penalty. Except as amended by the Extension Letter, the Commitment Letter, the Mortgage, other Security Documents (as defined below), and prior renewals remained in force and effect.

21. The Extension Letter further provided that, if the Loan and all related obligations were not repaid in full by September 7, 2026, and Dov had not accepted a written renewal offer of renewal from Addenda, the Loan would automatically renew for a further three-month term commencing on the maturity date at an interest rate equal to RBC Prime Rate plus 5.00% per annum.

c. Security

22. As security for the indebtedness owing to the Applicant, the Debtor granted a first mortgage against title to the Real Property on November 27, 2019 (the "**Mortgage**"). A copy of the Mortgage is attached hereto as **Exhibit "D"**.

23. The Mortgage identifies the following, *inter alia*, as events of default:

(a) failure to make any payment of principal, interest, property taxes, or other amounts required under the Mortgage or the Commitment Letter when due;

(b) breach of any material covenant, agreement, representation, warranty, or other obligation contained in the Mortgage, the Commitment Letter, or any other security or document delivered in connection with the Loan, and, where the breach is capable of remedy, fails to remedy it within any applicable notice or cure period;

(c) failure to maintain the Real Property or failure to remediate any hazardous substance on, in, or under the Real Property as required by the Mortgage;

(d) any material representation or warranty made by Dov is false, misleading, or incorrect;

(e) Dov becomes insolvent or bankrupt; and

(f) material adverse change, in Addenda's opinion, in the financial condition of Dov or in the value of the Real Property.

24. Pursuant to section 10.36 of the Mortgage, upon the occurrence and during the continuance of an event of default, Addenda may, at any time and from time to time, appoint a receiver by instrument in writing.

25. In addition to the Mortgage, the Debtor executed a general security agreement dated November 27, 2019 in favour of the Applicant pursuant to which the Debtor granted a security interest in favour of Addenda over all of its property, assets and undertakings (the "**GSA**"). The assets include all present and after-acquired personal property of the Debtor that is located on, affixed or attached to, situated on, or arises in connection with the ownership, use or disposition of the Real Property and its improvements, together with all additions, replacements, accessions, improvements and proceeds. A copy of the GSA is attached as **Exhibit "E"**.

26. The GSA lists the following, among other things, as covenants required to be complied with by the Debtor:

(a) the Debtor must properly maintain, operate, preserve, and protect the Collateral (as defined in the GSA), and conduct its business in a reasonable and prudent manner;

(b) the Debtor must, at its own expense, maintain replacement-cost insurance on all insurable Collateral while any indebtedness remains owing, with insurers and under policies acceptable to Addenda, covering risks a prudent owner would insure against, and any additional available coverage reasonably required by Addenda; and

(c) the Debtor must keep all tangible personal property forming part of the Collateral in good repair and condition and replace or renew any such property that cannot be repaired or is destroyed.

27. The following constitute events of default under the GSA:

(a) the Debtor materially defaults under, or fails to perform any material covenant, obligation, or condition in, the GSA, the Commitment Letter, or any other related document, including the occurrence of any event defined in those documents as a default or event of default; and

(b) the Debtor, among other things: (i) commits an act of bankruptcy or becomes insolvent; (ii) has a receiver appointed over it or any of its assets; or (iii) has an execution, distress, or similar enforcement process levied against the Collateral or any part of it.

28. Upon an event of default of the Loan, Addenda may declare the indebtedness due and payable, enforce its security interest, and exercise its rights and remedies under the GSA and at law. Those remedies include instituting proceedings before a court of competent jurisdiction for the appointment of a receiver or receiver and manager over all or any part of the collateral pledged to it. The GSA also permits Addenda to appoint a receiver by instrument in writing, and authorizes a receiver appointed under the GSA to exercise Addenda's rights, powers and remedies, subject to the applicable appointment instrument or court order.

29. As further security for the Loan, Dov provided:

(a) an assignment of insurance dated November 27, 2019 in favour of Addenda (the "**Insurance Assignment**"). Under the Insurance Assignment, the Debtor assigned, transferred, and granted Addenda a security interest in all present and future insurance policies relating to the Real Property and its buildings, improvements, fixtures, and other property, including policies providing coverage for property damage, loss of rental income, business interruption, professional liability, general liability, fire and extended perils, and boiler and machinery. A copy of the Insurance Assignment is attached as **Exhibit "F"**;

(b) a general assignment of rents dated November 27, 2019 in favour of Addenda (the "**General Assignment of Rents**"). Under the General Assignment of Rents, Dov assigned to Addenda all rights, privileges, benefits, rental income, and other income arising under all present and future leases, agreements to lease, and tenancies affecting the Property. The General Assignment of Rents was registered on title to the Real Property on November 27, 2019. Upon a default, Addenda is entitled, after notice to the applicable tenants, to collect rents and other amounts due under the leases. A copy of the General Assignment of Rents is attached as **Exhibit "G"**;

(c) a specific assignment of lease dated November 27, 2019 in favour of Addenda (the "**Specific Assignment of Lease**"). Under the Specific Assignment of Lease, Dov assigned its interest in the lease dated August 30, 2015 with the Canadian Institute for Health Information ("**CIHI**"), together with all rights and benefits arising under that lease, including rent and other charges payable by the tenant. Upon a default, Addenda may, following notice to the tenant, enforce the lease and all remedies available to the Debtor against the tenant. A copy of the Specific Assignment of Lease is attached as **Exhibit "H"**;

(d) a notice of assignment dated November 2019 (the "**Notice of Assignment**") delivered to CIHI, as tenant under the lease dated August 30, 2015 for the Real Property. The Notice of Assignment advises the tenant that Dov assigned the lease and all present and future rent and other amounts payable under it to Addenda as security for the Loan. The Notice of Assignment specifies that the tenant may continue paying rent to Dov unless and until it receives a notice from Addenda directing payment to Addenda, after which the tenant is irrevocably directed to make payments as instructed by Addenda. A copy of the Notice of Assignment is attached as **Exhibit "I"**;

(e) an assignment of reciprocal agreement dated November 27, 2019 (the "**Assignment of Reciprocal Agreement**") in favour of Addenda, by which Dov assigned to Addenda all of its right, title, interest, benefits, and advantages under the mutual access and maintenance agreement affecting the Real Property, as continuing security for the Loan. A copy of the Assignment of Reciprocal Agreement is attached as **Exhibit "J"**; and

(f) an assignment of tripartite agreement dated November 27, 2019 (the "**Assignment of Tripartite Agreement**") in favour of Addenda, by which Dov assigned to Addenda all of its right, title, interest, benefits, and advantages under the tripartite agreement affecting the Real Property, notice of which was registered as Instrument No. OC575812, as continuing security for the Loan. A copy of the Assignment of Tripartite Agreement is attached as **Exhibit "K"**.

(collectively with the Mortgage and the GSA, the "**Security Documents**").

30. Addenda registered its security interest against the Debtor under the *Personal Property Security Act* (Ontario) (the "**Ontario PPSA**") on October 30, 2019. A copy of the Ontario PPSA search against the Debtor, current to August 12, 2026, is attached hereto as **Exhibit "L".**

31. The Loan indebtedness is guaranteed by the Guarantors (as defined below) pursuant to separate limited guarantees in favour of Addenda (collectively, the "**Guarantees**"). Each Guarantee is joint and several, irrevocable, absolute and unconditional, and provides that the

applicable Guarantor's liability arises upon demand. The Guarantees are provided by the following guarantors (collectively, the "**Guarantors**"), subject to the individual liability limits set out below:

(a) 1263191 Ontario Limited, in the maximum amount of $363,167.76, plus interest from the date of demand and enforcement costs;

(b) Adarsan Holdings Limited, in the maximum amount of $2,905,342.08, plus interest from the date of demand and enforcement costs;

(c) AMJ London Consulting Corporation, in the maximum amount of $363,167.76, plus interest from the date of demand and enforcement costs;

(d) Dazco Family Holdings ULC, in the maximum amount of $776,335.52, plus interest from the date of demand and enforcement costs;

(e) Dov Capital Corporation, in the maximum amount of $5,584,090.91, plus interest from the date of demand and enforcement cost

(f) The Friedman Family Foundation, in the maximum amount of $1,452,671.04, plus interest from the date of demand and enforcement costs;

(g) Harvey Katz Holdings Ltd., in the maximum amount of $363,167.76, plus interest from the date of demand and enforcement costs;

(h) Lindifam Realty Inc., in the maximum amount of $363,167.76, plus interest from the date of demand and enforcement costs;

(i) Rolesco Management Limited, in the maximum amount of $1,089,503.28, plus interest from the date of demand and enforcement costs;

(j) Shutam Canada Inc., in the maximum amount of $1,544,358.01, plus interest from the date of demand and enforcement costs; and

(k) Sea Brim Investments Limited, in the maximum amount of $776,335.52, plus interest from the date of demand and enforcement costs.

A copy of the Guarantees is attached here to as **Exhibit "M"**.

III. THE DEBTOR'S DEFAULTS AND ADDENDA'S DEMANDS

32. During the Extension Period, Dov failed to make the interest payments due in June, July, and August of 2026. These payment failures constitute events of default under the Agreement, the Extension Letter, and the Security Documents.

33. A current loan ledger and payout statement, showing the amounts owing as of June 12, 2026, is attached hereto as **Exhibit "N"**.

34. On June 12, 2026, Addenda delivered a demand for payment to Dov and the Guarantors (the "**Demand**"), together with notices of intention to enforce security under section 244(1) of the BIA (the "**244 Notices**") to Dov and the Guarantors, a copy of which is attached hereto as **Exhibit "O"**.

35. The Demand identified the Debtor's failure to make its June 2026 interest payment as an event of default, demanded payment in full of the indebtedness owing under the Loan and the Guarantees, and required payment of $25,798,415.18, together with legal costs, accruing per diem interest of $4,593.20, and late interest, by no later than June 22, 2026.

36. The Demand further advised that, if payment was not received by that time, Addenda would seek instructions to commence enforcement proceedings, including the possible appointment of a receiver and manager. The 244 Notices advised Dov of Addenda's intention to

enforce its security, including the GSA, Mortgage, Specific Assignment of Lease, General Assignment of Rents, and assignment of insurance, upon the expiry of the applicable 10-day notice period.

37. Neither Dov nor any of the Guarantors have paid the indebtedness to date and the Loan remains in default.

Deterioration of the Property and Other Defaults

38. Following the Debtor's payment defaults in June and July 2026, Addenda retained Brentwood Restructuring Services ("**Brentwood**") to inspect the Real Property, report on its condition, assess the proposed redevelopment of the Real Property as well as the viability of a proposed settlement submitted by the Debtor. Brentwood attended the Real Property on July 16, 2026.

39. During its inspection, Brentwood observed, among other things, the following:

(a) **Demolition and alteration of the Real Property.** The Debtor has been actively undertaking demolition and alteration work within the Real Property, including work performed by JBPA Developments Inc. ("**JBPA**"). In or around October 2025, the Debtor began re-tooling the Real Property to convert it from a commercial office building to residential rental units. The interior had been substantially altered and demolished, leaving principally only the concrete structure and building envelope intact.

(b) **Safety concerns.** The property manager of the Real Property advised that a fire and/or elevator-system alarm issue had existed for an extended period and had not been addressed.

(c) **Unpaid contractor and trade suppliers.** It appears that the contractual value of JBPA's work is uncertain and that JBPA has not been paid material amounts. In addition, Brentwood was also advised that other trades have not been regularly paid, including maintenance trades, landscaping trades, and the structural engineer.

(d) **Equipment and leasehold items.** The property manager advised Brentwood that office equipment and leasehold items had either been discarded during demolition or relocated to the property manager's head office.

40. Addenda did not consent to the demolition and/or construction of the Real Property described above, which constitutes an event that materially affects the value of the Real Property.

41. Addenda is concerned that the conversion of the Real Property from an office building, that formed the basis of its security, to a vacant and partially demolished construction site materially affects the character, condition, marketability, and value of the Real Property. Further, at this point, the Debtor has no means to pay-out or otherwise refinance the Loan, leaving Addenda with a partially demolished office building.

42. Addenda is additionally concerned that the unpaid contractors and trades may register construction liens or assert other claims against the Real Property. Such claims may further prejudice Addenda's security and complicate any realization process.

43. Addenda is also concerned that equipment and other personal property subject to its GSA may have been removed, disposed of, or relocated.

44. Addenda has not received satisfactory confirmation that the Real Property is insured in a manner appropriate for its current condition.

45. Addenda has reviewed the current Commercial General Liability policy for the Real Property, renewed for the period from December 31, 2025 to December 31, 2026. The policy appears to have been issued on the basis that the Real Property was tenanted. Addenda understands that, by the fall of 2025, the Real Property was vacant and Dov had retained JBPA, among others, to begin interior demolition work in or around October 2025. A copy of the Commercial General Liability policy is attached hereto as **Exhibit "P"**.

46. Addenda requested confirmation that the insurer or insurance broker had been advised of the vacancy and demolition or construction activity, and that insurance coverage appropriate to the Real Property's actual condition and use was in place.

47. To date, Addenda has not received satisfactory evidence that the insurer was advised of those circumstances or that the policy was amended to address the risks associated with the vacancy, demolition, construction activity, fire and life-safety concerns, public liability, business interruption, and equipment.

48. The Agreement and GSA require satisfactory evidence that the required insurance is in place, replacement-cost coverage for the improvements and other insurable property, and delivery of the insurance policies for Addenda's review. The Agreement also requires equipment-breakdown insurance, business-interruption insurance, and commercial general liability insurance of not less than $5 million per occurrence.

49. Addenda has repeatedly requested financial and other information concerning the Real Property, including information regarding CMHC underwriting and the Debtor's proposed redevelopment and financing plan for the Real Property. The Debtor has failed to provide sufficient financial, operational, and project-specific information to date. As a result, Addenda has been unable to determine whether there is a viable alternative to enforcement that would preserve the Real Property, protect Addenda's security, and provide for repayment of the Loan.

50. Addenda is also concerned by information suggesting a material deterioration in the value of the Real Property and the Debtor's financial condition. The Debtor has advised Addenda that the Real Property's value has materially declined and that the value of the supplemental collateral has also deteriorated. Based on these representations, the Debtor has indicated that Addenda is unlikely to recover the full amount of its Loan under any potential realization scenario.

51. Addenda has not received satisfactory confirmation that municipal realty taxes are current.

52. The Agreement requires the Debtor to pay property taxes as required. The related tax-deposit waiver also required the Debtor to provide Addenda with timely evidence that property taxes had been paid.

IV. OTHER CREDITORS / STAKEHOLDERS

53. The Ontario Personal Property Security Registry search against the Debtor, current to August 12, 2026, discloses one registration against Dov in favour of Addenda and relates to all present and after-acquired personal property used in connection with, situated at, or arising from the ownership, development, use, or disposition of the Real Property. The search does not disclose any other registrations against the Debtor. A copy of the PPSA search against the Debtor is attached hereto as Exhibit "L**"**.

54. The Ontario writ search against the Debtor, current to August 19, 2026, discloses no active writs of execution, orders, and certificates of lien. A copy of the Ontario writ search against the Debtor is attached hereto as **Exhibit "Q"**.

55. The Tax Court of Canada search report against the Debtor from August 19, 2026 found no records. A copy of the Tax Court of Canada search report against the Debtor is attached hereto as **Exhibit "R"**.

56. The Parcel Register for the Real Property, obtained from the Ontario Land Registry Office and dated August 13, 2026, discloses a charge in the principal amount of $30,947,000 registered on November 27, 2019, from Dov in favour of Addenda (the "**Charge**"). The Charge was registered on title as security for the Loan. A copy of the Parcel Register is attached hereto as **Exhibit S"**.

V. REQUEST FOR THE APPOINTMENT OF THE RECEIVER

a. Need for the Proposed Receivership

57. The Debtor is in default of its obligations to the Applicant under the Loan and Security Documents and is unable and/or unwilling to repay the indebtedness owing to the Applicant. As noted above, pursuant to the Loan and Security Documents, the Applicant has the right to appoint a receiver in respect of the Debtors and the Real Property.

58. In addition to the amounts owing to Addenda, the urgent need for a receiver arises from the material risk that Addenda's collateral will continue to deteriorate and that its ability to realize on that collateral will be impaired. The circumstances described above require immediate independent oversight, including the unauthorized construction and demolition work, unresolved operational and safety issues, and uncertainty concerning liens, insurance, taxes, and the status of secured personal property. The appointment of a receiver with customary Court-ordered powers is necessary to stabilize, preserve, and protect the collateral pending an orderly realization process.

59. Addenda has lost confidence in the Debtor's willingness and/or ability to resolve these issues. Despite our attempts to resolve these issues with the Debtor and find a path forward, the Debtor remains in material breach of the terms of the Loan and Security Documents with its payment defaults remain outstanding.

60. The Debtor has provided no indication that it has made any effort to come up with a viable solution that would allow it to repay the indebtedness owed to Addenda or cure the non-payment defaults under the Agreement.

61. The risks to Addenda's security are immediate and substantial.

62. In these circumstances, Addenda does not believe that Dov should remain in control of the Real Property.

63. The appointment of the Receiver is necessary in order to, among other things:

(a) preserve, secure, and insure the Real Property;

(b) obtain and review the books, records, contracts, and other information concerning the Real Property;

(c) determine the status of the demolition and construction work, permits, insurance, taxes, and liens;

(d) communicate with the property manager, contractors, trades, insurers, and governmental authorities;

(e) manage, protect, and stabilize the Real Property; and

(f) conduct an orderly marketing and realization process, if appropriate.

b. Purpose of the Proposed Receivership

64. Addenda seeks approval of an order (the "**Appointment Order**") to permit the Receiver to, among other things: (a) take control of the Real Property and related collateral; (b) address the various demolition, construction, insurance, and safety concerns; (c) determine the existence

and priority of any lien claims; (d) obtain information and records from the Debtor and the Guarantors; (e) and preserve and realize on the Real Property in an orderly manner.

65. The appointment of a Court-appointed receiver is preferable to Addenda exercising private remedies. The proposed Receiver will act as an officer of the Court and will have the authority necessary to address the competing interests of the Debtor, the Guarantors, trades, contractors, insurers, tenants, governmental authorities, and other stakeholders.

66. I am advised by Reconstruct LLP, counsel to the Applicant, that the terms of the Appointment Order sought by the Applicant are substantially consistent with the Commercial List model order.

67. The Applicant anticipates that if the Receiver is appointed on the terms sought, the Receiver will secure and realize on the security in order to maximize the pool of funds that may be distributed to creditors of the Debtor and will exercise supervision and control over various aspects of the Debtor's business. This will likely involve a realization process for the Real Property.

c. Appointment of Goldhar as Receiver

68. In recent weeks, the Applicant and Goldhar have been in discussions relating to the Debtor, the proposed receivership, and this receivership application. Accordingly, Goldhar has acquired knowledge of the matters discussed herein since first being contacted. I am advised by the Receiver that Goldhar is a registered member of the Canadian Association of Insolvency and Restructuring Professionals and is a licensed trustee, as defined in the BIA, with extensive experience in Canadian insolvency proceedings.

69. Goldar has consented to act and is an appropriate proposed Receiver because of its experience in insolvency proceedings, real-property receiverships, and construction or redevelopment matters. A copy of the proposed Receiver's consent to act is attached as **Exhibit "T"**.

70. Given Goldhar's understanding of the current situation and its ability to take steps to immediately mitigate the risks described above, I believe that Goldhar is the appropriate firm to be appointed as Receiver.

III. CONCLUSION

71. The Loan and Security Documents are in default, and the Debtor has failed to, and/or is unable to repay the substantial indebtedness under the Loan to the Applicant. In order to protect the Applicant's secured position and the integrity of the Debtor's estates, the Applicant requires the appointment of the Receiver.

72. I swear this affidavit in support of Addenda's application for the appointment of the proposed Receiver and for no other or improper purpose.

AFFIRMED remotely by Ardi Pradana in the City of Regina, in the Province of Saskatchewan, before me at the City of Toronto in the Province of Ontario, on 2nd day of September, 2026 in accordance with O. Reg. 431/20: *Administering Oath or Declaration Remotely*.	))))))))	
Signed by: Natasha Rambaran C9F914CF34094F5...	)))	Signed by: Ardi Pradana 24B013D25274451...
A Commissioner for taking Affidavits,	))	**ARDI PRADANA**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF SASKATCHEWAN BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

Natasha Rambaran
LSO 80200N

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

DOV (495 RICHMOND) LIMITED as of June 25, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	DOV (495 RICHMOND) LIMITED
Ontario Corporation Number (OCN)	2700210
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 06, 2019
Registered or Head Office Address	3625 Dufferin Street, Suite 500, Toronto, Ontario, M3K 1N4, Canada

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

V. Quintanilla W.

Director/Registrar

Minimum Number of Directors	1
Maximum Number of Directors	15

Active Director(s)

Name	MITCHELL FEINTUCH
Address for Service	500 Lawrence Avenue West, P.O. Box 54100, Toronto, Ontario, M6A 3B7, Canada
Resident Canadian	Yes
Date Began	September 18, 2019

Name	STEVEN RUSE
Address for Service	10095 Pineview Trail, Campbellville, Ontario, L0P 1B0, Canada
Resident Canadian	Yes
Date Began	June 06, 2019

Name	SHMUEL M. ZIMMERMAN
Address for Service	3625 Dufferin Street, 500, Toronto, Ontario, M3K 1N4, Canada
Resident Canadian	Yes
Date Began	September 18, 2019

Active Officer(s)

Name	MITCHELL FEINTUCH
Position	Vice-President
Address for Service	500 Lawrence Avenue West, P.O. Box 54100, Toronto, Ontario, M6A 3B7, Canada
Date Began	September 18, 2019

Name	STEVEN RUSE
Position	President
Address for Service	10095 Pineview Trail, Campbellville, Ontario, L0P 1B0, Canada
Date Began	September 18, 2019

Name	SHMUEL M. ZIMMERMAN
Position	Secretary
Address for Service	3625 Dufferin Street, 500, Toronto, Ontario, M3K 1N4, Canada
Date Began	September 18, 2019

Corporate Name History

Name	DOV (495 RICHMOND) LIMITED
Effective Date	June 06, 2019

Active Business Names

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

Expired or Cancelled Business Names

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

Document List

Filing Name	Effective Date
Annual Return - 2021 PAF: Shmuel M. ZIMMERMAN	September 27, 2022
Annual Return - 2020 PAF: Shmuel M. ZIMMERMAN	September 27, 2022
Annual Return - 2019 PAF: Shmuel M. ZIMMERMAN	September 27, 2022
CIA - Initial Return PAF: STEVEN RUSE - DIRECTOR	November 22, 2019
BCA - Articles of Incorporation	June 06, 2019

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

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

Natasha Rambaran
LSO No. 80200N

ADDENDA CAPITAL

November 20, 2019

Dov (495 Richmond) Limited
c/o Dov Capital Corporation
3625 Dufferin Street, Suite 107
Toronto, ON M3K 1N4

Attention: Mr. Shmuel Zimmerman

RE: RATE SET - Mortgage #0101866
PROPERTY: 495 Richmond Road, Ottawa, ON

As required for funding and as set out in the commitment, we have today set the interest rate on the above noted mortgage as follows:

Spread	Bond Rate	Floor Rate	Ceiling Rate	Loan Interest
2.00%	1.44%	N/A	3.80%	3.44%

This rate has been set based on the 5 year interpolated bond, maturing on December 7, 2024.

We are confirming this rate fix will be subject to:

1) Funding to occur on or before November 27, 2019;
2) Mortgage Interest Adjustment Date (IAD) of December 7, 2019; and,
3) First Mortgage Payment of January 7, 2020.

Should funding be delayed for any reason, the interest rate may be recast at the lender's option and sole discretion.

Trusting you will find the above to be in order, however, if you have any questions or concerns, please call me to discuss same.

Sincerely yours,
ADDENDA CAPITAL INC.

K Hall

Kira Hall
Assistant Analyst, Commercial Mortgages

ADDENDA
CAPITAL

October 11, 2019 Via Email

This letter cancels and supercedes the letter issued July 10, 2019

Dov (495 Richmond) Limited
c/o Dov Capital Corporation
3625 Dufferin Street, Suite 107
Toronto, ON M3K 1N4

Dear Sir:

Re: First Mortgage Financing(REQ#1394) for 495 Richmond Road, Ottawa, ON (the 'Property')

Your application for a first mortgage loan has been approved by Addenda Capital Inc., ("the Lender") subject to the terms and conditions set forth in this commitment letter (the "Commitment")

1.) PURPOSE AND LOAN TYPE

A first mortgage loan on the Property for the purpose providing financing to complete a purchase of the property for $39,000,000.00, plus closing costs.

2.) LENDER

ADDENDA CAPITAL INC.

The Borrower acknowledges and agrees the Lender will be providing mortgage management services on behalf of an investor client(s).

3.) BORROWER

Dov (495 Richmond) Limited (the "Borrower")

4.) GUARANTORS

Separate and several personal or corporate recourse proportioned to their ownership percentage for a total of 50% of the loan amount.

Specifics TBD satisfactory to the Lender upon confirmation of corporate structure.

The Borrower and Guarantors separate and severally covenant and agree to satisfy all the terms, conditions, and requirements herein contained before any advances are made. The obligation of the Borrower and Guarantors to make payment under the mortgage and perform all other obligations hereunder shall be deemed to be separate and several. (Hereinafter called the "Guarantors")

5.) **MORTGAGE SECURITY**

Mortgage security shall consist of the following:

a) A Conventional First Mortgage charge over the lands and buildings consisting of 7-storey Class A office building ~~offering~~ containing approximately 106,195 square feet of rentable space on a 1.8 acre site located at the Property.

APPROVED
By ELVIRA DUBE at 10:32 am, 10/17/19

b) A First General Security Agreement as collateral security on equipment (including kitchen ranges, washers and dryers, air conditioning units, heating equipment, etc.as applicable) and all other personal property which will be used in connection with this Property; together with a financing statement in respect of the security interest created by the general security agreement which shall be registered under the provisions of the Personal Property Act. The equipment must be fully paid for and insured against all risks including theft and satisfactory evidence of insurance must be submitted to us.

c) A Specific Assignment of Lease (acknowledged by the tenant) from Canadian Institute for Health Information and General Assignment of Leases and Rents; ~~(Acknowledgement of the Specific Assignment of Lease to include wording such that the lease cannot be renegotiated, prepaid or cancelled without the lender's consent~~) with respect to the Property;

APPROVED
By ELVIRA DUBE at 10:32 am, 10/17/19

d) The Separate and Several Guarantees and Postponement of Claims as per approved Guarantors to be determined;

e) An Assignment of all insurance policies;

f) Such other security with respect to the Property as may be deemed necessary by the Lender and/or the Lender's solicitor, acting reasonably.

Note : All registrations at the PPSA are to be for 20 years.

6.) **MUNICIPAL ADDRESS**

495 Richmond Road, Ottawa, ON

7.) **LEGAL DESCRIPTION:**

Part of Lot 29, Concession 1, (Ottawa Front), formerly in the Township of Nepean, now in the City Ottawa.
PIN 03971-0044

To be confirmed by legal counsel

8.) **LOAN AMOUNT**

$30,947,000.00 (THIRTY MILLION NINE HUNDRED AND FORTY SEVEN THOUSAND) DOLLARS

9.) **TERM**

FIVE (5) years from the Interest Adjustment Date.

10.) **AMORTIZATION**

The mortgage shall be amortized over TWENTY-FIVE (25) years from the Interest Adjustment Date.

11.) **INTEREST ADJUSTMENT DATE**

December 7, 2019, or the first day of the month following the month in which the advance of funds (net of deficiency holdbacks) is made. The Lender shall be the sole judge as to when the "final" advance has been made or deemed to have been made for the purpose of the Interest Adjustment Date.

12.) **INTEREST RATE**

For registration purposes only, the mortgage shall state an interest rate of 18%, calculated monthly and compounded semi-annually, not in advance and the payment terms of the mortgage will be based on this rate.

Notwithstanding the foregoing or any other provisions of this Commitment or the security, the actual interest rate and payment terms applicable to the loan during the term shall be the sum of the Government of Canada Yield for the corresponding maturity plus 2.00% (200 basis points) calculated monthly and compounded semi-annually not-in-advance (30/360 day count).

The "Rate Fix Date" shall be the fifth business day prior to the date the funds are advanced to the Borrower (the "Funding Date"). Addenda will provide notification to the Borrower once the rate has been set.

In the event that the Interest Rate as determined herein is greater than 3.80 per annum, calculated semi-annually not-in-advance (the 'Maximum Rate'), the Borrower shall be required to buy down the Interest Rate to the Maximum Rate. The amount of the required buydown will be deducted from the advance of funds.

13.) **MONTHLY PAYMENTS**

Equal instalments of principal and interest based on the above amortization period shall be payable on the seventh day of each month during the Term. The first instalment is payable on the seventh day of the month ("Due Date") following the Interest Adjustment Date and the last, on the maturity date of the loan.

Until the Interest Adjustment Date, simple interest on the loan advanced, calculated daily to the Interest Adjustment Date, will be deducted from the amount of the advance.

14.) <u>REALTY TAXES</u>

In addition, during the Term of the Loan, the Borrower shall also provide to the Lender, on the Due Date, an amount stipulated by the Lender sufficient to pay the annual taxes of the Property when due and payable. Until there is a default hereunder or under the Mortgage, the Lender shall from time to time make payments to the taxing authority when taxes are due. Where the Lender has made tax payments in excess of those collected, such excess amount shall be payable on demand and shall be secured by the Mortgage and bear interest at the interest rate owing under the Mortgage. After default the Lender may, at its sole option, pay taxes with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender reserves the right to adjust, from time to time, the estimated monthly tax amount payable, based on taxes actually levied against the Property. At the Lender's option, it may withhold from the advance of funds a sum sufficient to create the foregoing fund for the first year of the term.

The Borrower has requested and the Lender has agreed subject to waive the requirements for a tax component subject to the terms of the "Tax Waiver" attached as Schedule 'F'

15.) <u>PREPAYMENT OF MORTGAGE</u>

There will be no right to prepay the Loan prior to maturity, except upon payment of a yield maintenance fee (the "Yield Maintenance Fee") as described below.

Notwithstanding anything else contained herein to the contrary, the mortgagor shall have no right to prepay this Loan in part. The Lender shall be under no obligation to grant a discharge of the Mortgage until such time as it has received all amounts owing to it, including without limitation, all outstanding principal and interest and the Yield Maintenance Fee.

<u>YIELD MAINTENANCE FEE:</u>

If the principal becomes payable as a result of a breach, default or acceleration or otherwise is prepaid then in addition to the principal, interest and other moneys payable under the Mortgage, the Mortgagor shall pay the Lender an amount (the "Prepayment Amount") equal to the greater of:

a.) The amount by which the Canada Yield Price (as defined herein) exceeds the principal and interest then outstanding under the Mortgage plus an additional .5% of the outstanding balance; or

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b.) Three month's interest on the principal then outstanding under the Mortgage plus an additional .5% of the outstanding balance.

The obligation of the Mortgagor to pay the foregoing amount is in addition to and not in substitution for the obligation of the Mortgagor to pay all other amounts which become payable under the terms of the Mortgage after or as a result of the breach, default or acceleration or other prepayment

In this Commitment,

"Canada Yield Price" means the present value (calculated applying a discount rate equal to the Government of Canada Yield (as defined herein) as determined by the Lender as at a date selected by the Lender which in the event of the breach, default or acceleration, is not more than two (2) business days prior to the date on which the Mortgage becomes due and payable, of all payments of principal and interest which would have become due in accordance with the terms of the mortgage but for the breach, default or acceleration (including any principal balance payable on the maturity date of the Mortgage.)

"Government of Canada Yield" means the effective yield to maturity expressed as a percentage per annum calculated half-yearly not in advance which is available as at the time of its determination to a purchaser of non-callable Government of Canada bonds payable in Canadian dollars selected by the Lender and having a maturity date approximating the maturity date of the Mortgage.

By accepting this Commitment, the Mortgagor acknowledges that the Prepayment Amount is a genuine pre-estimate of the liquidated damages suffered by the Lender as a result such prepayment having regard to the fact that the Lender matches mortgage investments against obligations, that the Lender is not able to immediately re-invest funds received in mortgages.

16.) <u>FUNDING DATE</u>

The advance is to be completed on or before December 13, 2019 upon registration of security documentation and satisfaction of the funding conditions.

However, all parties are striving to complete this on November 13, 2019 and if necessary, the term commencement and IAD will be adjusted accordingly.

17.) <u>FUNDING REQUEST</u>

Once all conditions of the Commitment Letter have been met, the Lender will confirm the actual funding date with the Borrower, (no later than five (5) business days from that point) order funds and process the advance. Should the funding be delayed for whatever reason, the Lender has the option of funding into escrow and the Borrower will be responsible for interest at the loan rate from that date forward. However, the Lender is not obligated to release the funds from escrow until all funding conditions are satisfied.

In any event the Lender will never be obligated to fund beyond the dates set out in the Funding Date clause.

18.) DISBURSEMENT OF FUNDS

Conditions precedent to the disbursement of funds shall include:

a.) The funds secured by the mortgage will be advanced upon title proving acceptable to the Lender and the Lender's solicitors, upon registration of the security documents as required and upon receipt from the Lender's solicitors of a satisfactory report on registration of the security documents and confirmation from our solicitors of no adverse filings concerning the Borrower in any ministry, department or agency of government which, in the Lender's solicitor's opinion, could affect the priority of the Mortgage or a Title Insurance Policy thereof and upon fulfillment of all other terms and conditions of this Commitment.

This mortgage is subject to receipt of a current appraisal from an accredited appraiser (AACI). The form and content of the appraisal, along with the appraiser, itself, will be subject to the Lenders approval. Such appraisal is to meet the minimum standards of the Appraisal Institute of Canada, and also include an analysis of replacement cost for insurance purposes. All costs of this appraisal are the responsibility of the borrower.
Lender acknowledges receipt of an appraisal report prepared by Juteau Johnson Comba Inc effective June 12, 2019. Condition satisfied.

b.) The Lender shall receive a satisfactory Phase I Environmental Report prepared by a qualified environmental consulting firm. The review is to inspect for hazardous wastes, including, but not limited to, asbestos, PCBs, etc., and is to include a historical land search to verify that the soil in the general vicinity is free of contaminants. The cost of the audit shall be borne by the Borrower. Furthermore, the Borrower hereby agrees to provide all information that it has with respect to environmental matters and hereby warrants to provide full disclosure in this regard to the Lender.
Lender acknowledges receipt of a Phase I Environemental Site Assessment prepared by Ortam Groupe dated June 27, 2019. Condition satisfied.

c.) Receipt and approval of a satisfactory Building Report, containing but not limited to discussion on structural, mechanical, electrical and roof reflecting the current condition and state of repair of the building prepared by knowledgeable engineering firm familiar with this type of property.
The Lender acknowledges receipt of a satisfactory Building report. This condition has been satisfied.

d.) The Lender will require satisfactory Letters of Transmittal with respect to all professional reportsItemized in clauses a), b) and c) above. A Transmittal

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Letter is to be issued for each report, addressed to the Lender and state that the report can be relied upon by the Lender for mortgage financing purposes. **The Lender acknowledges receipt of the transmittal letters. This condition has been satisfied.**

e.) At all times, the Borrower is to provide professional management of the Property satisfactory to the Lender. Any change in the management of the Property shall require the prior written approval of the Lender, both as to the

manager and the terms and conditions of the management agreement. The Lender acknowledges that **the proposed Regional Group** is an acceptable manager.

f.) The Borrower warrants and represents that Schedule E hereto accurately summarizes all the major non-residential leases and rentals relating to the Property as of the date thereof.

g.) Receipt of Estoppel Certficates fromthe tenants listed in Schedule 'E'.

h.) Receipt, review and acceptance by the Lender of the last three years financial statements for the borrower and the guarantors (if corporate entities). **Condition satisfied.**

i.) Receipt, review and acceptance of current credit reports for the borrower and guarantors to the extent available. The Lender will obtain same once the guarantors are determined.

j.) Receipt, review and acceptance by the Lender of current, dated and signed net worth statements for the guarantors and/or last two years financial statements for the corporate guarantors.

k.) Each and every obligation contained in this Commitment and to be performed, satisfied, or furnished by you, is a condition precedent to our obligation to advance or to continue to make advances. In the case of any advance, all conditions precedent pertaining to the advance must be performed to the Lender's satisfaction, not less than five business days prior to the scheduled date of the advance, or we shall be under no obligation to make the advance

l.) The advance of funds will be subject to a satisfactory site inspection of the project by the Lender, or its agent.
Condition satisfied.

m.) The Borrower will have provided to the Lender the executed "Pre-authorized Payment' form hereinafter provided as Schedule "D".

n.) The Lender and its solicitors shall have received prior to closing a lenders policy of title insurance with respect to the loan herein which will be arranged by the solicitor for the Lender with First Canadian Title, the cost of which policy will be paid by the Borrower out of the advance of the loan.

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19.) **INSURANCE**

The Borrower shall arrange for Hazard Insurance coverage and keep insured the propertyand all insured property from time to time forming part of the mortgaged premises on the terms and conditions outlined in Appendix 'B'. Actual policies (or Certificates of Insurance if approved by the Lender) are to be received prior to funding, and renewal or replacement of same to be received prior to expiry. Should the Lender not have proof of renewal prior to expiry, the Lender may, at its sole

option, place insurance in an amount sufficient to cover the Lender's exposure with respect to the Property and the outstanding debt and any premium and administration fee added to the principal balance of Mortgage.

20.) **ENVIRONMENTAL**

The Lender hereby retains the right to refuse to advance funds if at any time prior to the advance there is an adverse material change relating to environmental matters or risk to the subject Property.

21.) **DOCUMENTATION**

The Borrower agrees and acknowledges that the documentation in this letter of Commitment required to finalize this transaction is not all inclusive and therefore agrees to provide, execute, etc. such other reasonable documentation relating to the Property as the Lender reasonably may require and/or our solicitors deem advisable subject to review and approval by the Borrower's solicitors acting reasonably

22.) **ELECTRONIC TRANSMISSION**

Delivery of an executed counterpart of this instrument, or any amendment thereof, by electronic means, including by fascimile transmission or by electronic delivery in portable document format (« .pdf ») shall be equally effective as delivery of a manually executed counterpart hereof.

23.) **EXPENSES**

If the Loan Amount is disbursed; or if the loan advance fails to be completed due to the Borrower's default pursuant to Cancellation of Commitment below; and notwithstanding retention of a commitment fee by the Lender, all of the Lender's reasonable costs and expenses relating to the Loan, including legal costs, travel costs and any costs and expenses incurred by the Lender due to proceedings under the Bankruptcy and Insolvency Act relating to the Borrower or any Additional Guarantor are the responsibility of, and shall be paid by, the Borrower and each Additional Guarantor, if any, who shall also be responsible for any commission or finder's fee. Such costs and expenses may be added to the then outstanding principal balance of the mortgage and shall bear interest at the interest rate owing under the Mortgage.

24.) PAYMENT OF FEES

It is understood that the Lender will not be liable for any legal registration, re-registration, engineering, environmental, appraisal or insurance consulting fees, or any other expenses incidental to the completion of this loan or any modification, renewal or assumption thereof, if this transaction is proceeded with or not. Any fees which are the Borrowers responsibility, but are paid by the Lender shall, after the advance and until the Lender is reimbursed, bear interest at the mortgage rate until paid.

25.) COMMITMENT FEE

$ 309,470.

As evidence of good faith, you agree to pay us a commitment fee of $~~340,000.00~~ with your acceptance of this Loan Commitment. This fee shall be fully earned by us when paid, but will be refunded to you upon and as consideration for advancing of the funds contemplated under the Commitment provided the advance is complete by date set out in the Funding Clause above. In the event this Commitment is cancelled by the Lender pursuant to the Cancellation Clause, the commitment fee shall be retained by the Lender as liquidated damages, and not as a penalty, without prejudice to the right of the Lender to claim such further and other damages as it may sustain by reason of the occurrence of any of the events detailed in the subparagraphs (a) and (b) of paragraph of Cancellation Clause. It is agreed that the commitment fee represents the reasonable costs of the Lender's work and expenses in underwriting this loan and that is not a penalty. In addition to the Commitment fee, in the event of cancellation of this Commitment and the Interest Rate has been fixed, the Lender shall be entitled to be paid by the Borrower an amount equal to the present value of the unadvanced portion of the Loan Amount multiplied by the Interest Rate Differential, multiplied by the number of years of the term of the mortgage as set out herein.

APPROVED
By ELVIRA DUBE at 10:33 am, 10/17/19

26.) LENDER'S APPLICATION FEE

The Lender's non-refundable fee for this loan will be $62,000.00. Such fee is deemed to have been earned by the issuance of this Commitment and is due and payable with the signed acceptance of same.
The Lender acknowledges receipt of same and the fee is now deemed earned.

27.) CANCELLATION OF COMMITMENT

This Commitment may be cancelled by the Lender, at its sole option, if:

a.) Due to failure of the Borrower or any Additional Guarantor, if any, to satisfy any of the conditions or requirements hereof; or

b.) The Borrower is in breach of any covenants, representations, or warranties herein.

Note: If an extension of this commitment is provided (at the Lender's option only), an extension fee will be required to compensate the Lender for loss of yield on the non-advanced portion of the loan to the extension date. As the rate has not been set, the fee will be based upon the RBC prime lending rate for the term of the extension, but in any event not less than $1,000.00.

28.) PROCEEDS OF CRIME (MONEY LAUNDERING) AND TERRORIST FINANCIAL ACT

Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act"), the Lender is required to ask for identification of the Borrower, the Additional Guarantors and any third party involved in the transaction, and for information with respect to the source of funds used in connection with the Borrower's equity in the Property. The Borrower and each Additional Guarantor hereby covenant and agree to provide, prior to funding, such identification and information as may be reasonably required to ensure the Lender's compliance with the Act.

The Borrower shall complete the attached Appendix 'C' Loan Information Form including, without limitation, the requisite confirmation of the source of the

Borrower's downpayment as described in the Appendix to the Schedule, if the Loan is financing a purchase.

The Lender acknowledges that the above information is not required if the beneficial owner of the Borrower is a Canadian public company or Canadian registered pension plan.

29.) ACKNOWLEDGEMENT AND PRIVACY ACT CONSENT

The Borrower acknowledges that any personal information requested by the Lender may be disclosed to the investor client, or third party agents of the Lender if required for legitimate purposes connected to the administration of this mortgage.

Note: In order to properly administer this mortgage, we require that the Attached Schedules be signed at the time of execution of this Commitment.

The Borrower(s) hereby jointly and severally acknowledge and agree that the Lender may collect, use, and maintain the personal information contained herein and as may be contained in any mortgage application forms and in any other documents or statements presented in support of this loan, about the Borrower(s) and the subject mortgage, for the purposes of (i) to determine your financial situation; (ii) to determine your initial and ongoing eligibility for mortgage services; (iii) to administer or service your mortgage; (iv) to arrange for and in connection with the financing of our mortgage business; and (v) as otherwise necessary for the provision of mortgage services. Borrower(s) further jointly and severally agree that the Lender may disclose the personal information contained herein and as may be contained in any mortgage application forms and in any other documents or statements presented in support of this loan about the Borrower(s) and the subject

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mortgage, to (i) credit bureaus, credit reporting agencies, mortgage insurers and financial institutions to confirm your financial situation and your initial and ongoing eligibility for mortgage services; (ii) persons retained to administer or service your mortgage for the purpose of such administration or servicing; (iii) persons (or their permitted assignees) involved in the financing or securitizing, or facilitation of the financing or securitizing, of our mortgage business for the purpose of their providing or facilitating such financing or securitizing (which may include the administration for servicing of your mortgage by them or their agents); and (iv) other persons as necessary for the provision of mortgage services to you.

This consent shall inure to the benefit of any assignee of this mortgage in due course. This consent shall be the Lender's and any assignee's good and sufficient authority for its collection, use, maintenance and disclosure of the Borrower(s)' personal information provided herein about him/her/them is accurate and correct in all material respects. Any updates or corrections to the Borrower(s)' personal information and any questions or issues regarding the collection, use, maintenance or disclosure or the Borrower(s)' personal information hereunder must be made in writing, addressed to:

Addenda Capital Inc.
1920 College Avenue, Main East
Regina, Saskatchewan S4P 1C4
Or to such other address and contact as the Lender or any assignee may advise.

30.) STANDARD REPRESENTATIONS AND TERMS

The Appendix 'A', "Standard Clauses and Terms of Commitment", forms part of this Commitment, as well as the attached Schedules and may be enforced or waived only by the Lender. Waiver of any of the Standard Clauses and Terms of Commitment shall not affect any other terms of this Commitment, or constitute a waiver of any of the Borrower's obligations.

Our commitment to make this loan will not become effective until you acknowledge acceptance of all terms and conditions by signing a copy of this letter and returning it to this office by not later than 4:30 p.m., October 16, 2019 together with a cheque in the amount of $309,470.00, representing the commitment fee.

Best Regards,

ADDENDA CAPITAL INC.
Regina Office

Elvira Dube

Mrs. Elvira Dube
SVP, Mortgages (306-347-6445)

(Acceptance completed on next page)

ACCEPTANCE

The foregoing Commitment and all the terms and conditions are hereby accepted by us this 16th day of OCTOBER, 2019.

BORROWER
Dov (495 Richmond) Limited

Per: ______________________

Per: ______________________

GUARANTORS:

Note: to be determined and upon approval - Guarantors to confirm acceptance of the terms of the commitment letter.

APPENDIX A

STANDARD CLAUSES AND TERMS OF COMMITMENT

1.) SALE OF PROPERTY

Any change of ownership (beneficial or otherwise) or control of the Borrower, or any change of ownership (beneficial or otherwise), control, transfer or sale of the Property, or part thereof, or that of any person or entities providing covenants to this loan, any change in the effective voting control of the Borrower; or the Borrower amalgamates or mergers without the Lender's prior written consent which consent shall not be unreasonably withheld, shall at the discretion of the Lender, constitute a default under this loan and the loan shall become immediately due and payable. The foregoing will not apply to transfers between beneficial owners or any change in ownership or voting control of the Borrower which is affected in connection with such transfers. The Lender may require as one of the terms for giving consent that the purchaser shall execute an Assumption Agreement in the Lender's favour. * having an ownership interest of 25% or more and is

APPROVED
By ELVIRA DUBE at 10:33 am, 10/17/19

The Borrower will provide reasonable notice to the Lender of any anticipated or impending transaction which would require the consent of the Lender under this Section. The Borrower will also provide such reasonable information as the Lender may require determining whether or not to grant its consent thereto.

2.) SOLICITORS

Steven Pearlstein of Minden Gross LLP (spearlstein@mindengross.com **or 416.369.4142)** shall be used to draw the security documentation and any other documents related to this transaction and to disburse advances. All investigations and registrations shall be to the satisfaction of us and our solicitors prior to each advance. All legal costs of our solicitors related to this transaction shall be payable by you and may be deducted from the loan proceeds and shall be paid by you directly to our solicitors in the event this transaction does not proceed to an initial funding under the mortgage.

The Borrower and Guarantors shall execute such documents, including the mortgage and other security agreements reasonably required to be executed by them, in form and to contain provisions protecting the Lender's rights as our solicitors shall reasonably require. Notwithstanding the generality of the foregoing, our solicitors shall be furnished with any affidavits, financial statements, tenant estoppel certificates, acknowledgements, directions, and other information relating to the mortgaged Property (or income thereof), including corporate opinions of the solicitor for the Borrower indicating full compliance with all the representations and conditions as provided herein as either the Lender or its solicitors shall reasonably request.

Borrower's Solicitor:

Name: David Kutner
Firm: Minden Gross LLP
Phone No: 416-369-4113 Email dkutner@mindengross.com

Note: All Parties have agreed to waive conflict as both parties are utilizing the services of the same firm (albiet different solicitors) However, should there be an unresolvable issue, the Lender will seek outside counsel with all reasonable costs to be the responsibility of the Borrower.

3.) CANCELLATION OF ADVANCE

If all or a portion of the loan amount is advanced into our solicitor's trust account as the result of a written request or concurrence of the Borrower or their solicitor and are not subsequently disbursed for any reason, then the Borrower shall pay to the Lender interest accrued on the amounts so advanced to our solicitor at the rate provided in the mortgage. If, pending disbursement of the advance, the Lender's solicitors place the monies in an interest bearing deposit, any interest accruing from such deposit will be credited to the Borrower after payment has been made to the Lender of the interest required by this paragraph.

4.) PLAN APPROVAL (waived with Title Insurance)

It is a condition of the loan and the disbursement of the funds that the existing land and building complies with all federal, provincial and municipal provisions and governmental and regulatory authorities and there shall be no other work orders or notices of deficiencies whatsoever against the Property.

5.) ZONING AND USE (waived with Title Insurance)

We shall require evidence that the lands are zoned for the use intended and that the Property complies with all current zoning regulations.

6.) LICENSING IN COMPLIANCE WITH ALL LAWS AND REGULATIONS

As a condition of the Commitment, the loan documents shall provide that the mortgage properties are to be operated at all timed in accordance with all applicable laws and ordinances, whether municipal, county, provincial or federal, including the compliance in full with any legislation and regulation in respect of the handicapped. A default by a tenant in this regard shall not be a default under this commitment or any loan documents so long as the Borrower after becoming aware of any such default is diligently endeavouring to cause the tenant to remedy such default.

7.) SURVEY (Waived with Title Insurance)

A survey together with a Survey Certificate prepared by a registered Land Surveyor approved by the Lender in respect to the lands is to be furnished to us at your expense. Such survey is to be satisfactory to us and, without limiting the generality of the foregoing, is to show:

- the boundaries and dimensions of the lands;
- the location of the building(s) and any other improvement on the lands;
- the names and municipal block numbers of adjacent street;
- location of all registered easements, right-of-way, etc.;
- no encroachments by or onto the project lands.

8.) CRA CLEARANCE CERTIFICATE*(Waived with Title Insurance)*

A Clearance Certificate from CRA for the last pertinent filing year for the Borrower verifying that the Borrower is not in debt to CRA as of the date of the Certificate. If a Clearance Certificate is not available, the Lender, as its option, may accept a copy of the Notice of Assessment for the same applicable year.

9.) FINANCIAL INFORMATION

a.) Until the repayment of the Loan, the Borrower shall provide the Lender, within 120 days after the end of each fiscal year for the Borrower, or within 120 days after the end of each calendar year, if applicable or If the Borrower is an individual, or more often if requested by the Lender, a financial statement of the Borrower including a separate income and expense statement for the Property, an operating statement and an updated rent roll containing relevant lease terms for the Property, all satisfactory to the Lender in form and content.

b.) The Borrower shall further cause each Additional Guarantor to provide, in the case of corporate Additional Guarantors, a financial statement within 120 days after the end of each fiscal year of each corporate Additional Guarantor, or more often if requested by the Lender, and, in the case of each individual Additional Guarantor, a personal net worth statement within 120 days after the end of each calendar year, (or more often if requested by the Lender), such statements to be in form and content satisfactory to the Lender. Non-receipt after one reminder will be subject to an administration fee.

c.) The Borrower authorizes, and shall, if required by the Lender, cause each Additional Guarantor to authorize, the Lender to obtain such financial information as the Lender may require. If the Borrower does not provide information as noted and more than one reminder letter is required, an administration fee will be due and owing.

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10.) <u>ADDITIONAL EVENTS OF DEFAULT</u>

The following shall represent events of default under the mortgage subject to such cure provisions contained therein:

a.) An event of default shall occur if the project is abandoned for a period exceeding fifteen consecutive days and the Borrower fails to rectify the abandonment within fifteen days after the notice has been given by the Lender to the Borrower;

b.) Failure to comply at all times with the terms and conditions of this Commitment and security documentation;

c.) Failure of the Borrower to perform and do all such things that is necessary to reasonably maintain the Property;

d.) The creation of any encumbrance ranking or purportedly ranking ahead of or pari passu with the charge to be held by the Lender except as contemplated herein;

e.) Any material deterioration in the opinion of the Lender in the financial condition of either the Borrower, or in the value of the Property;

f.) Failure to make any principal and/or interest payments as required;

g.) Failure to pay property taxes as required.

11.) <u>UNREMEDIED DEFAULTS</u>

In the event of a default or unremedied default, the Lender may:

a.) Demand payment of the subject loan and/or commence foreclosure proceedings.

b.) Appoint a Receiver, attorn rents, take possession of the asset charged and pursue all or any remedies under the law.

12.) <u>NOTICE</u>

Any notice shall be considered given if served personally, or if mailed by prepaid registered post or couriered, addressed to us at the address shown on the face of this Commitment, and in the case of the Borrower, at the address indicated in this letter or be electronic transmission and every such notice shall be deemed to have been given upon the day it was personally served, or if mailed/couriered upon the second business date after it was mailed/couriered or if sent by electronic transmission on the date of transmission if the date of transmission is a business day and is received on or before 5 :00 pm. Otherwise, it will be deemed to have been received on the first business day thereafter. Each party may designate in writing a substitute address for that set forth above and which thereafter notice shall be directed to such substituted address.

13.) **BORROWER'S REPRESENTATIONS**

If at any time before the advance of funds there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made to us by you or on your behalf, concerning the project or yours or the Guarantor's financial conditions and responsibility, then we shall, if the material discrepancy or inaccuracy cannot be rectified or nullified by you within thirty days of written notification from us, be entitled to immediately withdraw and cancel our obligations or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be immediately due and payable.

14.) **MATERIAL CHANGE**

It is a condition for disbursement of funds that in the Lender's opinion the financial position of the Borrowing Company and/or the Guarantors, and the Property given as security, and the Borrower's representations and warranties, shall not have suffered any material adverse change; nor shall there be any action, suits, or pending proceedings of which the Borrower has knowledge; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged property or the financial position of any of the Guarantors.

15.) **NON-MERGER**

Your obligations contained in the Commitment (and to the extent that those obligations are not repeated in the mortgage and other security referred to in this letter) shall survive the execution and registration of the mortgage and other security documentation and all advances of funds under the mortgage, and you agree that those obligations shall not be deemed to be merged in the execution and registration of the mortgage and other security. All terms and conditions of our mortgage and other security documentation shall be deemed to be incorporated in and form part of this Commitment, except to the extent provided for in this letter. Should there be any conflict between the terms of this Commitment Letter and the registered security documentation, this letter will take precedence.

16.) **NO FURTHER ENCUMBRANCES**

The Borrower shall not, without the Lender's Prior written approval, which may be withheld in its sole discretion, further charge or otherwise encumber the Property or any interest therein subject to an operating line of up to $1,000,000.00.

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17.) NO AGENCY

The Borrower acknowledges that the Lender is not acting as the Borrower's agent or otherwise in any fiduciary capacity in relation to the Borrower in connection with this loan.

18.) WAIVER

The Lender's failure to insist upon strict performance of any obligation or covenant of this Commitment by the Borrower or to exercise any option or right herein shall not be a waiver for the future of such obligations or covenant, but the same shall remain in effect and the Lender shall have the right to insist upon strict performance by the Borrower of any and all of the terms of this Commitment and the mortgage documentation.

19.) MORTGAGE REGISTRATION

Neither preparation nor registration of any of the documents contemplated shall bind the Lender to advance funds until all conditions of this letter have been satisfied by the Borrower.

20.) INTERPRETATION OF CONTRACT

This agreement shall be interpreted in accordance with the laws of the Province in which the project is located and shall be treated in all respects as a contract of that province.

21.) ASSIGNMENT OF COMMITMENT

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

22.) ADVANCE CONDITIONS

All conditions of the obligations of the Lender to make advances are imposed solely for the benefit of the Lender and its assigns (and/or its investor client) and any or all of such conditions of the obligation of the Lender to make advances, may be waived in whole or in part at any time in its discretion it deems it advisable to do so.

23.) RECEIPT OF FUNDS

Any receipt of funds from the Borrower must be received by 11 am (Saskatchewan Time) on a business day, or it will be deemed for the calculation of interest to have been received on the next business day.

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24.) UNDERLYING CONDITIONS

During the tenure of this loan, the Borrower shall subject to rights of tenants:

a.) Allow the Lender and its agents reasonable access to the property held as security at all times.

b.) Provide the Lender with the right but not the obligation to pay any liens, claims or expenses associated with the Property that the Lender feels are necessary to preserve his interest in the property and to provide the Lender with the right to consider all such payments as a debt of the Borrower.

c.) Perform all necessary acts to as required by law to maintain the Property in a satisfactory manner.

d.) Ensure that the Property held as security is not further encumbered by a financial loan without the prior written consent of the Lender. The foregoing shall not apply to notices of lease of any tenant of any part of the Property.

e.) Authorize and consent to such credit investigations as the Lender feels is necessary.

25.) SUCCESSORS AND ASSIGNS

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

26.) TIME OF ESSENCE

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

27.) AMENDMENTS TO COMMITMENT

No term or condition of this Commitment can be waived or varied orally by any officer, employee or agent of the Lender. Any amendments to this Commitment must be in writing and signed by an officer of the Lender, duly authorized for this purpose.

28.) ENVIRONMENTAL MATTERS

a.) A warranty and representation in form satisfactory to the Lender that to the best of their knowledge and relying on the Environmental Audit, the Property and its existing prior uses comply with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation of the Property (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

i. the property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;

ii. all hazardous substances used in connection with the business conducted at the Property have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws.

iii. no hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the property as a result of the conduct of business on the Property; and

iv. no notices of any violation of any matters referred to above relating to the property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgements outstanding, no law suits, claims, proceedings, or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Property nor is there any basis for such law suits, claims, proceedings, or investigations being instituted or filed.

b.) For the purposes of this Commitment letter, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to the Environmental Protection Act or any applicable Environmental Law. It shall be an event of default under the loan if the foregoing representation and warranty shall be false or misleading at the time given.

c.) The Borrower further acknowledges and agrees to:

i. Provide the Lender with copies of all communication received from environmental agencies with respect to the Property, whether written or verbal.

ii. Provide the Lender with copies of all communications received by any person relating to an environmental claim, whether written or verbal.

iii. It shall become an event of default if at any time the Property is designated as a contaminated site or non-compliance with an environmental requirement (such as remediation order).

iv. The Borrower shall provide an Environmental Indemnity to the benefit of the Lender. Said Indemnity shall survive the repayment

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and discharge of the loan. A separate Environmental Indemnity Agreement may be required at the Lender's option

v. The Lender shall have the right, before and after default, to enter the Property at any time to carry out any environmental investigations which are deemed necessary, beyond a Phase I investigation, which involves more intrusive tests such as boreholes for soil and water samples. The cost of any such further investigation shall be payable by the Borrower and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee to be in possession, management or control of the said lands and buildings.

APPENDIX B

INSURANCE REQUIREMENTS

A - GENERAL CONDITIONS:

1. All insurance policies shall be in form and with insurers reasonable acceptable to Addenda Capital Inc. Deductibles, where used, will be allowed only as they may be reasonable acceptable to Addenda Capital Inc.

2. The Mortgagor will provide Addenda Capital Inc. with satisfactory evidence that the required insurances are in place.

3. All losses will be payable to Addenda Capital Inc. as First Mortgagee and the policies will include an Insurance Bureau of Canada Standard Mortgage Clause.

4. If there is currently a First Mortgagee on the property, then Addenda Capital Inc. will show as Mortgagee and Loss Payee as their interest may appear, until the insurer has received release of interest from the prior lender at which time the policies will be endorsed to show Addenda Capital Inc. as First Mortgagee and Loss Payee.

5. The mortgagor shall be a Named Insured on all policies.

6. The policy shall contain a clause that the Insurer will neither terminate nor alter the policy to the prejudice of Addenda Capital Inc. except by registered letter to Addenda Capital Inc. giving notification of at least thirty (30) days. The Mortgagor will replace any terminated policy providing similar coverage with no cessation in coverage.

   Such notice clause shall not be modified by such phrases as "endeavour to" or "but failure to provide such notice shall impose no obligation or any liability of any kind upon the company".

7. All coverages shown are the minimum requirements and are not intended as a recommendation or advisement of what may constitute full and proper coverage for the Mortgagor.

B - PROPERTY INSURANCE:

The Mortgagor will insure and keep insured the improvements and all insurable Property forming part of the mortgaged Premises, in an amount not less than the Replacement Cost thereof:

1. On an All Risk basis, including:
   a. Flood,
   b. Earthquake,
   c. Sewer Backup,
   d. Blanket Building By-laws.

2. Subject to the Stated Amount Co-insurance Clause or such similar condition and shall in this regard file all documentation necessary as required under this clause.

3. Coverage is to be subject to a Replacement Cost Endorsement with no requirement to replace on the same or an adjacent site. (Replacement cost to be determined by an appraiser or the insurance agent).

C- EQUIPMENT BREAKDOWN INSURANCE (BOILER AND MACHINERY):

The Mortgagor will also maintain Equipment Breakdown insurance to cover all building equipment and machinery (and production machinery, if applicable) for explosion, electrical loss or damage and mechanical breakdown.

D - BUSINESS INTERRUPTION INSURANCE:

The Mortgagor will effect and maintain Business Interruption Insurance on one of the forms known as Gross Rents or Profits (whichever shall be applicable), or their equivalent, for loss resulting from those perils covered by the insurance described above in Sections (A) and (B). The period of indemnity will not be less than twelve months. The coverage will provide for not less than 100% of such loss of profits or gross rents.

E - LIABILITY INSURANCE:

The Mortgagor will effect and maintain Public Liability Insurance in an amount of not less than $5,000,000.00 per occurrence, on either a Comprehensive General Liability or Commercial General Liability form. Mortgagee is to be named as 'Additional Insured'.

All insurance policies must be forwarded to our insurance consultants, for their review and comments upon acceptance of this Commitment.

The Lender's insurance consultants will review the insurance policies. Such cost shall be for the account of the Borrower and will therefore be deducted from the initial advance of funds under this loan.

PROINCON LIMITED
300 - 570 Portage Avenue
Winnipeg, Manitoba R3C 0G4
Ph. 204-953-6222 Fax 204-953-6220

Borrower's Insurance Agent
Name: SEAN ANDERSON, EASTBROOK CASSIE & ANDERSON

Address: 1867 Yonge Street, Toronto ON M4S 1Y5

Phone No. ____________ Fax No. N/A Email: SEANA@FCAINSURANCE.COM
416 486 1421
Ext 237

APPENDIX C

ADDENDA CAPITAL LOAN INFORMATION FORM

Please complete the following section in full.

A. Proposed Borrower:

Borrower Name: DOV (495 RICHMOND) Limited

Principal Business Address: 3625 DUFFERIN St, STE 107
TORONTO ON M3K 1N4

Principal Contact Name and Title: SHMUEL ZIMMERMAN

Email Address: SZIMMERMAN@DOVCAPITAL.COM

Phone Number: (416) 633 8108

Accounting Dept. Contact Name and Title: JERRY FRIEDBERG

Email Address: JFRIEDBERG@DOVCAPITAL.COM

Phone Number: (416) 633 8108

Borrower Entity Type:

☒ Corporation	☐ General Partnership
☒ Nominee (i.e. Bare Trust)	☐ Limited Partnership
☐ Trust	☐ Not-for-Profit
☐ Individual	☐ Other

To-be formed (Yes/No): N **Date Formed:** SEPTEMBER 18, 2019

Province of organization: ONTARIO

If Borrower is a Nominee, who is the Beneficial Owner? 495 RICHMOND Limited Partnership

List of all individuals that have a 25% or more interest* in the Borrower:

Name	Address	Occupation	% Interest
1) DOV 495 RICHMOND LIMITED Partnership			67.20
2) 495RR Limited Partnership			32.80

*Interest is defined as direct or indirect ownership of the Borrower through any entity or combination of entities.

1) ADDRESS: 3625 DUFFERIN St, SUITE 107 TORONTO ON M3K1N4

2) Address: 500 LAWRENCE AVE WEST P.O. BOX 54100 TORONTO ON M6A. 3B7.

N

Please attach a current diagram of the Ownership Structure (Org Chart)

If the Borrower is a <u>Trust</u>, what is the type of Trust: ☐Discretionary ☐Non-discretionary

If the Trust is Non-discretionary, please list below the following:

Trustee(s)

Name	Home Address
N/A	

Trust Settlor(s)

Name	Home Address
N/A	

Trust Beneficiary(ies) please do not disclose the names of any minors

Name	Home Address
N/A	

If the Borrower is a <u>Not-for-Profit</u>, is the entity a registered charity with Canada Revenue Agency? ☒No ☐ Yes

If Yes, please provide the CRA Registration # ____________________

B. Source of Down Payment (for Purchase transactions only) **

Amount of Equity: $ SEE SPREADSHEET ATTACHED.

Source of Equity: ____________________ (attach supporting documentation)

Is there any other debt that will be used as a source of financing? ☒ No ☐ Yes

Amount of Other Debt: $____________________

Source of Other Debt: ____________________ (attach supporting documentation)

**** Source of Down Payment**
The Borrower must provide evidence of the equity it is contributing to the property. This can take form of a firm commitment to finance another property, an agreement of purchase and sale in respect of another property together with Solicitor's confirmation of receipt and amount of the proceeds of such sale or financing, three months' bank statement showing equity in the Borrower's bank account, audited balance sheet and other similar documentation.

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Documentation for other sources of debt include copy of the mortgage or loan agreement clearly stating the loan amount, term, amortization, interest rate, payment type, maturity date and prepayment options.

C. Politically Exposed Persons (PEP) or Head of an International Organization (HIO)

Do you, your spouse, common-law partner, child, mother, father, brother, sister, half-brother, half-sister, spouse's or common-law partner's father or mother, close association for personal or business reasons, hold or has held an office or a position as a: a) head of state or head of government; b) member of the executive council of government or member of legislature; c) deputy minister or equivalent rank; d) ambassador or ambassador attaché or counselor; e) military general (or higher rank); f) president of a state-owned company or bank; g) head of a government agency; h) judge; i) leader or president of a political party represented in a legislature; j) mayor; or k) HIO?

☒ No ☐ Yes, the account opening is conditional on Addenda Capital's authorization.

D. Judgments, Liens or Lawsuits

Are there any judgments, liens or lawsuits outstanding or pending against the Borrower, the beneficial owner if different from the Borrower, any Additional Covenantor or any of their principals or affiliates or has there been any adverse judgment issued against any of the foregoing within the last 3 years?

☒ No ☐ Yes (If yes, please describe and attach supporting documentation).

____

E. Bankruptcy

Have any bankruptcies been filed by or against the Borrower, the Property, the beneficial owner if different from the Borrower, any Additional Covenantor or any of their principals or affiliates?

☒ No ☐ **Yes (If yes, please describe and attach supporting documentation).**

____

F. Proposed Property Manager (after Loan Closing)

Will the property be self-managed? Yes X No ______

Management Co: DON CAPITAL MANAGEMENT Limited

Address: 3625 Dufferin St. Suite 107 Toronto ON M3K 1N4

Phone Number: (416) 633 8108 Email: struss@doncapital.com

NY

Personal Information Legislation - CLIENT CONSENT

Client Consent in accordance with the *Personal information protection* Act

The client confirms having read the following text "Personal Information Legislation - Client Consent" and agrees to abide by it: I hereby consent that Addenda Capital Inc. (hereby known as "Addenda") collects and records from any entity or person the required information pertaining to this document. I may request from Addenda to provide me with the information collected in order to make the appropriate modifications, if any, as well as obtain a copy of the information collected for a reasonable cost. I hereby consent that any entity or person can provide Addenda with any requested information. I hereby consent that Addenda may transmit the information to any entity or any person affected by this document, to any entity or any person providing services to Addenda in relation to this document, as well as to any entity or any person as required by law. These consent agreements are also applicable for information previously included in any closed or inactive files. The also apply to the modification, extension or renewal of any duties or obligations resulting from this document. I hereby consent that Addenda collects and utilizes as prescribed by applicable laws, the personal information concerning me for its own purposes and for the purposes on any other firm associated with Addenda in order to provide me with reports, financial analyses, recommendations and general information on products and financial services that may be useful to me.

Declaration

By signing this Information Form, the undersigned certifies that the information provided herein is true and complete.

BORROWER:

Name (print): STEVEN RURY Title: P.S.O

Signature: Date: Sept 30. 2019

SCHEDULE 'B'

NOTICE TO INSURANCE AGENT

Re: 495 Richmond Road, Ottawa, ON

To Whom It May Concern:

Approval is being given to release any information verbally or in document form as requested by Addenda Capital Inc. or its designated agent regarding all insurance requirements for the above-noted property. This is including but not limited to certified copies of Insurance Policies, Certificated of Insurance, or Binder Letters.

This approval will remain in full force and effect until the mortgage is paid in full.

Dated this 30th day of September, 2019.

BORROWER:

Dov (495 Richmond) Limited

Per : ____________________

Per : ____________________

M

SCHEDULE 'C'

PROPERTY TAX INFORMATION RELEASE

I/We hereby authorize the City of Ottawa Property Tax Department to release all information relevant to taxes levied against the following property to Addenda Capital Inc., the mortgagee, as required:

Property Address

495 Richmond Road, Ottawa, ON

Dated this 30th day of September, 2019

BORROWER:

Dov (495 Richmond) Limited

Per : ______________________

Per : ______________________

SCHEDULE 'D'

ADDENDA CAPITAL INC.
PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

I/we authorize Addenda Capital Inc., and the financial institution designated (or any financial institution I/we may authorize at any time) to begin deductions for monthly mortgage payments.

I/we agree to the following conditions of this plan:

1) Monthly mortgage payments will be drawn on or about the mortgage due dates.

2) Addenda Capital Inc. will provide at least 5 days advance notification of any changes to the monthly PAD amount that may result from tax component adjustments, or any other payment adjustments that may be necessary.

3) Should the PAD payment be returned due to non sufficient funds (NSF) or dishonoured for any reason, Addenda Capital Inc. will process an NSF Fee and applicable Late Charge PAD payment within 30 days of being notified of the dishonoured PAD.

4) This authorization may be cancelled at any time subject to providing Addenda Capital Inc. thirty (30) days written notice. A cancellation form may be obtained from my/our financial institution or by visiting www.cdnpay.ca. Cancellation of this authorization shall not be construed as a modification of the provisions of the mortgage.

5) I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with the terms of this PAD Agreement. To obtain more information on my/our recourse rights I/we may contact my/our financial institution or visit www.cdnpay.ca.

PLEASE PRINT:
Mortgage Loan #______________

Mortgagor: ____

Account Holder Name: ____________________________________
(if different from mortgagor)

This is a personal PAD under CPA rules

Financial Institution Number: _______ Account Number: __________
Transit Number: _______

Name of Financial Institution: _____________________________________

Address of Financial Institution: ___________________________________

____

____

PLEASE ATTACH VOID CHEQUE

(signatures on next page)

Authorized Signature

Date

Authorized Signature (Joint Account)

Please submit to: **Addenda Capital Inc. 1920 College Avenue, Regina, Saskatchewan S4P 1C4**
Tel: 306-347-6702, Fax: 306-347-6844

SCHEDULE 'E'
LEASING SUMMARY

LEASE SUMMARY / RENT ROLL						
TENANT NAME	MAJOR TENANT	SQUARE FEET	BASE RENT	VALUE SQ/FT	START DATE	EXPIRATION DATE
CSEP	N	4,125	76,312.50	18.50	12/01/2019	11/30/2029
IMI_MATERIAL_HANDLING_LOGISTIC	N	6,959	125,262.00	18.00	08/01/2019	07/31/2026
CAPHC	N	2,597	46,746.00	18.00	08/01/2019	07/31/2026
CIHI	N	91,681	1,833,620.00	20.00	05/01/2005	08/31/2025
TOTAL		105,362	2,081,940.50	74.50		

BORROWER
Dov (495 Richmond) Limited

Per: ______________________

Per: ______________________

SCHEDULE 'F'

PROPERTY TAX DEPOSIT WAIVER

Addenda Capital Inc. is prepared to waive the collection of monthly property tax deposits subject to the following:

1. Prompt payment of mortgage instalments when due;
2. Property tax receipts as evidence of payment and/or written confirmation from the City Property Tax Department and/or receipt of cancelled cheques confirming payment of taxes being submitted to our office within thirty day of each tax instalment due date;
3. There being no default of any nature or kind under the Mortgage Loan; and
4. Authorization for the property tax authority to release all information relevant to taxes to Addenda Capital Inc. as required.

The above arrangement will not extend to any subsequent owner and is made without prejudice to any of the other terms or conditions of the Mortgage.

Please be advised that any charges incurred by Addenda Capital Inc. in verifying payment of property taxes will be charged to your mortgage along with an administration fee. It is, therefore important that evidence of tax payments be submitted promptly.

It is further understood that this arrangement may be terminated by us upon reasonable notice in the event that the Borrower does not provide Addenda Capital with evidence of tax payments paid on time.

I/WE HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS, DATED THIS 16 DAY OF October, 2019

BORROWER

DOV (495 Richmond) Limited

Per: ____________________

Per: ____________________

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

Natasha Rambaran
LSO No. 80200N

ADDENDA
CAPITAL

March 17, 2026

Dov (495 Richmond) Limited
c/o Dov Capital Corporation
3625 Dufferin Street, Suite 107
Toronto, ON M3K 1N4

Dear Shmuel Zimmerman,

RE: Mortgage No.: 0101866
Mortgagor: Dov (495 Richmond) Limited
Property: 495 Richmond Road, Ottawa ON

The above mortgage matured on March 7, 2026, with an outstanding principal balance of $25,636,479.64 (after application of the installment on March 7, 2026). To provide more time for refinancing, we are pleased to offer a 6-month extension of the mortgage, to expire on September 7, 2026. This mortgage may be paid in full at any time during the extension period without penalty. The offer of extension is subject to the mortgage being up to date and in good standing.

The interest rate during the term shall be ***the sum of the Royal Bank of Canada Prime Lending Rate plus 2.00%, calculated and compounded monthly (30/360 day count), but in any event not less than 6.45%. The effective rate will be adjusted on the 1st payment date after a Prime Lending Rate change. The payments will be Interest Only.***

If, on the Maturity Date (i) the Loan Amount (including all obligations of the Borrower under the Mortgage, all other Security Documents and this Commitment) is not repaid in full; or (ii) the Borrower has not by or before maturity expressly agreed in writing to accept a written offer of renewal made by the Lender (without any obligation of the Lender to make such an offer of renewal), then the loan shall be deemed to be automatically renewed by agreement between the parties for a term of three (3) months commencing on the maturity date at an interest rate equal to Royal Bank of Canada Prime Rate (as hereinafter defined) plus 5% per annum, and shall be fully open for repayment by the Borrower without penalty or bonus.

For the purposes of this paragraph, "Royal Bank of Canada Prime Rate" means the annual rate of interest announced from time to time by Royal Bank of Canada during the period when interest based upon the Prime Rate accrues hereunder, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans made in Canada.

All other terms and conditions, will remain as recited in the original Commitment Letter and any side letters thereof, the original registered Mortgage documents and any renewals thereof.

An offer to extend your mortgage is subject to receipt and approval of the following:

- ***Receipt of the executed extension letter and extension fee.***
- ***2024 year end financial statements for 1263191 Ontario Limited, Ardarsan Holdings Limited, Dazco Family Holdings ULC and Friedman Family Foundation.***
- ***2025 year end financial statements for Sea Brim Investments Limited, AMJ London Consulting Corporation, Harvey Katz Holdings and Rolesco Management Limited.***
- ***2025, 2024 and 2023 year end financial statements Shutam Canada Inc.***

SJ

Acceptance of this offer will be signified by an authorized signatory of the Mortgagor and Guarantor(s) signing in the space provided below. A fully executed copy of this letter including the agreement to debit your account for $10,000.00 for extension fees (see below) is to be emailed to the sender t.moss@addendacapital.com by no later than **2:00PM EST on March 19, 2026.**

Sincerely yours,
ADDENDA CAPITAL INC.

Adam Kot
Vice-President and Head, Commercial Mortgages

(acceptance on next page)

ACCEPTANCE (please complete)

By signing below, I (we) authorize Addenda Capital to debit my (our) bank account on record for the one-time only amount of $10,000.00 representing the extension fee as indicated above.

We agree to an extension based on the above terms and conditions, this _______day of March, 2026.

BORROWER:

Dov (495 Richmond) Limited

Per: ____________________________

Per: ____________________________

BENEFICIAL OWNER(S):

Dov 495 Richmond GP Inc. in its capacity as General Partner of 495 Richmond Limited Partnership (the beneficial owner)

Per: ____________________________

Per: ____________________________

GUARANTOR(S):

1263191 Ontario Limited

Per: ____________________________

Per: ____________________________

Adarsan Holdings Limited

Per: ____________________________

Per: ____________________________

ACCEPTANCE (please complete)

By signing below, I (we) authorize Addenda Capital to debit my (our) bank account on record for the one-time only amount of $10,000.00 representing the extension fee as indicated above.

We agree to an extension based on the above terms and conditions, this _______day of March, 2026.

BORROWER:

Dov (495 Richmond) Limited

Per: ______________________

Per: ______________________

BENEFICIAL OWNER(S):

Dov 495 Richmond GP Inc. in its capacity as General Partner of 495 Richmond Limited Partnership (the beneficial owner)

Per: ______________________

Per: ______________________

GUARANTOR(S):

1263191 Ontario Limited

Per: ______________________

Per: Marc Gerofsky

Adarsan Holdings Limited

Per: ______________________

Per: ______________________

AMJ London Consulting Corporation

Per: ______________________________

Per: ______________________________

Dazco Family Holdings ULC

Per: ______________________________

Per: ______________________________

Dov Capital Corporation

Per: ______________________________

Per: ______________________________

The Friedman Family Trust

Per: ______________________________

Per: ______________________________

Harvey Katz Holdings Ltd.

Per: ______________________________

Per: ______________________________

Lindifam Realty Inc.

DocuSigned by:

Per: ______________________________

20B428370C22497...

Per: ______________________________

AMJ London Consulting Corporation

Per: ______________________________

Per: ______________________________

Dazco Family Holdings ULC

Per: ______________________________

Per: ______________________________

Dov Capital Corporation

Per: ______________________________

Per: ______________________________

The Friedman Family Trust

Per: ______________________________

Per: ______________________________

Harvey Katz Holdings Ltd.

Per: Harvey Katz

Per: ______________________________

Lindifam Realty Inc.

Per: ______________________________

Per: ______________________________

AMJ London Consulting Corporation

Per: ______________________

Per: ______________________

Dazco Family Holdings ULC

Per: ______________________

Per:

Dov Capital Corporation

Per: ______________________

Per: ______________________

The Friedman Family Trust

Per:

Per:

Harvey Katz Holdings Ltd.

Per:

Per:

Lindifam Realty Inc.

Per:

Per:

Rolesco Management Limited

Per: ______________________________

Per: ______________________________

Sea Brim Investments Limited

Per: ______________________________

Per: ______________________________

Shutam Canada Inc.

Per: ______________________________

Per: ______________________________

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

Natasha Rambaran
LSO No. 80200N

Properties

PIN	03971 - 0444 LT *Interest/Estate* Fee Simple
Description	FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 AS IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141
Address	495 RICHMOND ROAD OTTAWA

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	DOV (495 RICHMOND) LIMITED
Address for Service	3625 Dufferin Street, Suite 500 Toronto, ON M3K 1N4

I, Shmuel Zimmerman, Secretary, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name	ADDENDA CAPITAL INC.
Address for Service	1874 Scarth Street, Suite 1900 Regina, Saskatchewan S4P 4B3

Statements

Schedule: See Schedules

Provisions

Principal	$30,947,000.00	*Currency*	CDN
Calculation Period	Half-Yearly, Not in Advance		
Balance Due Date	2024/12/07		
Interest Rate	18% per annum		
Payments	$571,888.15		
Interest Adjustment Date	2019 12 07		
Payment Date	Seventh Day, Monthly		
First Payment Date	2020 01 07		
Last Payment Date	2024 12 07		
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor			

Signed By

Steven Ira Pearlstein	145 King Street West, Suite 2200 Toronto M5H 4G2	acting for Chargor(s)	Signed	2019 11 27

Tel 416-362-3711

Fax 416-864-9223

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

Submitted By

MINDEN GROSS LLP	145 King Street West, Suite 2200 Toronto M5H 4G2	2019 11 27

Tel 416-362-3711

Fax 416-864-9223

Fees/Taxes/Payment

Statutory Registration Fee	$65.05
Total Paid	$65.05

File Number

Chargee Client File Number : 4115410 (SIP/MK)

1.01 **PAYMENT PROVISIONS - BLENDED**

PROVIDED this Charge to be void on payment at the office of the Chargee at Toronto, Ontario of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) of lawful money of Canada with interest at 18% per annum calculated half-yearly not in advance, as well after as before maturity and both before and after default, on such portion of the principal money hereby secured as remains from time to time unpaid on the seventh days of June and December in each year until the principal is fully paid as follows:

With respect to interest payable up to and including the interest adjustment date, notwithstanding the foregoing, interest at the aforesaid rate on the amounts advanced from time to time shall be computed monthly from the date of such advances, and shall become due and be paid on the seventh day of December, 2019, (the “Interest Adjustment Date”).

PROVIDED that the Chargee may require the aforesaid interest on the principal advances from time to time, computed and calculated monthly from the date of such advance, to become due and payable in monthly instalments on the seventh day of the month following the first advance, and on the seventh day of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the Interest Adjustment Date. At the option of the Chargee, interest so due and payable may be deducted from any or all of such advances. Except for the rate of interest payable up to the Interest Adjustment Date, wherever in this Charge reference is made to "the rate of interest provided for in this Charge" or the "said rate of interest" or the "said rate", the rate of interest shall be deemed to be a reference to the said rate of interest calculated half-yearly not in advance.

NOTWITHSTANDING the foregoing, the Interest Adjustment Date, the date for commencement of the monthly instalments and the date for payment of the balance of the principal sum secured hereby, may, at the option of the Chargee, be changed, altered or varied, so that the Interest Adjustment Date shall be the seventh day of the month following the month in which the final advance on the principal sum is made by the Chargee (hereinafter sometimes referred to as the "revised date for adjustment of interest") and, in such event, the date for the first monthly instalment shall be the seventh day of the month next following the revised date for adjustment of interest and the date for payment of the balance of the principal sum secured hereby shall be the seventh anniversary of the revised date for adjustment of interest, and the Chargee shall be the sole judge of when the final advance has been made. After the Interest Adjustment Date, the said principal and interest shall be payable by monthly instalments of FIVE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND FIFTEEN CENTS ($571,888.15) each (which includes principal and interest) on the seventh day of each and every month in each and every year from and including the seventh day of January, 2020, to and including the seventh day of December, 2024, and the balance, if any, of the said principal sum and of the said interest shall become due and be payable on the date last mentioned.

THE AFORESAID monthly instalments FIVE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND FIFTEEN CENTS ($571,888.15) each when received are to be applied firstly to interest calculated as aforesaid on the principal sum from time to time unpaid, and the balance, if any, of the said monthly instalments shall be applied on account of and in reduction of the principal;

NOTWITHSTANDING the foregoing, in the case of default by the Chargor, the Chargee may then apply any payments received in whatever order it may elect as between taxes, interest, repairs, insurance premiums, any other advances or payments made by the Chargee hereunder, and the unpaid balance of the principal;

EXCEPT AS expressly set out herein to the contrary, no early prepayment of principal is permitted.

AND taxes and performance of Statute Labour; and payment of taxes as hereinafter set forth; and observance and performance of all covenants, provisos and conditions herein contained.

9.02 **COMPOUND INTEREST**

AND it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid in six (6) months from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

10.01 **DEFINED TERMS**

UNLESS OTHERWISE expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Charge:

(a) "**Charge**" means the Charge/Mortgage of Land to which these Standard Charge Terms are attached as a schedule or which refers to the filing number of these Standard Charge Terms, as the case may be, and all schedules attached to such Charge/Mortgage of Land, and all amendments thereto and replacements thereof from time to time;

(b) "**Chargee**" means all persons in whose favour this Charge is given and who is or are named in this Charge as Chargee;

(c) "**Chargor**" means all persons who have given this Charge and who have executed the same as Chargor;

(d) "**Costs**" includes all costs and expenses of every nature and kind whatsoever incurred by the Chargee or paid by the Chargee to any other party in connection with the protection and preservation of the Lands or any other security held by the Chargee, or for the purpose of preserving and maintaining the enforceability and priority of this Charge and any such other security, or in connection with any and all demands and enforcement proceedings of every nature and kind made or carried out by or on behalf of the Chargee under or pursuant to this Charge, and includes, without limitation, legal costs incurred by the Chargee on a solicitor and client scale;

(e) "**Commitment**" means each and every letter of commitment, loan approval, term sheet or other similar agreement establishing or pertaining to the loan secured by this Charge or pursuant to which this Charge has been given, and all amendments thereto and renewals or replacements thereof from time to time;

(f) "**Covenantor**" means any party to this Charge expressly defined as such and any and all persons who have directly, indirectly, as principal debtor or as surety covenanted to pay or guaranteed payment of the whole or any part of the amount or amounts secured by this Charge or which are owing under the loan facilities referred to in the Commitment or who have covenanted to perform or guaranteed performance by the Chargor of its obligations under this Charge or under the Commitment or under any security given in connection therewith;

(g) "**Hazardous Substance**" means any hazardous waste or substance, pollutant, contaminant, waste or other substance, whether solid, liquid or gaseous in form, which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance, immediately or in the future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing,

(i) any such substance as defined or designated under any applicable laws and regulations for the protection of the environment or any living thing;

(ii) asbestos, urea formaldehyde, poly-chlorinated byphenyl (PCB) and materials manufactured with or containing the same; and

(iii) radioactive and toxic substances;

(h) "**Lands**" means the lands, tenements, hereditaments and appurtenances and any estate or interest therein described in this Charge, and all buildings and improvements now or hereafter situate or constructed thereon, and all easements, rights-of-way and other appurtenances thereto, and all structures, additions, improvements, machinery, equipment, decorations and other fixtures of every nature and kind (whether or not affixed in law) attached thereto or placed, installed or erected thereon or used in connection therewith;

(i) "**Receiver**" means any receiver, receiver and manager, receiver-manager or trustee of the Lands as may be appointed from time to time by the Chargee pursuant to the provisions of this Charge or by any court of competent jurisdiction;

(j) "**Taxes**" means all taxes, rates, assessments, local improvement charges, levies, penalties and other charges imposed upon or in respect of the Lands by any governmental authority having jurisdiction.

10.02 **STATUTORY REFERENCES**

UNLESS expressly stipulated or otherwise required by the context, all references in this Charge to any federal, provincial or municipal statute, regulation, by-law, order, directive or other governmental enactment shall be deemed to be and construed as a reference to the same as amended from time to time.

10.03 **EXCLUSION OF STATUTORY COVENANTS**

THE IMPLIED COVENANTS deemed to be included in a charge under sub-section 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded and replaced by the terms hereof which are covenants by the Chargor, for and on behalf of the Chargor, with the Chargee.

10.04 **SHORT FORM OF MORTGAGES ACT**

IF ANY of the forms of words contained herein are substantially in the form of words contained in Column One of Schedule B of the Short Form of Mortgages Act, R.S.O. 1980, c. 474, and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the said Act was still in full force and effect.

10.05 **PROVISO FOR REDEMPTION**

PROVIDED this Charge to be void upon payment of the principal sum hereby secured, in lawful money of Canada, with interest as herein provided, Costs and taxes and performance of statute labour and performance of all covenants and agreements contained in this Charge.

10.06 **RELEASE**

AND the Chargor doth release to the Chargee all its claims upon the Lands subject to the proviso for redemption herein.

10.07 **ADVANCE OF FUNDS**

THE CHARGOR agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the monies hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby charged shall take effect forthwith upon the execution of this Charge by the Chargor, and the expenses of the examination of the title and of this Charge and valuation are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be charged hereby upon the Lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies herein shall be exercisable.

10.08 **CHARGOR'S COVENANTS**

THE CHARGOR covenants with the Chargee that the Chargor will pay the principal sum herein and interest and observe the proviso for redemption herein, and will pay as they fall due all Taxes and when required by the Chargee, shall transmit the receipts therefor to the Chargee;

THE CHARGOR further covenants with the Chargee that the Chargor will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of this Charge including, without limiting the generality of the foregoing, all servicing or other fees, costs or charges provided for herein; all insurance premiums; the amount paid for the supply of any fuel or utilities to the Lands; all costs, commissions, fees and disbursements incurred by the Chargee in constructing, inspecting, appraising, selling, managing, repairing or maintaining the Lands; all costs incurred by the Chargee, including legal costs on a solicitor and his own client basis, with respect to the Charge or the enforcement thereof or incurred by the Chargee arising out, of or in any way related to this Charge; any amounts paid by the Chargee on account of any encumbrance, lien or charge against the Lands and any and all costs incurred by the Chargee arising out of, or in any way related to, the Chargee realizing on its security by sale or lease or otherwise;

AND THAT THE CHARGOR has a good title in fee simple to the Lands and has good right, full power and lawful and absolute authority to charge the Lands and to give this Charge to the Chargee upon the covenants contained in this Charge;

AND THAT THE CHARGOR has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the Lands, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose; and free from all encumbrances except as may be permitted by the Chargee;

AND THAT THE CHARGOR will execute such further assurances of the Lands as may be requisite;

AND THAT THE CHARGOR will produce the title deeds and allow copies to be made at the expense of the Chargor.

10.09 **COMPLIANCE WITH LAWS AND REGULATIONS**

THE CHARGOR shall, in its ownership, operation and use of the Lands, promptly and at all times observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances, and regulations of every governmental authority or agency having jurisdiction with respect to the same, and further agrees at its cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

10.10 **CHANGE OF USE**

THE CHARGOR will not change or permit to be changed the existing use or uses of the Lands without the prior written consent of the Chargee.

10.11 **REPAIR**

THE CHARGOR will keep the Lands including the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, and the Chargee may, whenever it deems necessary, enter upon and inspect the Lands, and the cost of such inspection shall be added to the indebtedness secured hereunder, and if the Chargor neglects to keep the Lands in good condition and repair, or commits or permits any act of waste on the Lands (as to which the Chargee shall be sole judge) or makes default as to any of the covenants or provisos herein contained, the principal sum herein shall, at the option of the Chargee, forthwith become due and payable, and in default of payment thereof with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised forthwith and the Chargee may make such repairs as it deems necessary, and the cost thereof with interest at the rate aforesaid shall be added to the monies hereby secured and shall be payable forthwith and be a charge upon the Lands prior to all claims thereon subsequent to this Charge.

10.12 **ALTERATIONS OR ADDITIONS**

THE CHARGOR will not make or permit to be made any material alterations or additions to the Lands without the prior written consent of the Chargee, which consent may be withheld in the Chargee's sole discretion or may be given only subject to compliance with such terms and conditions at the cost of the Chargor as the Chargee may impose.

10.13 **LANDS INCLUDE ALL ADDITIONS**

THE LANDS shall include all structures and installations brought or placed on the Lands for the particular use and enjoyment thereof or as an integral part of or especially adapted for the buildings thereon whether or not affixed in law to the Lands including, without limiting the generality of the foregoing, piping, plumbing, electrical equipment or systems, aerials, refrigerators, stoves, clothes washers and dryers, dishwashers, incinerators, radiators and covers, fixed mirrors, fitted blinds, window screens and screen doors, storm windows and storm doors, shutters and awnings, floor coverings, fences, air conditioning, ventilating, heating, lighting, and water heating equipment, cooking and refrigeration equipment and all component parts of any of the foregoing and that the same shall become fixtures and an accession to the freehold and a part of the realty.

10.14 **HAZARDOUS SUBSTANCES**

THE CHARGOR represents, warrants, covenants and agrees that:

(a) each has not, and, to the best of their respective knowledge, information and belief after making due inquiry, no other person has, caused or permitted any Hazardous Substance to be placed, stored, located or disposed of on, under or at the Lands;

(b) they and their tenants, invitees and other occupiers of the Lands have, and will at all times, carry out all business and other activities upon the Lands in compliance with all applicable laws intended to protect the environment including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Substance;

(c) to the best of their respective knowledge, information and belief, no prior owner or occupier of the Lands has carried out any business and other activities upon the Lands other than in compliance with all applicable laws intended to protect the environment including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Substance;

(d) no order, direction, enforcement action or other governmental or regulatory action or notice, nor any action, suit or proceeding relating to any Hazardous Substance or the environment has been issued or is otherwise threatened or pending with respect to the Lands;

(e) each of the representations and warranties set out herein and in the Commitment shall remain true and accurate in all respects up to and including the date of the first advance of funds hereunder and thereafter until all amounts secured hereunder are paid in full; and

(f) the Chargee may delay or refuse to make any advance to the Chargor if the Chargee believes that any of the representations and warranties set out herein were not true and accurate when made or at any time thereafter.

THE CHARGOR shall permit the Chargee to conduct, at the Chargor's expense, any and all tests, inspections, appraisals and environmental audits of the Lands so as to determine and ensure compliance with the provisions of this paragraph including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Lands or the businesses and other activities conducted thereon at any time and from time to time.

THE CHARGOR agrees to indemnify and save harmless the Chargee and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, costs and expenses of any and every nature and kind whatsoever which at any time or from time to time may be paid or incurred by or asserted against any of them as a direct or indirect result of:

(a) a breach of any of the representations, warranties or covenants hereinbefore set out;

(b) the presence of any Hazardous Substance in, on or under the Lands; or

(c) the discharge, emission, spill or disposal of any Hazardous Substance from the Lands into or upon any land, the atmosphere, any watercourse, body of water or wetland;

and the provisions of all representations, warranties, covenants and indemnifications set out herein shall survive the release and discharge of this Charge and any other security held by the Chargee and repayment and satisfaction of the loan secured by this Charge.

10.15 **INSPECTION**

THE CHARGEE shall have access to and the right to inspect the Lands at all reasonable times.

10.16 **TAXES**

WITH respect to Taxes, the Chargor covenants and agrees with the Chargee that:

(a) The Chargee may deduct from any advance of the monies secured by this Charge an amount sufficient to pay all Taxes which have become due and payable during any calendar year.

(b) The Chargee may at its sole option estimate the amount of the Taxes payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such Taxes on the 1st day of each and every month during the term of this Charge commencing with the 1st day of the first full month of the term of this Charge. The Chargee may at its option apply such payments to the Taxes so long as the Chargor is not in default under any covenant or agreement contained in this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of Taxes more often than yearly. Provided however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before such payments have been so applied by the Chargee, there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payment of the principal and interest in default. If the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose.

(c) In the event that the Taxes actually charged in a calendar year, together with any interest and penalties thereon, exceed the amount estimated by the Chargee as aforesaid, the Chargor shall pay to the Chargee, on demand, the amount required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of credit held by the Chargee for Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear interest at the rate as provided for in this Charge until repaid by the Chargor.

(d) The Chargor shall transmit to the Chargee all assessment notices, tax bills, receipts and other notices pertaining to the imposition of Taxes forthwith after receipt thereof.

(e) The Chargor shall pay to the Chargee, in addition to any other amounts required to be paid hereunder, the amount required by the Chargee in its sole discretion for a reserve on account of future liability for Taxes.

(f) In no event shall the Chargee be liable for any interest on any amount paid to it on account of Taxes and the monies so received may be held with its own funds pending payment or application thereof as herein provided; provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.

(g) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting from any arrears of Taxes or any late payment of current instalments thereof, and at no time shall such penalties be the responsibility of the Chargee.

(h) In the event the Chargee does not collect payments on account of Taxes as aforesaid, the Chargor shall deliver to the Chargee: (i) property tax receipts as evidence of payment and/or written confirmation from the City Property Tax Department and/or receipt of cancelled cheques confirming payment of taxes being submitted to our office within thirty days of each tax instalment due date; and (ii) authorization for the property tax authority to release all information relevant to taxes to the Chargee, as required; failing which, the Chargee shall be entitled to charge a servicing fee for each written inquiry directed to such taxing authorities or the Chargor for the purpose of ascertaining the status of the Taxes together with any costs payable to such taxing authorities for such information.

10.17 **UTILITIES**

THE CHARGOR covenants that it will pay all utility and fuel charges related to the Lands as and when they are due and that the Chargor will not allow or cause the supply of utilities or fuel to the Lands to be interrupted or discontinued and that, if the supply of fuel oil or utilities is interrupted or discontinued, the Chargor will take all steps that are necessary to ensure that the supply of utilities or fuel is restored forthwith. It is specifically agreed that the failure to pay all fuel and utility charges as and when they are due or the interruption or discontinuing of the supply of fuel or utilities to the Lands shall constitute a default by the Chargor within the meaning of this Charge and in addition to all other remedies provided for herein, the principal sum of the Charge shall, at the sole option of the Chargee forthwith become due and payable.

10.18 **INSURANCE**

AND THAT the Chargor will insure and keep insured during the term of this Charge the buildings and other improvements on the Lands (now or hereafter erected) on an all-risks basis in an amount of not less than the greater of the full replacement value of the buildings located thereon from time to time, or the principal money herein, with no co-insurance provisions and with the Chargee's standard mortgage clause forming part of such insurance policy. The Chargor shall carry such liability, rental, boiler, plate glass and other insurance coverage as is required by the Chargee to be placed with such insurance companies and in such amounts and in such form as may be acceptable to the Chargee. All such policies shall provide for loss payable to the Chargee and contain such additional clauses and provisions as the Chargee may require. An original of all insurance policies and endorsements from the insurer to the effect that coverage has been bound and/or extended for a minimum period of at least one year and that all premiums with respect to such term of such coverage have been paid for in full, shall be produced to the Chargee prior to any advance and at least thirty (30) days before expiration of any term of any such respective policy, failing which the Chargee may provide therefor and charge the premium paid therefor and interest thereon at the aforesaid rate to the Chargor and any amounts so paid by the Chargee shall be payable forthwith to the Chargee and shall also be a charge upon the Lands and secured by this Charge. It is further agreed that the Chargee may at any time for the reasonable protection of its security require any insurance on the said buildings to be cancelled and new insurance effected with a company to be named by it, and also may, of its own accord, effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be forthwith payable to it, together with interest at the rate aforesaid by the Chargor (together with any costs of the Chargee as herein set out), and shall be a charge upon the Lands and secured by this Charge.

IN THE EVENT that the evidence of continuation of such insurance as herein required has not been delivered to the Chargee within the required time, the Chargee shall be entitled to a servicing fee for each written inquiry which the Chargee shall make to the insurer or the Chargor pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands, the Chargee, in addition to the aforenoted servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

IN THE EVENT of any loss or damage, the Chargor shall forthwith notify the Chargee in writing and notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any monies becoming payable pursuant to any insurance policy herein required, the Chargee may, at its option, require the said monies to be applied by the Chargor in making good the loss or damage in respect of which the money is received, or in the alternative, may require that any or all of the monies so received be applied in or towards satisfaction of any or all of the indebtedness hereby secured whether or not such indebtedness has become due. No damage may be repaired nor any reconstruction effected without the approval in writing of the Chargee in any event.

THE CHARGOR, upon demand, will transfer all policies of insurance provided for herein and the indemnity which may become due therefrom to the Chargee. The Chargee shall have a lien for the indebtedness hereby secured on all the said insurance proceeds and policies, and may elect to have these insurance monies applied as it may deem appropriate, including payment of monies secured hereby, whether due or not, but the Chargee shall not be bound to accept the said monies in payment of any principal not yet due.

10.19 **REMITTANCE AND APPLICATION OF PAYMENTS**

ALL payments of principal, interest and other monies payable hereunder to the Chargee shall be payable at par in lawful money of Canada at the Chargee's address for service as set out in this Charge or at such other place as the Chargee shall designate in writing from time to time. In the event that any of the monies secured by this Charge are forwarded to the Chargee by mail, payment will not be deemed to have been made until the Chargee has actually received such monies and the Chargor shall assume and be responsible for all risk of loss or delay.

NOTWITHSTANDING anything herein to the contrary, in the event of any default under this Charge, the Chargee may apply any payments received in whatever order the Chargee may elect as between principal, interest, realty taxes, insurance premiums, repairs, costs and any other advances or payments made by the Chargee hereunder.

10.20 **RECEIPT OF PAYMENT**

ANY payment received after 2:00 noon on any date shall be deemed, for the purpose of calculation of interest to have been made and received on the next bank business day and the Chargee shall be entitled to interest on the amount due it, to and including the date on which the payment is deemed by this provision to have been received.

10.21 **NO DEEMED RE-INVESTMENT**

EXCEPT in the case where this Charge provides for blended payments of principal and interest whether paid monthly or otherwise, the parties hereto agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder.

10.22 **PRE-AUTHORIZED CHEQUING PLAN**

PROVIDED that, if and when required by the Chargee, all payments made under this Charge by the Chargor, his heirs, executors, administrators, successors and assigns shall be made by a pre-authorized cheque payment plan as approved by the Chargee. The Chargee shall not be obligated to accept any payment other than payment made by pre-authorized cheque. Failure to make all payments by pre-authorized cheque shall be an act of default within the meaning of this Charge and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option.

10.23 **POSTDATED CHEQUES**

THE CHARGOR shall, if and when required by the Chargee, deliver to the Chargee upon the first advance of moneys hereunder or upon request and thereafter on each anniversary date thereof in each year for the duration of the term of this Charge, postdated cheques for the payments of principal, interest and estimated realty taxes required to be made herein during the twelve month period commencing on each such anniversary date. In the event of default by the Chargor in delivery to the Chargee of the postdated cheques as herein provided, this Charge shall be deemed in default and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option. In addition, the Chargee upon the Chargor's failure to deliver such postdated cheques as required hereunder shall be entitled to a servicing fee for each written request that it makes to the Chargor for the purpose of obtaining such postdated cheques. Any step taken by the Chargee hereunder by way of a request for further postdated cheques shall be without prejudice to the Chargee's rights hereunder to declare the Charge to be in default in the event that such postdated cheques are not delivered within the required time.

10.24 **DISHONOURED CHEQUES**

IN THE EVENT that any of the Chargor's cheques are not honoured when presented for payment to the drawee, the Chargor shall pay to the Chargee for each such returned cheque a servicing fee to cover the Chargee's administration costs with respect to same. In the event that the said cheque which has not been honoured by the drawee is not forthwith replaced by the Chargor, the Chargee shall be entitled to a further servicing fee for each written request therefor which may be necessitated by the Chargor not forthwith replacing such dishonoured cheque.

10.25 **FINANCIAL AND OPERATING STATEMENTS**

THE CHARGOR covenants that, within the periods of time hereinafter specified, or within such other period(s) of time as may be specified by the Commitment, the Chargor shall deliver or cause to be delivered to the Chargee the following:

(a) within one hundred and twenty (120) days after the end of each fiscal year of operation of the Lands, Notice to Reader financial statement in respect of the Lands for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Lands, the cost and expenses of operation and maintenance of the Lands and such other information and explanations in respect of the same as may be required by the Chargee;

(b) within one hundred and twenty (120) days after the end of each fiscal year of each Chargor and Covenantor which is a corporation, the Notice to Reader financial statements of each such corporation for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Chargee; and

(c) with respect to each Chargor and Covenantor who is an individual and within thirty (30) days after each anniversary of the date of the Commitment, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Chargee.

All such operating and financial statements shall be prepared at the expense of the Chargor and in accordance with generally accepted accounting principles applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Chargee and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of the Chargor or Covenantor, as the case may be.

10.26 **ESTOPPEL ACKNOWLEDGEMENTS**

PROVIDED THAT if and whenever the Chargee requests an acknowledgement from the Chargor as to the statement of account with respect to this Charge or the status of the terms and conditions of this Charge, the Chargor shall execute such an acknowledgement in such form as may be required by the Chargee provided that the contents of such form are correct, and the Chargor shall do so forthwith upon request and without cost to the Chargee and shall return such acknowledgement duly executed within three (3) business days of such request.

10.27 **STATEMENTS OF ACCOUNT**

THE CHARGOR shall be entitled to receive upon written request, a statement of account with respect to this Charge as of any payment date under this Charge and the Chargee shall be entitled to a servicing fee for each such statement.

10.28 **RENEWAL OR EXTENSION OF TIME; ATTENTION SUBSEQUENT INTERESTS**

NO renewal or extension of the term of this Charge given by the Chargee to the Chargor, or anyone claiming under him, or any other dealing by the Chargee with the owner of the equity of redemption of the Lands, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured, and this Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount notwithstanding that there may be subsequent encumbrancers. And it shall not be necessary to register any such agreement in order to retain priority for this Charge so altered over any instrument registered subsequent to this Charge. PROVIDED that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

PROVIDED further that the terms of this Charge may be amended or extended from time to time by mutual agreement between the Chargor and the Chargee and the Chargor hereby further covenants and agrees that, notwithstanding that the Chargor may have disposed of his interest in the Lands hereby secured, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all of the terms and provisions herein and will in all matters pertaining to this Charge well and truly do, observe, fulfill and keep all and singular the covenants, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof notwithstanding the giving of time for the payment of the Charge or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee to the Chargor.

THE CHARGOR covenants and agrees with the Chargee that no agreement for renewal hereof or for extension of the time for payment of any monies payable hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the original term of this Charge or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no renewal hereof or extension of the time for payment of any monies hereunder shall result from, or be implied from, any other act, matter or thing, save only express agreement in writing between the Chargor and the Chargee.

10.29 **CONSTRUCTION LIENS**

THE CHARGEE may, at its option, withhold from any advances for which the Chargor may have qualified such amounts as the Chargee, in its sole discretion, considers advisable so as to ensure the priority of all advances over all liens arising under any construction lien legislation until such time as the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Charge shall be construed to make the Chargee an "owner" or "payer" as defined under any construction lien legislation, nor shall there be or be deemed to be any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be retained by the "owner" or "payer" pursuant to any construction lien legislation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of all construction lien legislation.

10.30 **EXPROPRIATION**

IF the Lands or any part thereof shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the principal sum herein remaining unpaid shall at the option of the Chargee forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with a bonus equal to the aggregate of (a) three months' interest at the said rate calculated on the amount of the principal remaining unpaid, AND (b) one month's interest at the rate provided for herein calculated on the principal remaining unpaid, for each full year of the term of this Charge or any part of such year from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of this Charge become due and payable and in any event all the proceeds of any expropriation shall be paid to the Chargee at its option in priority to the claims of any other party.

10.31 **LETTERS OF CREDIT**

THE PARTIES to this Charge hereby acknowledge and agree that, in addition to all other amounts advanced and/or secured hereby, this Charge shall stand as good and valid security with respect to any and all letters of credit, letters of guarantee or similar instruments (collectively the "Letters of Credit") issued by or on behalf of the Chargee in favour of the Chargor or any other party as may be requested or directed by the Chargor from time to time, and that the total amount of the financial obligations under each Letter of Credit shall be deemed to have been advanced and fully secured under this Charge as of and from the date of issuance of each such Letter of Credit regardless of when the same may be called upon by the holder thereof. In the event that at any time the Chargee is of the opinion, in its sole and unfettered discretion, that the Lands or such part(s) thereof as remain undischarged are insufficient to secure the aggregate amount of all of the Chargee's outstanding obligations under, pursuant to or in connection with such Letters of Credit from time to time outstanding, the Chargee shall be entitled to retain out of any payment received under this Charge or out of the proceeds of any sale or revenue received in respect of the Lands or any part(s) thereof or out of the proceeds of any amounts received by the Chargee upon the enforcement of this Charge, an amount equal to the aggregate amount of all of the Chargee's outstanding obligations under, pursuant to or in connection with Letters of Credit as remain from time to time outstanding without being obliged to apply any portion of such amount on account of any principal, interest or other monies otherwise outstanding and secured by this Charge; and the Chargee shall be entitled to retain such amount for such period of time as any of the Letters of Credit remain outstanding and the Chargee is hereby irrevocably authorized and directed to utilize the same in order to satisfy payment of any amounts called upon for payment pursuant to the Letters of Credit.

10.32 **SALE OR CHANGE OF CONTROL**

PROVIDED that in the event of (i) a further encumbrance, or (ii) a sale, conveyance, transfer or other change in ownership (beneficial or otherwise) of the Lands or any portion thereof, or a change in ownership or control (beneficial or otherwise) of the Chargor or that of other person or entities having an ownership interest of 25% or more (beneficial or otherwise) in the Lands and providing covenants to the Loan secured by this Charge, or the Chargor amalgamates or merges, all sums secured hereunder (including , without limitation, Yield Maintenance as set out in Section 10.56) shall, at the Chargee's option, become due and payable forthwith unless the written consent of the Chargee has been first obtained, which consent may not be unreasonably withheld. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under him and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee may have consented in writing as required by this provision.

PROVIDED further that no permitted sale or other dealing by the Chargor with the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

10.33 **EVENTS OF DEFAULT**

WITHOUT limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable at the option of the Chargee exercised by notice in writing to the Chargor:

(a) In the event of the Lands are abandoned for a period exceeding fifteen consecutive days, the Chargee shall be entitled (after giving the Chargor ten days written notice of abandonment and if the Chargor fails to rectify the abandonment within fifteen days after the notice has been given) to immediately cancel its obligations, decline to advance further funds and declare monies already advanced to be due and payable plus interest, all at the Chargee's option;

(b) Failure by the Chargor to comply at all times with the terms and conditions of the Commitment, the Charge, the security given to the Chargee as set out in the Commitment, any agreement, document or instrument given to the Chargee by the Chargor, or all such other reasonable requirements of the Chargee;

(c) Failure by the Chargor to perform and do all such things that are necessary to reasonably maintain the Lands;

(d) The creation of any encumbrance ranking or purportedly ranking ahead of or pari passu with the Charge except as contemplated herein;

(e) Any material deterioration in the opinion of the Chargee in the financial condition of either the Chargor, or in the value of the Lands;

(f) Failure by the Chargor to make any principal and/or interest payments as required;

(g) Failure by the Chargor to pay property taxes as required;

(h) Default in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this Charge, the Commitment, or any charge or other encumbrance affecting the Lands, whether or not it has priority over this Charge;

(i) Upon the registration of any construction lien against the Lands which is not discharged or vacated within a period of fourteen (14) days after the date of registration thereof;

(j) In the event that any Hazardous Substance is discovered in, on or under the Lands or any part thereof and the same is not completely removed therefrom to the entire satisfaction of the Chargee within fourteen (14) days after demand therefor by the Chargee;

(k) Any representation or warranty made in the charge or the Commitment is wrong, false or misleading in any material respect; or

(l) If the Chargor or any Covenantor commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Lands or any part thereof or if any compromise or arrangement with creditors is made by any of them;

10.34 **DEFAULT**

PROVIDED that the Chargee may, on default of payment or in the performance of any covenant in this Charge contained or implied by law or statute, enter on and lease the Lands or in default of payment or in default in performance of any covenant in this Charge contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days' notice sell the Lands. Such notice shall be given to such persons and in such manner and form and within such time as provided under the Mortgages Act, as amended from time to time. 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 it is agreed that notice may be effectually given by leaving it with a grown-up person on the Lands, if occupied, or by placing it on the Lands if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the Lands are situate; and 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 disability. IF there be legal personal representatives of the Chargor on the death of the Chargor, such notice may, at the option of the Chargee, be given in any of the above modes or by personal service upon such representatives.

PROVIDED FURTHER, without prejudice to the statutory powers of the Chargee under the preceding proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continues for two months after any payment of either principal or interest falls due, the Chargee may exercise the powers given under the preceding proviso with or without entry on the Lands without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. AND that the Chargee may sell the whole or any part or parts of the Lands by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Lands or by reason of non-payment or procuring payments of monies secured hereby or otherwise; and that the Chargee may sell any of the Lands on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem proper; and may buy in or rescind or vary any contract for the sale of the whole or any part of the Lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder and the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no cause had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any person damnified by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only.

AND it is hereby agreed between the parties hereto that the Chargee may pay all premiums of insurance and all Taxes which shall from time to time fall due and be unpaid in respect of the Lands, and that such payments together with all costs, charges and legal fees (between a solicitor and his own client), and expenses which may be incurred in taking, recovering and keeping possession of the Lands, and of negotiating this loan, investigating title, and registering this Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize this security, (including legal fees, real estate commissions, appraisal costs and other costs incurred in leasing or selling the Lands or in exercising the power of entering, leasing and selling herein contained) shall be with interest at the rate aforesaid and shall be a charge upon the Lands in favour of the Chargee and that the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the Lands, and that any amount paid by the Chargee shall be added to the monies hereby secured and shall be payable forthwith with interest at the rate herein, and in default this Charge shall immediately become due and payable at the option of the Chargee, and all powers in this Charge conferred shall become exercisable. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or government so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Chargee shall deem it proper to do so.

PROVIDED that wherever a power of sale is hereby conferred upon the Chargee, all provisions hereof relating to exercising such power, including, without in any way limiting the generality of the foregoing, the persons to whom notice of exercising such power shall be given and the manner of giving such notice, shall be deemed to have been amended so as to comply with the requirements of law from time to time in force with respect to exercising such power of sale, and wherever there shall be a conflict between the provisions of this Charge relating to exercising such power of sale and the requirements of such law, the provisions of such law shall govern. Insofar as there is no such conflict, the provisions of this Charge shall remain unchanged.

PROVIDED that the Chargee may lease or sell as aforesaid without entering into possession of the Lands.

PROVIDED that the Chargee may distrain for arrears of interest and that the Chargee may distrain for arrears of principal and arrears of Taxes in the same manner as if the same were arrears of interest.

PROVIDED that in default of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Chargee, together with interest thereon.

PROVIDED that upon default of payment of instalments of principal promptly as the same become due, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.

PROVIDED that, upon default under this Charge, the Chargee shall be entitled and shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter.

PROVIDED that until default hereunder the Chargor shall have quiet possession of the Lands.

AND that on default the Chargee shall have quiet possession of the Lands.

PROVIDED that the Chargee may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of the principal secured herein shall be as set out in the proviso for redemption herein. Any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. No waiver shall be effective or binding on the Chargee unless made in writing.

AND it is further agreed by and between the parties that the Chargee may at its discretion at any time, release any part or parts of the Lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Lands or any person from this Charge or from any of the covenants herein contained, it being especially agreed that every part or lot into which the Lands are or may hereafter be divided does and shall stand charged with all of the monies hereby secured and no person shall have the right to require the principal secured hereunder to be apportioned; further the Chargee shall not be accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. No sale or other dealing by the Chargor with the equity of redemption in the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

IT IS FURTHER agreed that the Chargee may exercise all remedies provided for in this Charge concurrently or in such order and at such times as it may see fit and shall not be obligated to exhaust any remedy or remedies before exercising its rights under any other provisions contained in this Charge.

AND without limiting any other provision of this Charge, the Chargor acknowledges and agrees that, upon the occurrence of any default under this Charge and whether or not the monies hereby secured have been fully advanced, the Chargee may, at any time and from time to time as the Chargee shall determine at its sole option and discretion, advance such further sums under this Charge as are necessary to pay any arrears of Taxes, utilities or other charges capable of constituting a lien upon the Lands pari passu with or in priority to this Charge, to pay all amounts due under any encumbrance having priority over this Charge, to pay all amounts required to discharge or vacate any construction lien registered against the Lands whether or not priority is claimed over this Charge, to maintain in good standing any policies of insurance in respect of the Lands, to maintain, repair, operate and/or manage the Lands and any or all improvements thereon, to complete construction or renovation of any improvements on the Lands, to realize upon any security held by the Chargee for the loan secured by this Charge and generally to enforce all of the Chargee's rights, title and interest hereunder and to protect the Lands and to preserve the enforceability and priority of this Charge, and to pay any and all Costs; and all amounts advanced by the Chargee for any of the purposes as aforesaid shall bear interest at the rate applicable under this Charge from the date so advanced until repaid in full and shall be secured by this Charge in the same priority as the principal amount hereof.

10.35 **RIGHT OF CHARGEE TO REPAIR**

THE CHARGOR covenants and agrees with the Chargee that in the event of default in the payment of any instalment or other monies payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained, after all or any of the monies hereby secured have been advanced, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any person, enter upon the Lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Lands or for inspecting, taking care of, leasing, collecting the rents of and generally managing the Lands, as the Chargee may deem expedient; and all reasonable costs, charges and expenses including, but not limited to, allowances for the time and services of any employee of the Chargee or other person appointed for the above purposes, and a servicing fee shall be forthwith payable to the Chargee by the Chargor and shall be a charge upon the Lands and shall bear interest at the aforesaid rate until paid.

10.36 **APPOINTMENT OF A RECEIVER**

IT IS DECLARED and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Lands appoint in writing a Receiver of the Lands, or any part thereof, and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the Mortgages Act (Ontario), the Construction Lien Act (Ontario), or the Trustee Act (Ontario) as the Chargee may at its sole option require. Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Lands or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee at its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Lands and/or to complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Lands, including without limitation, charges and construction lien claims.

UPON the appointment of any such Receiver from time to time the following provisions shall apply:

(a) A Statutory Declaration made by the Chargee or by any authorized representative of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;

(b) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the Lands, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;

(c) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Lands, and may be paid out of the income therefrom or the proceeds of sale thereof;

(d) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession in respect of the Lands or any part thereof;

(e) The Receiver shall have the power to rent any portion of the Lands for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Lands or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms whatever acts such Receiver may do on the Lands;

(f) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor;

(g) Every such Receiver shall have full power to complete any unfinished construction upon the Lands;

(h) Such Receiver shall have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Chargor for the purposes of securing the payment of rental from the Lands or any part thereof;

(i) The Receiver shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter;

(j) The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the Lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges, mortgages and other encumbrances which may be registered against the Lands from time to time, whether or not any of the same are prior to the interest of the Chargee in the Lands; sale of the Lands; borrowing money on the security of the Lands; applying for and executing all documents in any way related to any re-zoning applications, severance of lands pursuant to the provisions of the Planning Act, as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Lands, including grants of lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Lands as a condominium; completing any application for first registration pursuant to the provisions of the Land Titles Act (Ontario) or pursuant to the Certification of Titles Act (Ontario); and for all and every of the purposes aforesaid it does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Lands, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Lands, as fully and effectually to all intents and purposes as it itself could do if personally present and acting therein.

(k) Such Receiver shall not be liable to the Chargor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof and out of such cash so received every such Receiver shall pay in the following order:

(i) its remuneration;

(ii) all payments made or incurred by it in the exercise of its powers hereunder;

(iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Lands in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Lands or any part thereof.

THE CHARGOR hereby irrevocably appoints the Chargee as his attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Lands in the same manner as if such documentation was duly executed by the Chargor himself.

10.37 **CHARGEE NOT TO BE DEEMED CHARGEE IN POSSESSION**

PROVIDED and it is agreed between the Chargor and the Chargee that the Chargee in exercising any of the rights given to the Chargee under this Charge shall be deemed not to be a chargee or mortgagee in possession.

10.38 **ENFORCEMENT OF ADDITIONAL SECURITY**

IN THE EVENT that, in addition to the Lands charged hereby, the Chargee holds further security on account of the monies secured hereby, it is agreed that no single or partial exercise of any of the Chargee's powers hereunder or under any of such security, shall preclude other and further exercise of any other right, power or remedy pursuant to any of such security. The Chargee shall at all times have the right to proceed against all, any, or any portion of such security in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Chargee may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining security, provided however, that upon payment of the full indebtedness secured hereunder the rights of the Chargee with respect to any and all such security shall be at an end.

10.39 **TAKING OF JUDGEMENT NOT A MERGER**

THE taking of a judgement or judgements on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and further that the said judgement shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgement shall have been fully paid and satisfied.

10.40 **BANKRUPTCY AND INSOLVENCY ACT**

THE CHARGOR hereby acknowledges and agrees that the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor acquired for or used in relation to any business carried on by the Chargor. The Chargor hereby further acknowledges and agrees that notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Lands as agent on behalf of the Chargor or otherwise or by taking possession of the Lands itself pursuant to any rights that the Chargee may have with respect thereto shall not constitute the Chargee or any such person, a receiver within the meaning of subsection 243(2) of the Bankruptcy and Insolvency Act (Canada), and that any and all requirements of Part XI of the said Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or with respect to enforcement of this Charge or any other security held by the Chargee. The Chargor hereby acknowledges and agrees that no action shall lie against the Chargee as a receiver and manager or otherwise for any loss or damage arising from non-compliance with any obligations of a receiver pursuant to the provisions of the Bankruptcy and Insolvency Act (Canada) whether or not the Chargee had reasonable grounds to believe that the Chargor was not insolvent.

AND THE CHARGOR further acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the Bankruptcy and Insolvency Act (Canada) shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

10.41 **PERMISSIBLE INTEREST RATE**

IT IS NOT the intention of this Charge to violate any provisions of the Interest Act (Canada), the Criminal Code (Canada) or any other statute dealing with permitted rates of interest in the Province of Ontario or in Canada. Notwithstanding any provisions set out herein, in no event shall the "interest" (as that term is defined in the Criminal Code) exceed the "criminal rate" (as defined therein) of interest on the "credit advanced" (as defined therein) lawfully permitted under the said legislation. In the event that it is determined at any time that, by virtue of the Commitment, this Charge or any other document given as security for the herein contemplated loan, the payments of interest required to be made by the Chargor exceed the "criminal rate", then the Chargor shall only be required to pay interest at the highest rate permitted by law. Nothing herein shall invalidate any requirements for payment pursuant to the Commitment, this Charge or such other security documents, and any excess interest paid to the Chargee shall be refunded to the Chargor and the provisions of this Charge shall in all respects be deemed to be amended accordingly.

10.42 **NON-MERGER**

NOTWITHSTANDING the registration of this Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Commitment, and the terms of the Commitment are incorporated herein by reference, and shall prevail in the event of conflict.

10.43 **NOTICES**

ALL NOTICES or other communications to be given pursuant to or in connection with this Charge shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or facsimile transmission to the party or parties intended at its or their respective addresses for service as set out in this Charge. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

10.44 **PRIORITY OVER VENDOR'S LIEN**

THE CHARGOR hereby acknowledges that this Charge is intended to be prior to any vendor's lien, whether in favour of the Chargor or otherwise, and the Chargor covenants that he has done no act to give priority over this Charge to any vendor's lien, nor is he aware of any circumstances that could create a vendor's lien. Further, the Chargor covenants to do all acts and execute or cause to be executed all documents required to give this Charge priority over any vendor's lien and to give effect to the intent of this clause.

10.45 **CONSENT OF CHARGEE**

WHEREVER the Chargor is required by this Charge to obtain the consent or approval of the Chargee, it is agreed that, subject to any other specific provision contained in this Charge to the contrary, the Chargee may give or withhold its consent or approval for any reason that it may see fit in its sole and absolute discretion, and the Chargee shall not be liable to the Chargor in damages or otherwise for its failure or refusal to give or withhold such consent or approval, and all costs of obtaining such approval shall be for the account of the Chargor.

10.46 **FAMILY LAW ACT (ONTARIO)**

THE CHARGOR shall forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Chargor, (b) the qualification of the Lands or any part thereof as a matrimonial home within the meaning of Part II of the Family Law Act (Ontario), (c) the ownership of the equity of redemption in the Lands or any part thereof, and (d) a shareholder of the Chargor obtaining rights to occupy the Lands or any part thereof by virtue of shareholding within the meaning of Section 18(2) of the Family Law Act (Ontario), or any successor provision thereof, as the case may be, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the Lands by virtue of Section 19 of the Family Law Act (Ontario) or any successor provision thereof. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) (c), and (d) above as the Chargee may from time to time request.

10.47 **INDEPENDENT LEGAL ADVICE**

THE CHARGOR and Covenantor(s) acknowledge that they have full knowledge of the purpose and essence of this transaction, and that they have been appropriately and independently legally advised in that regard or have been advised of their right to independent legal advice and have declined same. Such parties agree to provide to the Chargee a Certificate of Independent Legal Advice as and when same may be required, regarding their knowledge and understanding of this transaction.

10.48 **DISCHARGE**

THE CHARGEE shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of this Charge; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee; and all legal and other expenses for the preparation and execution of such discharge shall, together with the Chargee's fee for providing same, be borne by the Chargor. The discharge shall be prepared and executed by such persons as are specifically authorized by the Chargee and the Chargee shall not be obligated to execute any discharge other than a discharge which has been so authorized. The Chargee shall be under no obligation to grant a discharge of this Charge until such time as it has received all amounts owing to it, including without limitation, all outstanding principal and interest and the Yield Maintenance.

IF THIS Charge, the Commitment or any other document provides for the giving of partial discharges of this Charge, it is agreed that, notwithstanding any other provision to the contrary, the Chargor shall not be entitled to request or receive any such partial discharge if and for so long as the Chargor is in default under this Charge, the Commitment or such other document.

10.49 **SERVICING FEES**

ALL servicing fees as herein provided are intended to and shall be in an amount sufficient and not exceeding in the sole opinion of the Chargee acting reasonably to compensate the Chargee for its administrative costs and shall not be deemed a penalty. The amount of such servicing fees if not paid shall be added to the principal amount secured hereunder, and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law.

10.50 **INTERPRETATION**

PROVIDED and it is hereby agreed that, in construing this Charge, everything herein contained shall extend to and bind and may be enforced or applied by the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of each and every of the parties hereto, and where any of the Chargor, the Chargee and any Covenantor is more than one person, their respective covenants shall be deemed to be joint and several, and the provisions of this Charge shall be read and construed with all changes of gender and number as required by the context.

10.51 **HEADINGS**

THE headings with respect to the various paragraphs of this Charge are intended to be for identification of the various provisions of this Charge only and the wording of such headings is not intended to have any legal effect.

10.52 **INVALIDITY**

IF ANY of the covenants or conditions in this Charge inclusive of all schedules forming a part hereof shall be void for any reason it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

10.53 **COUNTERPARTS**

THIS CHARGE may be executed and/or registered in counterparts, each of which, so executed, and/or registered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, and notwithstanding their date of execution shall be deemed to bear date as of the date above written.

10.54 **PROFESSIONAL MANAGEMENT**

THE MANAGEMENT of the Lands shall be continued at all times by the Chargor or by such other professional property management organization as may first be approved in writing by the Chargee.

10.55 **NO PREPAYMENT**

Notwithstanding anything else contained herein to the contrary, the Chargor shall have no right to prepay this Charge except upon payment of all sums secured hereby including interest to the date of such prepayment and Yield Maintenance as described in Section 10.56. .

10.56 **YIELD MAINTENANCE**

If the principal becomes payable as a result of a breach, default or acceleration then in addition to the principal, interest and other moneys payable under this Charge, the Chargor shall pay to the Chargee an amount (the “Yield Maintenance”) equal to the greater of:

(a) The amount by which the Canada Yield Price (as defined herein) exceeds the principal balance and interest then outstanding under this Charge plus an additional .5% of the outstanding balance; or

(b) Three month's interest on the principal balance then outstanding under this Charge plus an additional 0.5% of the outstanding balance.

The obligation of the Chargor to pay the Yield Maintenance is in addition to and not in substitution for the obligation of the Chargor to pay all other amounts which become payable under the terms of this Charge after or as a result of the breach, default or acceleration. The Chargor acknowledges that the Yield Maintenance is a genuine pre-estimate of the liquidated damages suffered by the Chargee as a result of the breach, default or acceleration having regard to the fact that the Chargee matches mortgage investments against obligations, that the Chargee is not able to immediately re-invest funds received in mortgages and that the re-investment of funds in mortgages involves significant costs.

"Canada Yield Price" means the present value (calculated applying a discount rate equal to the Government of Canada Yield (as defined herein) as determined by the Chargee as at a date selected by the Chargee which in the event of the breach, default or acceleration, is not more than two (2) business days prior to the date on which this Charge becomes due and payable, of all payments of principal and interest which would have become due in accordance with the terms of this Charge but for the breach, default or acceleration (including any principal balance payable on the maturity date of this Charge).

"Government of Canada Yield" means the effective yield to maturity expressed as a percentage per annum calculated half-yearly not in advance which is available as at the time of its determination to a purchaser of non-callable Government of Canada bonds payable in Canadian dollars selected by the Chargee and having a maturity date approximating the maturity date of this Charge.

10.57 **NOMINAL**

The Interest Rate and Payment set out in this Charge are nominal only and the actual Interest Rate and Payments shall be determined in accordance with the Commitment.

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

Natasha Rambaran
LSO No. 80200N

GENERAL SECURITY AGREEMENT
(site specific)

THIS AGREEMENT dated as of the 27th day of November, 2019

BY:

DOV (495 RICHMOND) LIMITED

hereinafter called the "Debtor"

IN FAVOUR OF:

ADDENDA CAPITAL INC.

hereinafter called the "Secured Party"

IN CONSIDERATION of the Secured Party extending credit and making or agreeing to make one or more advances to the Debtor and for other good and valuable consideration, the Debtor covenants with the Secured Party as follows:

ARTICLE I - DEFINITIONS

1.01 **Definitions**: Capitalized terms used in this Agreement that are not defined in this section have the respective meanings ascribed thereto in the Act and all other capitalized terms used in this Agreement have the respective meanings ascribed thereto in this section:

(a) "Act" means the Personal Property Security Act (Ontario), as amended or re-enacted from time to time;

(b) "Buildings" means all structures, buildings and other improvements constructed, being constructed or to be constructed on the Lands;

(c) "Collateral" means all Personal Property (including, without limitation, each Account, Chattel Paper, Document of Title, Equipment, Instrument, Intangible, Inventory, Money, Security and Goods) that is now or hereafter owned or acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any rights and which is now or hereafter may become located on, affixed or attached to, placed upon, situate in or on, or which may arise out of, from or in connection with the ownership, use or disposition of, the Lands or the Buildings or any part thereof including, without limitation, all increases, additions, substitutions, repairs, renewals, replacements, Accessions, accretions and improvements to any such Personal Property and all Proceeds and other amounts derived directly or indirectly from any dealings with any such Personal Property;

(d) "Expenses" means all costs, fees and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by or on behalf of the Secured Party in connection with or arising out of or from any one or more of the following:

(i) any act done or taken by the Secured Party or any Receiver, or any proceeding instituted by the Secured Party, the Debtor or any other person, firm or corporation, in connection with or in any way relating to any one or more of the Act, this Agreement or any part hereof, the preservation, protection, enforcement or realization of the Collateral or the Security Interest or both, the recovery of the Indebtedness and responding to enquiries regarding the scope of the Security Interest perfected by the registration of a Financing Statement under the Act;

(ii) the remuneration of the Receiver and its agents, if any; and

(iii) all amounts incurred or paid by or on behalf of the Secured Party pursuant to section 5.03 hereof;

(e) "Indebtedness" means all present and future debts and liabilities due or to become due, absolute or contingent, direct or indirect, now existing or hereafter arising, owing by the Debtor to the Secured Party, whether pursuant to or under the Letter of Commitment, the Loan Documents or otherwise and includes any extensions, renewals or replacements thereof and includes the Expenses;

(f) "Lands" means the lands and premises described on Schedule "A" annexed hereto;

(g) "Letter of Commitment" means that certain commitment letter dated October 11, 2019, issued by the Secured Party in favour of Dov (495 Richmond) Limited, as same may be amended from time to time;

(h) "Loan Documents" means all agreements, instruments and other documents made or assigned by the Debtor in favour of the Secured Party in connection with the loan transaction contemplated in the Letter of Commitment, as same may be amended from time to time; and

(i) "Security Interest" means the assignment, transfer, mortgage, charge and security interest provided for in Section 2.01 hereof and "security interest" has the meaning ascribed thereto in the Act.

ARTICLE II - GRANT OF SECURITY INTEREST AND ATTACHMENT

2.01 **Security Interest**: As continuing security for the payment of the Indebtedness and the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, in the Letter of Commitment and in the Loan Documents, the Debtor:

(a) assigns, transfers, mortgages and charges to and in favour of the Secured Party all of the Debtor's rights, title and interest in and to the Collateral; and

(b) grants to and in favour of the Secured Party a security interest in the Collateral;

as and by way of a fixed charge.

2.02 **Exclusion of Last Day of Leasehold Interest from Security Interest**: The Security Interest referred to in Section 2.01 hereof shall not extend to or apply to the last day of the term of any lease or agreement therefor that is now or may hereafter be held by the Debtor; provided, however, if the Security Interest becomes enforceable, the Debtor shall thereafter stand possessed of the last day of each such lease or agreement therefor and shall hold the same in trust for, and shall, upon receipt of a written request to that effect from the Secured Party assign the same to, any person who acquires the term of any such lease or any agreement therefor in the course of any enforcement of the Security Interest or in the course of any realization upon the Collateral or any part thereof.

2.03 **Attachment**: The Debtor and Secured Party confirm that they have not postponed or agreed to postpone the time for attachment of the Security Interest and that the Debtor has received Value.

ARTICLE III - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 **Representations and Warranties**: The Debtor represents and warrants that the Collateral is owned by the Debtor with good and marketable title thereto, free and clear of any assignments, executions, mortgages, charges, hypothecations, pledges, security interests, liens, demands, adverse claims and any other encumbrances whatsoever.

3.02 **Covenants**: The Debtor covenants and agrees with the Secured Party that so long as any of the Indebtedness remains outstanding:

(a) the Debtor will at all times maintain its corporate existence;

(b) the Debtor shall diligently maintain and operate the Collateral and shall conduct its operations in a reasonable and prudent manner so as to maintain, preserve and protect the Collateral;

(c) the Debtor will pay all taxes, rates, levies, government fees and dues levied, assessed or imposed in respect of the Collateral or any part thereof, as and when the same become due and payable, and shall forthwith upon request by the Secured Party deliver such evidence as may satisfy the Secured Party that such taxes, rates, levies, fees and dues have been paid;

(d) the Debtor will at all times repair and keep in good order and condition any part or parts of the Collateral that constitutes tangible personal property, and renew and replace all and any of the same which may become unrepairable or destroyed;

(e) the Debtor will insure, at its own expense, on a replacement cost basis, all items of Collateral for which insurance coverage is purchasable, at all times during which any Indebtedness exists, with insurers and pursuant to policies approved by the Secured Party, for such risks and perils as a reasonable owner of similar Collateral would consider prudent and for such other insurable risks and perils as the Secured Party may from time to time consider advisable or desirable and in respect of which insurance coverage may be available. All cancellation clauses in such policies are to provide for at least thirty (30) days' prior notice of such cancellation to the Secured Party;

(f) the Debtor shall deliver to the Secured Party original or certified true copies of all policies of insurance required to be maintained by the Debtor pursuant hereto and the Debtor shall, at least thirty (30) days prior to the expiry of any such insurance policy, deliver to the Secured Party a renewal receipt, binder or new policy replacing such expiring insurance policy, or otherwise satisfy the Secured Party that such insurance has been renewed;

(g) the Debtor shall cause all proceeds payable under all policies of insurance required to be maintained by the Debtor hereunder to be made payable to the Secured Party, as its interest may appear, and shall otherwise deal with such policies in such manner so as to enable all proceeds payable thereunder to be collected by the Secured Party from the insurer. The Secured Party may elect to have such insurance money applied in the reinstatement of the relevant Collateral or towards repayment of the Indebtedness whether then due or not;

(h) the Debtor shall not create, grant, assume or otherwise permit to exist any assignment, execution, mortgage, charge, hypothec, pledge, lien, security interest or other encumbrance upon the Collateral or any part thereof or the Debtor's interest therein that ranks or is capable of being enforced in priority to or pari passu with the Security Interest;

(i) the Debtor will from time to time at the request of the Secured Party and at the expense of the Debtor, make and do all such acts and things and execute and deliver all such instruments, security agreements and other writings and assurances as may be necessary or desirable or recommended by counsel to the Secured Party with respect to this Agreement or the Collateral or in order to perfect, keep perfected, maintain and preserve the Security Interest;

(j) the Debtor will pay or reimburse the Secured Party upon demand for all Expenses together with interest thereon from the date of payment by the Secured Party until paid in full to the Secured Party by the Debtor at the highest rate of interest payable under the Loan Documents, calculated and compounded monthly before and after demand, maturity, default and judgment, together with interest on overdue interest at the same rate; and

(k) except in the normal course of business and in accordance with good management practice, the Debtor shall not transfer, convey, sell, sublease, assign or otherwise deal with or part with possession of the Collateral or any part thereof.

ARTICLE IV - EVENTS OF DEFAULT AND REMEDIES

4.01 **Events of Default**: The Debtor shall be in default hereunder upon the occurrence of any one or more of the following events (which shall collectively be called "Events of Default" and individually an "Event of Default"):

(a) if the Debtor is in default under or pursuant to, or otherwise fails to perform, fulfill or satisfy any covenant, obligation or condition set out in, or upon the occurrence of an event described as an "Event of Default" or a "Default" in, this Agreement in any material respect, the Letter of Commitment or any of the Loan Documents; and

(b) if the Debtor or any guarantor or covenantor of the Indebtedness or any part thereof commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Collateral or any part thereof or if any compromise or arrangement with creditors is made by any of them.

4.02 **Remedies Upon Default**: Upon the occurrence of an Event of Default the full amount of the Indebtedness shall, at the option of the Secured Party, become due and payable whereupon the Security Interest shall immediately be enforceable by the Secured Party, and the Secured Party shall have, in addition to all other rights, powers and remedies available at law and in equity, the following rights, powers and remedies:

(a) the Secured Party may immediately sue for the Indebtedness;

(b) the Secured Party may appoint and reappoint by instrument in writing, or institute proceedings in any court of competent jurisdiction for the appointment or reappointment of, any person (including the Secured Party) or persons to be a receiver or receiver and manager (collectively called a "Receiver") of all or any part of the Collateral. The Secured Party may remove or replace the Receiver from time to time, and appoint another person or persons in his stead or make application to a court of competent jurisdiction to do so. Subject to the provisions of the instrument or court order appointing the Receiver, the Receiver so appointed or replaced shall have, possess and may exercise all or any part of the rights, powers and remedies of the Secured Party (whether conferred upon the Secured Party by this Agreement or otherwise). For greater certainty, where the Secured Party is referred to in this Agreement, the term shall, where the context permits, include the Receiver so appointed or replaced and the officers, employees, servants or agents of the Secured Party and the Receiver;

(c) the Secured Party may, without notice, take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral by any method permitted by law, and to that end the Debtor agrees:

   (i) to deliver possession of the Collateral to the Secured Party forthwith upon its receipt of a written or verbal demand therefor, at such place or places specified by the demand; and

   (ii) that the Secured Party may, at any time during the day or night, by any lawful means, enter upon the Lands and Buildings and upon any other premises where any of the Collateral may be found for the purpose of rendering unusable any part of the Collateral which constitutes equipment or for the purpose of taking possession of and removing the Collateral or any part thereof or both;

(d) subject to the Act, the Secured Party may without notice, advertisement, demand for payment or any other formality (all of which are hereby waived) do any act or thing to preserve the Collateral or its value, or seize, collect, realize upon, lease, dispose of, release to third parties, sell by public or private sale or any other mode of disposition as the Secured Party may consider advisable or otherwise deal with the Collateral or any part thereof in such manner, for such consideration, upon such terms and conditions and at such time or times as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;

(e) subject to the Act, the Secured Party may without notice, retain the Collateral or any part thereof and postpone the sale or any other disposition or dealing with the Collateral or any part thereof for such period as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;

(f) subject to the Act, the Secured Party may without notice, elect to retain all or any part of the Collateral in satisfaction of the Indebtedness or any part thereof;

(g) subject to the Act, the Secured Party may purchase all or any part of the Collateral at any public or private sale, auction, tender or by way of any other mode of disposition;

(h) the Secured Party may borrow money on the security of the Collateral and create security interests in the Collateral, whether or not in priority to the Security Interest, which, in the absolute discretion of the Secured Party, may impair the Debtor's right to redeem the Collateral;

(i) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor and may enter upon, occupy and use all or any of the Buildings and buildings occupied or used by the Debtor, or in which the Collateral or any part thereof is situate for such time as the Secured Party sees fit, free of charge, to the exclusion of the Debtor; and

(j) the Secured Party may pay any indebtedness of the Debtor, post any security or otherwise deal with any other creditors of the Debtor in order to obtain the discharge of any mortgage, charge, hypothecation, pledge, security interest, lien, claim or other encumbrance that may exist against the Collateral or any part thereof.

4.03 **Receiver as Agent**: The Receiver shall be the agent of the Debtor for all purposes except possession of the Collateral only, which possession shall be on behalf of and as agent of the Secured Party and not the Debtor.

4.04 **Risk of Loss**: Where all or any part of the Collateral is in the possession of the Secured Party or the Receiver the risk of loss or damage, whether caused by the negligence of the Secured Party, the Receiver or otherwise, shall be the sole responsibility and obligation of the Debtor.

ARTICLE V - GENERAL CONTRACT PROVISIONS

5.01 **Secured Party not Liable**: Neither the Secured Party nor the Receiver shall be bound to do any one or more of the following:

(a) give any notice;

(b) make or do any repair, processing or preparation for disposition of the Collateral (whether commercially reasonable or not);

(c) use reasonable care in the custody or preservation of any of the Collateral in its possession;

(d) keep the Collateral identifiable;

(e) proceed in a commercially reasonable manner in the collection from debtors of the Debtor;

(f) exercise any rights, powers and remedies whatsoever including, without limitation, seize, collect, realize upon, lease, sell or otherwise dispose of, borrow money on the security of, release to third parties, obtain possession of, obtain payment for, maintain or preserve or protect, the Collateral or any part thereof or its value; and

(g) institute proceedings for the purpose of seizing, collecting, realizing upon, disposing of or obtaining possession of or payment for, the Collateral or any part thereof or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of same;

nor shall the Secured Party or the Receiver be liable or accountable for doing or for failing to do any one or more of the foregoing. Notwithstanding Section 4.03 hereof, the Debtor shall be liable for all actions, causes of action, proceedings, debts, demands, claims, losses, damages and other liabilities incurred or suffered by the Debtor, the Secured Party or the Receiver by reason of or on account of any act or failure to act of the Receiver.

5.02 **Application of Funds**: All amounts realized from the Collateral upon the enforcement of the Security Interest shall be applied by the Secured Party or the Receiver firstly, to the payment of Expenses, secondly, to the payment of such part of the Indebtedness as constitutes interest, and thirdly, to the payment of the balance of the Indebtedness; and any deficiency shall be and remain payable by the Debtor to the Secured Party. If any surplus remains after the payments itemized herein, such surplus shall be applied in the manner provided for in the Act. Notwithstanding the foregoing, the Secured Party reserves the right to interplead or make any appropriate application pursuant to the Trustee Act (Ontario) or any successor legislation thereto.

5.03 **Performance by Secured Party**: If the Debtor fails to perform, fulfill or satisfy any covenant, obligation or condition herein set out including, without limitation, the payment of money, the Secured Party may, in its absolute discretion, but without being bound to do so, perform any such covenant, obligation or condition capable of being performed by the Secured Party. No such performance or payment shall relieve the Debtor from any default under this Agreement or any consequence of such default.

5.04 **Rights, Powers and Remedies**: Each right, power and remedy of the Secured Party provided for in this Agreement or available at law or in equity may be exercised separately from or in combination with, and is in addition to and not in substitution for, any other right, power and remedy of the Secured Party however created. Without limiting the generality of the foregoing, the taking of judgment or judgments by the Secured Party shall not operate as a merger or affect the right of the Secured Party to interest as provided herein.

5.05 **Waiver**: No consent or waiver, express or implied, by the Secured Party to or of any breach or default by the Debtor in the performance of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default in the performance of the Debtor's obligations hereunder. Failure on the part of the Secured Party to complain of any act or failure to act of the Debtor or to declare the Debtor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Secured Party of its rights hereunder.

5.06 **Dealings with Persons**: The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Collateral, the Debtor, debtors of the Debtor, guarantors, sureties and others, as the Secured Party may see fit, without prejudice to the Secured Party's rights, powers and remedies whatsoever.

5.07 **Notices**: Any notice or demand which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally or by telefax upon the party for whom it is intended, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, in the case of the Debtor, addressed to it at any address for service provided by the Debtor to the Secured Party under any of the Loan Documents and in the case of the Secured Party, addressed to it at the address set out in Box 15 of any mortgage held by the Secured Party in connection with the Indebtedness. The date of receipt of such notice or demand, if served personally or by telefax, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the fourth business day following the date of mailing. For the purposes hereof, personal service on the Debtor shall be effectively given by delivery to any officer, director or employee of the Debtor. The Secured Party or the Debtor may, from time to time, change its address or stipulate another address from the address described in this Agreement by giving notice in the manner provided in this section.

5.08 **Successors and Assigns**: This Agreement and each of the covenants, warranties and representations herein set out shall enure to the benefit of the successors and assigns of the Secured Party and be binding upon the successors and permitted assigns of the Debtor.

5.09 **Survival**: All covenants, undertakings, agreements, representations and warranties made by the Debtor in this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Indebtedness is paid in full. All representations and warranties made by the Debtor herein shall be deemed to have been relied upon by the Secured Party.

5.10 **Entire Agreement**: This Agreement constitutes the entire agreement between the Debtor and the Secured Party relating to the Security Interest and may not be amended in any manner except by written instrument signed by both of them.

5.11 **Applicable Law**: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

5.12 **Time of the Essence**: Time is and shall continue to be of the essence of this Agreement.

5.13 **Headings**: The insertion of headings in this Agreement is for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.14 **Number and Gender**: All nouns and personal pronouns relating thereto shall be read and construed as the number and gender may require and the verb shall be read and construed as agreeing with the noun and pronoun.

5.15 **Acknowledgement**: The Debtor acknowledges receipt of a duplicate executed copy of this Agreement.

DOV (495 RICHMOND) LIMITED

Per:________________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

PIN 03971-0444 (LT) being FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

SCHEDULE A
SPECIFIC PLEDGED COLLATERAL

Nil.

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO No. 80200N

ASSIGNMENT OF INSURANCE

TO: ADDENDA CAPITAL INC.

RE: ADDENDA CAPITAL INC. (the "Lender") loan to DOV (495 RICHMOND) LIMITED (the "Borrower"), 495 RICHMOND ROAD, OTTAWA, ONTARIO (the "Property")

WHEREAS the Borrower as of the date of this assignment is or will be indebted to the Lender in the total amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) (the "Loan") which is secured pursuant to a first charge/Mortgage of Land (the "Mortgage") in the principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) in favour of the Lender, which Mortgage is or will be registered against the Property.

AND WHEREAS the Borrower has agreed to assign to the Lender as additional security for the amounts it borrowed from the Lender on account of the Loan, all present and future policies of insurance now or hereafter insuring the Property and the building, improvements, fixtures and other property situate in, on or under the Property or arising out of or from its interest in the Property including, without limitation, policies of insurance for property damage, loss of rental income and business and interruptions, professional liability, general liability, fire and extended peril and boiler and machinery (hereafter collectively called the "Policies").

NOW THEREFORE in consideration of the Lender making the initial advance under the Loan and the sum of Two Dollars ($2.00) paid by the Lender to the undersigned (the receipt and sufficiency of which are acknowledged by the undersigned), the undersigned acknowledges and agrees as follows:

1. The Borrower assigns, transfers and sets over the Policies to the Lender and grants a security interest in the Policies to the Lender together with all right, title and interest in and to the Policies and also together with all proceeds and other amounts payable in respect of the Policies or at any time derived by the Policies or any part or parts thereof (such Policies and all right, title and interest thereto and all proceeds and other amounts in respect thereof or derived therefrom being hereinafter collectively the "Collateral").

2. The Collateral shall be held by the Lender as general and continuing security for the payment of the Loan including, without limitation, all present or future, direct or indirect, absolute or contingent, matured or unmatured obligations or other indebtedness or liabilities of the borrower to the Lender.

3. The issuers from time to time of the Policies are irrevocably authorized and directed to pay to the Lender or as the Lender may in writing direct, all proceeds and other amounts payable under or pursuant to the Policies. Any such proceeds received by the Lender may be appropriated by the Lender from time to time on account of such part or parts of the indebtedness and liabilities owing by the Borrower to the Lender as the Lender may determine to be most advantageous to it. The Lender is expressly authorized to collect, demand, sue for, enforce, recover and receive the proceeds of the Policies and to give valid and binding receipts and discharges therefor, as if the Lender were the absolute owner thereof and without regard to the state of accounts between the Borrower and the Lender.

4. the Lender may collect, demand, sue for, enforce, recover, receive, realize, sell or otherwise deal with the Collateral or any part thereof in such manner and upon such terms and conditions and at such time or times whether before or after default as may seem to it advisable and without notice to the Borrower.

5. Any proceeds or other amounts collected or received by the Borrower in respect of the Collateral shall be received as trustee for the Lender and shall forthwith be paid to the Lender.

6. The Lender shall not be bound or accountable for any failure to collect, demand, sue for, enforce, recover, receive, realize, sell or obtain payment of the Collateral or any part thereof and the Lender shall not be bound to institute proceedings for any such purpose or for the purpose of preserving any rights of the Lender, the Borrower or any other person in respect thereof and the Lender shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent or solicitor employed in the collection of realization thereof.

7. The Lender may charge on its owner behalf and also pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in

connection with its doing anything authorized by this assignment or by law including, without limitation, collecting, realizing or obtaining payment of the Collateral or any part thereof and the Lender may add the amount of such expenses to the indebtedness owing by the Borrower to the Lender.

8. The Borrower shall from time to time forthwith on the Lender's request do, make and execute all such assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Borrower irrevocably constitutes and appoints the Lender the true and lawful attorney of the Borrower with full power of substitution to do, make and execute all such assignments, documents, acts, matters and things with the right to use the name of the Borrower whenever and wherever it may deem necessary or expedient.

9. This assignment shall be a continuing agreement in every respect and shall be binding upon the legal representatives, successors and assigns of the Borrower. No remedy for the enforcement of the rights of the Lender hereunder shall be exclusive of or dependent on any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The Borrower and Lender have not agreed to postpone the time for attachment of the security interest created or provided for by this assignment. If more than one person executes this assignment, their obligations hereunder shall be joint and several.

10. The Borrower shall pay all premiums and renewal premiums and other charges necessary to keep each of the Policies in full force and effect and the Borrower shall provide evidence of such payment and of all renewals to the Lender at least thirty (30) days prior to the expiry of the respective Policies. However, the Lender may charge reasonable amounts for services rendered in so keeping the Policies in force and may add the amounts so paid or any of the charges so made to the indebtedness owing by the borrower to the Lender. The Borrower shall indemnify and save the Lender harmless from and against any amounts so paid by the Lender or any charges imposed by the Lender under this assignment. Notwithstanding the foregoing, the Lender shall not be obligated to utilize its own funds or to otherwise pay for any renewal of any one or more of the Policies or to pay any premiums or other charges that may be owing in respect of any of the Policies even if the failure to pay same may jeopardize the existence of any one or more of the Policies.

11. This assignment shall extend to and bind and enure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

12. This assignment shall be construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF, the Borrower has executed this assignment as of the 27th day of November, 2019.

DOV (495 RICHMOND) LIMITED

Per: __________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

DOV 495 RICHMOND GP INC.
in its capacity as General Partner of
495 RICHMOND LIMITED PARTNERSHIP

Per: __________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO No. 80200N

GENERAL ASSIGNMENT OF RENTS

This Agreement made as of the day of registration of the electronic instrument to which this agreement is attached as a schedule.

B E T W E E N:

DOV (495 RICHMOND) LIMITED

hereinafter called the "Assignor"

- and -

ADDENDA CAPITAL INC.

hereinafter called the "Assignee"

FOR VALUE RECEIVED, the Assignor doth hereby assign to the Assignee, all rights, privileges, advantages and benefits whatsoever, including all rental and other income, arising pursuant to leases and/or agreements to lease and/or tenancies (herein referred to as the "Leases") now or hereafter affecting the lands and premises more particularly described in the electronic instrument to which this agreement is attached as a schedule.

This Assignment is given as additional security for the payment of the sum of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) and all other sums secured by a charge between the Assignor, as chargor, and the Assignee, as chargee, which charge was registered on the same day as the registration of the electronic instrument to which this agreement is attached as a schedule, in the Land Registry Office for the Land Titles Division of Ottawa (No. 4) as the Instrument Number referred to in the electronic instrument to which this agreement is attached as a schedule, charging the premises of which those demised in the Leases form all or part and which charge is herein referred to as the "Charge". The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Charge and not secondary. All amounts collected hereunder, after deducting the expense of collection, shall be applied on account of the indebtedness secured by the Charge, or in such other manner as may be provided in the Charge. Nothing herein contained shall be construed as constituting the Assignee as trustee, mortgagee or chargee in possession.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and the Assignor's rights in and under the Leases as the Assignor might have pursued but for this Assignment.

The Assignor warrants that the Leases are in full force and effect, and that the copies thereof heretofore delivered to the Assignee are true and correct copies, that the Assignor has not heretofore assigned or pledged the same or any interest therein save and except as disclosed by registered title, and no default exists on the part of the lessees thereunder (herein called "the Lessees") or the Assignor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; that other than last month's rents no rent has been paid by any of the Lessees more than thirty (30) days in advance, and that the payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor directly or indirectly by assuming any Lessee's obligations with respect to other premises; that no security deposit has been made by the Lessees under any of the Leases.

The Assignor waives any rights of set-off against the Lessees.

The Assignor covenants and agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder; and that it will not transfer or convey the fee title to said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured by the Charge in accordance with the terms covenants and conditions contained in the Charge;

(b) that if the Leases provided for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

(c) not to terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification or amendments of the Leases without such written consent shall be null and void except in the ordinary course of business and in accordance with good management practice;

(d) not to collect any of the rent, income and profits arising or accruing under the Leases in advance of the time when the same become due under the terms thereof except with respect to any security deposits and/or last month's rent;

(e) not to discount any future accruing rents except in the ordinary course of business and in accordance with good management practice;

(f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder except in the ordinary course of business and in accordance with good management practice;

(g) to perform all of the Assignor's covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of the Assignor with respect to the Leases received from the Lessees, and to furnish the Assignee with complete copies of said notices;

(h) that all offers to lease and Leases shall be bona fide, and shall be at rental rates and terms consistent with comparable space in the area of the lands and premises described herein;

(i) that the Assignor will provide to the Assignee leasing activity reports not less frequently than quarter-yearly after default of the Charge;

(j) if so requested by the Assignee, to enforce the Leases and all remedies available to the Assignor against the Lessees, in case of default under the Leases by the Lessees;

(k) that none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this Assignment;

(l) that notwithstanding any variation of the terms of the Charge or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(m) not to alter, modify or change the terms of any guarantees of any of the Leases or cancel or terminate such guarantees without the prior written consent of the Assignee except in the ordinary course of business and in accordance with good management practice;

(n) not to consent to any assignment of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the

Assignee except in the ordinary course of business and in accordance with good management practice;

(o) not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the premises;

(p) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Leases except in the ordinary course of business and in accordance with good management practice; and

(q) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Assignment or any notice hereof which may be required and of every renewal related thereto.

Upon any vesting of title to the property secured under the Charge in the Assignee or other party by court order, operation of law, or otherwise or upon delivery of a deed or deeds pursuant to the Assignee's exercise of remedies under the Charge, all right, title and interest of the Assignor in and to the Leases shall by virtue of this Assignment, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. The Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefore immediately upon demand.

Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Charge, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases regardless whether any default under the Charge has actually occurred or is then existing.

In the event that the Assignee collects any payments of rent due to the Assignors default, the Assignee shall be entitled to receive from such rent a management fee of 5.0% of the gross receipts from such rent, it being understood for greater certainty that the Assignor and the Assignee have agreed that such management fee is a just and equitable fee having regard to the circumstances.

This Assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the Charge or in any other document.

This Assignment shall include any extensions and renewals of the Leases and any reference herein to the Leases shall be construed as including any such extensions and renewals.

This Assignment shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor", "Assignee" and "Lessees", wherever used herein, and designated as such and their respective heirs, administrators, successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

THIS IS **EXHIBIT "H"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

SPECIFIC ASSIGNMENT OF LEASE

THIS ASSIGNMENT made as of the 27th day of November, 2019.

Between:

DOV (495 RICHMOND) LIMITED
hereinafter called the "Assignor"

OF THE FIRST PART

- and –

ADDENDA CAPITAL INC.
hereinafter called the "Assignee"

OF THE SECOND PART

FOR VALUE RECEIVED, the Assignor doth hereby assign to the Assignee a certain lease (the "Lease") dated the August 30, 2015 made between the Assignor, as lessor, and Canadian Institute for Health Information, as lessee, (the "Lessee") affecting the lands and premises municipally known as 495 Richmond Road, Ottawa, Ontario and described in Schedule A hereto, Notice of which is registered in the Land Registry Office for the Land Titles Division of Ottawa (No. 4) as Instrument Number OC450962, together with all rights, privileges, advantages and benefits whatsoever arising from or pursuant to the Lease, including, without limitation, all rentals and other charges payable by the Lessee thereunder.

This Assignment is given as additional security for the payment of the sum of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) and all other sums secured by a charge between the Assignor, as chargor, and the Assignee, as chargee, which charge was registered on the same day as the electronic instrument to which this agreement is attached as a schedule, in the said Land Registry Office as the Instrument Number referred to in the electronic instrument to which this agreement is attached as a schedule, charging the premises of which those demised in the Lease form all or part and which charge is herein referred to as the "Charge". The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Charge and not secondary. All amounts collected hereunder, after deducting the expense of collection, shall be applied on account of the indebtedness secured by the Charge, or in such other manner as may be provided in the Charge. Nothing herein contained shall be construed as constituting Assignee as trustee, mortgagee or chargee in possession.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Lease and avail itself of and pursue all remedies for the enforcement of the Lease and the Assignor's rights in and under the Lease as the Assignor might have pursued but for this Assignment.

The Assignor warrants that the Lease is in full force and effect, and that the copy thereof heretofore delivered to the Assignee is a true and correct copy, that the Assignor has not heretofore assigned or pledged the same or any interest therein save and except as disclosed by registered title, and no default exists on the part of the Lessee or the Assignor, as lessor, in the performance on the part of either of the terms and conditions of the Lease; that other than last month's rents no rent has been paid by the Lessee more than thirty (30) days in advance, and that the payment of none of the rents to accrue under the Lease has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor directly or indirectly by assuming the Lessee's obligations with respect to other premises; that no security deposit has been made by the Lessee under the Lease.

The Assignor waives any rights of set-off against the Lessee.

The Assignor covenants and agrees:

(a) that the Lease shall remain in full force and effect irrespective of any merger of the interest of the Lessor and the Lessee; and that it will not transfer or convey the fee title to said premises to the Lessee without requiring the Lessee, in writing, to assume and agree to pay the debt secured by the Charge in accordance with the terms covenants and conditions contained in the Charge;

(b) not to terminate, modify or amend the Lease or any of the terms thereof, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee, which consent shall not be unreasonably withheld, and that any attempted termination, modification or amendments of the Lease without such written consent shall be null and void;

(c) not to collect any of the rent, income and profits arising or accruing under the Lease in advance of the time when the same become due under the terms thereof;

(d) not to discount any future accruing rents;

(e) not to execute any other assignments of the Lease or any interest therein or any of the rents thereunder;

(f) to perform all of the Assignor's covenants and agreements as lessor under the Lease and not to suffer or permit to occur any release of liability of the Lessee, or any rights to the Lessee to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of the Assignor with respect to the Lease received from the Lessee, and to furnish the Assignee with complete copies of said notices;

(g) if so requested by the Assignee, to enforce the Lease and all remedies available to the Assignor against the Lessee, in case of default under the Lease by the Lessee;

(h) that none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this Assignment;

(i) that notwithstanding any variation of the terms of the Charge or any extension of time for payment thereunder, the Lease and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(j) not to alter, modify or change the terms of any guarantees of the Lease or cancel or terminate such guarantees without the prior written consent of the Assignee;

(k) not to consent to any assignment of the Lease, or any subletting thereunder, whereby the Assignor will be released from liability thereunder, without the prior written consent of the Assignee;

(l) not to exercise any right of election, whether specifically set forth in the Lease or otherwise which would in any way diminish the Lessee's liability or have the effect of shortening the stated term of the Lease;

(m) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Assignment or any notice hereof which may be required and of every renewal related thereto.

Upon any vesting of title to the properties secured under the Charge in the Assignee or other party by court order, operation of law, or otherwise or upon delivery of a deed or deeds pursuant to the Assignee's exercise of remedies under the Charge, all right, title and interest of the Assignor in and to the Lease shall by virtue of this Assignment, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. The Assignor hereby irrevocably appoints the Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefore immediately upon demand.

Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Charge, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Lease and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessee to pay all such amounts to the Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Lease regardless whether any default under the Charge has actually occurred or is then existing.

In the event that the Assignee collects any payments of rent due to the Assignor's default, the Assignee shall be entitled to receive from such rent a management fee of 5.0% of the gross receipts from such rent, it being understood for greater certainty that the Assignor and the Assignee have agreed that such management fee is a just and equitable fee having regard to the circumstances.

This Assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the Charge or in any other document.

This Assignment shall include any extensions and renewals of the Lease and any reference herein to the Lease shall be construed as including any such extensions and renewals.

This Assignment may be executed in two or more counterparts and when taken together all of such counterparts shall constitute one Assignment.

This Assignment shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor", "Assignee" and "Lessees", wherever used herein, and designated as such and their respective heirs, administrators, successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

IN WITNESS WHEREOF the Assignor has hereunder affixed its corporate seal under the hands of its proper signing officer duly authorized in that behalf.

DOV (495 RICHMOND) LIMITED

Per:________________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS

PIN 03971-0444 (LT) being FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Properties

PIN 03971 - 0444 LT

Description FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 AS IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

Address 495 RICHMOND ROAD
OTTAWA

Applicant(s)

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

Name DOV (495 RICHMOND) LIMITED
Address for Service 3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4

I, Shmuel Zimmerman, Secretary, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name ADDENDA CAPITAL INC.
Address for Service 1874 Scarth Street, Suite 1900
Regina, Saskatchewan S4P 4B3

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, OC2169737 registered on 2019/11/27 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Steven Ira Pearlstein	145 King Street West, Suite 2200 Toronto M5H 4G2	acting for Applicant(s)	Signed	2019 11 27

Tel 416-362-3711

Fax 416-864-9223

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

Steven Ira Pearlstein	145 King Street West, Suite 2200 Toronto M5H 4G2	acting for Party To(s)	Signed	2019 11 27

Tel 416-362-3711

Fax 416-864-9223

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

Submitted By

MINDEN GROSS LLP	145 King Street West, Suite 2200 Toronto M5H 4G2	2019 11 27

Tel 416-362-3711

Fax 416-864-9223

Fees/Taxes/Payment

Statutory Registration Fee	$65.05
Total Paid	$65.05

File Number

Party To Client File Number : 4115410 (SIP/MK)

THIS IS **EXHIBIT "J"** REFERRED TO IN THE AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

ASSIGNMENT OF RECIPROCAL AGREEMENT

THIS AGREEMENT made this 27th day of November, 2019.

B E T W E E N:

DOV (495 RICHMOND) LIMITED

(hereinafter called the "Assignor")

OF THE FIRST PART

- and –

ADDENDA CAPITAL INC.

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is, or has agreed to become, the registered owner of those lands located in the City of Ottawa, Province of Ontario, which are municipally known as 495 Richmond Road, Ottawa, Ontario and which are more particularly described in Schedule "A" annexed hereto and forming a part hereof (the "Lands");

AND WHEREAS legal title to the Lands is subject to a mutual access and maintenance agreement (the "Reciprocal Agreement") made between The Residences of Westboro Park Inc., The Residences of Westboro Park Limited Partnership, The Offices of Westboro Park Inc., The Offices of Westboro Park Limited Partnership, The Manors of Westboro Park Inc. and The Manors of Westboro Park Limited Partnership in favour of The Residences of Westboro Park Inc., The Offices of Westboro Park Inc. and The Manors of Westboro Park Inc., Notice of which is registered as Instrument No. OC575422

AND WHEREAS the Assignee has agreed to extend a loan or establish one or more credit facilities (collectively the "Loan") in favour of the Assignor on the terms and subject to the conditions set out in a letter of commitment (the "Commitment") dated October 11, 2019, as may be amended by issued by the Assignee to the Assignor Limited, which indebtedness is evidenced by a Charge/Mortgage being registered against the title to the Lands (the "Charge");

AND WHEREAS the Chargor has agreed to assign to the Assignee, upon the terms and conditions hereinafter set out, all of its right, title and interest in and to the Reciprocal Agreement, as security for the Loan;

NOW THEREFORE THIS INDENTURE WITNESSETH that, for good and valuable consideration and the sum of TWO ($2.00) DOLLARS paid by the Assignee to the Assignor, receipt and adequacy whereof are hereby acknowledged,

1. The Assignor hereby transfers, assigns and sets over unto the Assignee all of its right, title and interest in and to the Reciprocal Agreement and all benefits and advantages to be derived therefrom as general and continuing security for the repayment of the said indebtedness to the Assignee and all interest thereon and all costs, charges and expenses arising therefrom;

2. The Assignor covenants and warrants that the Reciprocal Agreement contains the entire agreement between the parties thereto at the site therein described. The Assignor further warrants that the Reciprocal Agreement is in good standing and is in full force and effect, unamended. The Assignor agrees that it will not amend the Reciprocal Agreement without first obtaining the prior written consent of the Assignee acting reasonably.

3. The Assignee and its nominees are hereby empowered to exercise and enjoy all rights and powers conferred to the Assignor pursuant to the Reciprocal Agreement, provided that nothing herein contained shall obligate the Assignee to so do, nor shall anything contained herein be

deemed to have the effect of making the Assignee responsible for the performance of the obligations of the Assignor pursuant to the Reciprocal Agreement.

4. Any and all rights of the Assignee under this Agreement may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee.

5. This Agreement and the security interest hereby conferred in favour of the Assignee are in addition to not in substitution for any other security held by the Assignee and shall not operate as a merger of any debt or suspend the fulfillment of, or affect the rights, remedies and powers of the Assignee in respect of the indebtedness of the Assignor to the Assignee or in respect of any securities held by the Assignee for the fulfillment thereof.

6. Upon payment in full of the indebtedness of the Assignor to the Assignee and all other costs, charges and expenses related thereto, the Assignee shall execute and deliver a reassignment of the Reciprocal Agreement upon the request and at the expense of the Assignor.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until default shall occur under the terms and provisions of this Agreement or an Event of Default shall occur as set out in the Charge, but upon the occurrence of any such default, the Assignee shall immediately be entitled, but under no circumstances shall it be obligated, to exercise any of the rights and privileges afforded it pursuant to this Agreement.

8. The Assignor covenants and agrees that it will from time to time at the request of the Assignee, and at the cost of the Assignor do such further and other things and execute and deliver such further and other documents, assignments and assurances as the Assignee may require in order to more fully and effectually give force and effect to the within Agreement.

9. The Assignor acknowledges, covenants and agrees that it shall not assign, subsequent to this document, any interest that it retains in the Reciprocal Agreement without the prior written consent of the Assignee.

10. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the date hereof.

THIS AGREEMENT shall be binding upon the Assignor and its successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunder affixed its corporate seal under the hands of its proper signing officer duly authorized in that behalf.

DOV (495 RICHMOND) LIMITED

Per: ______________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS

PIN 03971-0444 (LT) being FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

THIS IS **EXHIBIT "K"** REFERRED TO IN THE AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

ASSIGNMENT OF TRIPARTITE AGREEMENT

THIS AGREEMENT made this 27th day of November, 2019.

B E T W E E N:

DOV (495 RICHMOND) LIMITED

(hereinafter called the "Assignor")

OF THE FIRST PART

- and –

ADDENDA CAPITAL INC.

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is, or has agreed to become, the registered owner of those lands located in the City of Ottawa, Province of Ontario, which are municipally known as 495 Richmond Road, Ottawa, Ontario and which are more particularly described in Schedule "A" annexed hereto and forming a part hereof (the "Lands");

AND WHEREAS legal title to the Lands is subject to a Tripartite Agreement (the "Tripartite Agreement") made between The Residences of Westboro Park Inc., The Residences of Westboro Park Limited Partnership, The Offices of Westboro Park Inc., The Offices of Westboro Park Limited Partnership, The Manors of Westboro Park Inc. and The Manors of Westboro Park Limited Partnership in favour of The Residences of Westboro Park Inc., The Offices of Westboro Park Inc. and The Manors of Westboro Park Inc., Notice of which is registered as Instrument No. OC575812;

AND WHEREAS the Assignee has agreed to extend a loan or establish one or more credit facilities (collectively the "Loan") in favour of the Assignor on the terms and subject to the conditions set out in a letter of commitment (the "Commitment") dated October 11, 2019, as may be amended by issued by the Assignee to the Assignor Limited, which indebtedness is evidenced by a Charge/Mortgage being registered against the title to the Lands (the "Charge");

AND WHEREAS the Chargor has agreed to assign to the Assignee, upon the terms and conditions hereinafter set out, all of its right, title and interest in and to the Tripartite Agreement, as security for the Loan;

NOW THEREFORE THIS INDENTURE WITNESSETH that, for good and valuable consideration and the sum of TWO ($2.00) DOLLARS paid by the Assignee to the Assignor, receipt and adequacy whereof are hereby acknowledged,

1. The Assignor hereby transfers, assigns and sets over unto the Assignee all of its right, title and interest in and to the Tripartite Agreement and all benefits and advantages to be derived therefrom as general and continuing security for the repayment of the said indebtedness to the Assignee and all interest thereon and all costs, charges and expenses arising therefrom;

2. The Assignor covenants and warrants that the Tripartite Agreement contains the entire agreement between the parties thereto at the site therein described. The Assignor further warrants that the Tripartite Agreement is in good standing and is in full force and effect, unamended. The Assignor agrees that it will not amend the Tripartite Agreement without first obtaining the prior written consent of the Assignee acting reasonably.

3. The Assignee and its nominees are hereby empowered to exercise and enjoy all rights and powers conferred to the Assignor pursuant to the Tripartite Agreement, provided that nothing herein contained shall obligate the Assignee to so do, nor shall anything contained herein be

deemed to have the effect of making the Assignee responsible for the performance of the obligations of the Assignor pursuant to the Tripartite Agreement.

4. Any and all rights of the Assignee under this Agreement may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Assignee.

5. This Agreement and the security interest hereby conferred in favour of the Assignee are in addition to not in substitution for any other security held by the Assignee and shall not operate as a merger of any debt or suspend the fulfillment of, or affect the rights, remedies and powers of the Assignee in respect of the indebtedness of the Assignor to the Assignee or in respect of any securities held by the Assignee for the fulfillment thereof.

6. Upon payment in full of the indebtedness of the Assignor to the Assignee and all other costs, charges and expenses related thereto, the Assignee shall execute and deliver a reassignment of the Tripartite Agreement upon the request and at the expense of the Assignor.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until default shall occur under the terms and provisions of this Agreement or an Event of Default shall occur as set out in the Charge, but upon the occurrence of any such default, the Assignee shall immediately be entitled, but under no circumstances shall it be obligated, to exercise any of the rights and privileges afforded it pursuant to this Agreement.

8. The Assignor covenants and agrees that it will from time to time at the request of the Assignee, and at the cost of the Assignor do such further and other things and execute and deliver such further and other documents, assignments and assurances as the Assignee may require in order to more fully and effectually give force and effect to the within Agreement.

9. The Assignor acknowledges, covenants and agrees that it shall not assign, subsequent to this document, any interest that it retains in the Tripartite Agreement without the prior written consent of the Assignee.

10. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the date hereof.

THIS AGREEMENT shall be binding upon the Assignor and its successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunder affixed its corporate seal under the hands of its proper signing officer duly authorized in that behalf.

DOV (495 RICHMOND) LIMITED

Per: ____________________
Name: Shmuel M. Zimmerman
Title: Secretary

I have authority to bind the Corporation

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS

PIN 03971-0444 (LT) being FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

THIS IS **EXHIBIT "L"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Enquiry Result

File Currency: **12AUG 2026**

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	DOV (495 RICHMOND) LIMITED							
File Currency	12AUG 2026							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	757078587	1	1	1	3	30OCT 2039		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
757078587		001	002			20191030 1700 1862 1069	P PPSA	20
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	DOV (495 RICHMOND) LIMITED							
	Address				**City**		**Province**	**Postal Code**
	3625 DUFFERIN STREET, SUITE 500				TORONTO		ON	M3K 1N4
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	DOV 495 RICHMOND GP INC.							
	Address				**City**		**Province**	**Postal Code**
	3625 DUFFERIN STREET, SUITE 500				TORONTO		ON	M3K 1N4
Secured Party	**Secured Party / Lien Claimant**							
	ADDENDA CAPITAL INC.							
	Address				**City**		**Province**	**Postal Code**
	1920 COLLEGE AVENUE				REGINA		SK	S4P 1C4

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	ALL PRESENT AND AFTER AQUIRED PERSONAL PROPERTY USED IN CONNECTION

	WITH, SITUATE AT, OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR
	DISPOSITION OF, THE LANDS AND PREMISES KNOWN AS 495 RICHMOND ROAD,

Registering Agent	**Registering Agent**			
	MINDEN GROSS LLP (SP/MK 4115410)			
	Address	**City**	**Province**	**Postal Code**
	2200-145 KING STREET WEST	TORONTO	ON	M5H 4G2

CONTINUED

Type of Search	Business Debtor
Search Conducted On	DOV (495 RICHMOND) LIMITED
File Currency	12AUG 2026

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	757078587	1	1	2	3	30OCT 2039	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
757078587		002	002		20191030 1700 1862 1069		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	495 RICHMOND LIMITED PARTNERSHIP			
	Address		**City**	**Province** / **Postal Code**
	3625 DUFFERIN STREET, SUITE 500		TORONTO	ON / M3K 1N4

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	**General Collateral Description**
	OTTAWA, ONTARIO (SIP/MK 4115410)

Registering Agent	**Registering Agent**

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	DOV (495 RICHMOND) LIMITED				
File Currency	12AUG 2026				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	757078587	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	001		20200622 1543 1862 6316	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	757078587		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	DOV (495 RICHMOND LIMITED)		

Other Change	Other Change

Reason / Description	Reason / Description
	TO AMEND THE ADDRESS OF THE SECURED PARTY

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address	**City**	**Province**	**Postal Code**

Assignor Name	Assignor Name			
Secured Party	**Secured party, lien claimant, assignee**			
	ADDENDA CAPITAL INC.			
	Address	**City**	**Province**	**Postal Code**
	SUITE 1900 - 1874 SCARTH	REGINA	SK	S4P 4B3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	**General Collateral Description**			
Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**			
	ADDENDA CAPITAL INC.			
	Address	**City**	**Province**	**Postal Code**
	SUITE 1900 - 1874 SCARTH	REGINA	SK	S4P 4B3

LAST PAGE

Note: All pages have been returned.

THIS IS **EXHIBIT "M"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to ONE MILLION FIVE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARS AND ONE CENT ($1,544,358.01), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 11th day of November, 2019.

SHUTAM CANADA INC.

Per:
Name: Jo Ann Mauro
Title: SECRETARY

Per:
Name:
Title:

I/We have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

    (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

    (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

    (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

        (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

        (ii) the enforcement of this Guarantee; and

        (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to SEVEN HUNDRED TWENTY SIX THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS AND FIFTY TWO CENTS ($776,335.52), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

(a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

(b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

(c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

(d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 27th day of November, 2019.

SEA BRIM INVESTMENTS LIMITED

Per:____________________
Name: Shmuel Zimmerman
Title: Secretary

Per:____________________
Name:
Title:

I/We have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Commitment") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

    (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

    (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

    (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

        (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

        (ii) the enforcement of this Guarantee; and

        (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to ONE MILLION EIGHTY NINE THOUSAND FIVE HUNDRED THREE DOLLARS AND TWENTY EIGHT CENTS ($1,089,503.28), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 27th day of November, 2019.

ROLESCO MANAGEMENT LIMITED

Per: ____________________

Name: Rob Waxman

Title:

I have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to THREE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY SIX CENTS ($363,167.76), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 27th day of November, 2019.

LINDIFAM REALTY INC.

Per:________________________
Name: Mark Mandelbaum
Title: President

I have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to THREE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY SIX CENTS ($363,167.76), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender. Notwithstanding the foregoing, the Guarantor shall be entitled to receive payments from time to time, in respect of any debts and liabilities due to the Guarantor from the Borrower made in the ordinary course, provided there is no event of default under the Loan Documents that is continuing.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 19 day of November, 2019.

HARVEY KATZ HOLDINGS LTD.

Per: ____________________
Name: Jessica Tsuella
Title: Vice-President

I have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

    (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

    (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

    (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

        (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

        (ii) the enforcement of this Guarantee; and

        (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to ONE MILLION FOUR HUNDRED FIFTY TWO THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS AND FOUR CENTS ($1,452,671.04), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

(a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

(b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

(c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

(d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender. Notwithstanding the foregoing, the Guarantor shall be entitled to receive payments from time to time, in respect of any debts and liabilities due to the Guarantor from the Borrower made in the ordinary course, provided there is then no event of default under this Guarantee or any of the Loan Documents that is continuing.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 21st day of November, 2019.

THE FRIEDMAN FAMILY
FOUNDATION

Per:

Name: Hershey Friedman
Title: President

I have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

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ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to FIVE MILLION FIVE HUNDRED EIGHT FOUR THOUSAND NINETY DOLLARS AND NINETY-ONE CENTS ($5,584,090.91), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 12 day of November, 2019.

DOV CAPITAL CORPORATION

Per:____________________
Name: Shmuel Zimmerman
Title:

I have authority to bind the Corporation

4115410 | #3925092

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to SEVEN HUNDRED TWENTY SIX THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS AND FIFTY TWO CENTS ($776,335.52), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 27th day of November, 2019.

DAZCO FAMILY HOLDINGS ULC

Per:____________________
Name: David Zimmerman
Title: President

Per:____________________
Name:
Title:

I/We have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Commitment") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

    (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

    (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

    (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

        (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

        (ii) the enforcement of this Guarantee; and

        (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to THREE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY SIX CENTS ($363,167.76), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 11th day of November, 2019.

AMJ LONDON CONSULTING CORPORATION

Per: ____________________
Name: Alexander Mao
Title: President

I have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to TWO MILLION NINE HUNDRED FIVE THOUSAND THREE HUNDRED FORTY-TWO DOLLARS AND EIGHT CENTS ($2,905,342.08), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

   (a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

   (b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

   (c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

   (d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 27th day of November, 2019.

ADARSAN HOLDINGS LIMITED

Per:
Name: JONATHAN STRAUS
Title: VP

Per:
Name:
Title:

I/We have authority to bind the Corporation

GUARANTEE

TO: ADDENDA CAPITAL INC. (the "Lender")

WHEREAS the Lender has agreed to extend a non-revolving loan or establish one or more non-revolving credit facilities (collectively the "Loan") in favour of Dov (495 Richmond) Limited (the "Borrower") in the maximum principal amount of THIRTY MILLION NINE HUNDRED FORTY SEVEN THOUSAND DOLLARS ($30,947,000.00) on the terms and subject to the conditions set out in a letter of commitment (the "Agreement") dated dated October 11, 2019 issued by the Lender to the Borrower;

AND WHEREAS the undersigned (the "Guarantor") has agreed to guarantee the Loan on the terms and subject to the conditions hereinafter set out.

1. IN CONSIDERATION of the Lender making the first advance of the Loan and for other good and valuable consideration, the Guarantor guarantees, as if the Guarantor was a principal debtor and not merely a surety, the due and punctual payment to the Lender of the Loan including, without limitation, all present and future indebtedness and liability owing by the Borrower to the Lender on account of the Loan whether direct or indirect, absolute or contingent, matured or not including, without limitation:

   (a) all amounts expressed to be owing to the Lender pursuant to the Agreement and pursuant to all promissory notes (if any) and all agreements, instruments and other documents, whether referred to in the Agreement or otherwise, that are now or may hereafter be delivered or assigned to the Lender in connection with or as security for the Loan (the Agreement and any such promissory note, instrument and other documents are sometimes hereinafter collectively called the "Loan Documents");

   (b) the principal amount of any letters of credit issued by or on behalf of the Lender at the request of or for the benefit of the Borrower in connection with the Loan, whether or not such letters of credit have been called upon for payment; and

   (c) all commissions, costs, charges, fees and other expenses (including legal fees and disbursements on a solicitor and his own client basis) arising out of or incurred by the Lender in connection with any one or more of the following:

      (i) the collection of the amounts owing by the Borrower to the Lender on account of the Loan;

      (ii) the enforcement of this Guarantee; and

      (iii) any action or other proceeding instituted by the Lender, the Borrower, the Guarantor or any other person in any way relating to this Guarantee, the Loan, the Loan Documents or any part thereof.

2. This Guarantee is a specific guarantee of the Loan and shall apply to and secure the amounts referred to in paragraph 1 hereof (hereinafter collectively called the "Liabilities") and any

ultimate balance due or remaining unpaid to the Lender thereunder. This Guarantee is irrevocable, absolute and unconditional and the obligation of the Guarantor hereunder is not cancellable or terminable by the Guarantor (whether or not the entire Loan has been advanced).

3. Notwithstanding anything else contained in this Guarantee, the liability of the Guarantor under this Guarantee shall be limited to THREE HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY SIX CENTS ($363,167.76), plus interest thereon at the rate set out in the Charge from the date of demand and the costs of enforcing this Guarantee.

4. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been given to the Guarantor. Such demand may be given by personal delivery to the Guarantor (and if the Guarantor is a corporation, by personal delivery to any director, officer or employee thereof) or by sending such demand to the Guarantor by telefax or by prepaid registered mail to the last address of the Guarantor known to the Lender. If mailed, such demand shall be deemed to have been effectually made on the fourth day after an envelope containing such demand addressed to the Guarantor is mailed.

5. The Guarantor expressly waives notice of the acceptance of this Guarantee and notice of non-performance, non-payment or non-observance on the part of the Borrower under the Loan or under the Loan Documents or any part thereof.

6. This Guarantee and the rights of the Lender hereunder shall not be released, discharged, mitigated, impaired or affected by:

(a) any grant of time, renewals, extensions, compromises, indulgences or modifications to; extending or failing to extend credit to; making or failing to make loans or advances to; taking or failing to take securities from; releasing or discharging any securities to; failing to perfect or keep perfected or otherwise taking advantage of any securities received from; accepting compositions from; and releasing, discharging or otherwise dealing with; the Borrower, the Guarantor or any other person whatsoever;

(b) any failure of the Lender to prove a claim against the estate of the Borrower or any waiver or failure to enforce any of the terms, conditions or other provisions of, or any loss, diminution of value or unenforceability of, any of the Loan Documents;

(c) the application by the Lender of any monies received from the Borrower, the Guarantor or any other person or from securities on account of such part or parts of the Liabilities in such manner as the Lender deems best and the changing of such application in whole or in part at any time or from time to time;

(d) the death, incapacity, receivership, bankruptcy, insolvency, winding-up, dissolution

or the loss of corporate existence of the Borrower, the Guarantor or any other person, the release or discharge of the Borrower, the Guarantor or any other person by operation of law or otherwise, any change in the name, objects, capital structure or constitution of the Borrower (and if the Borrower is a partnership, any change in the membership of the Borrower whether through the death or retirement of any the partners, the introduction of one or more new partners or otherwise) or any transfer of the assets or businesses of the Borrower to a partnership or to a corporation or any incorporation, amalgamation, continuance, arrangement or reorganization of the Borrower, the Guarantors or any other person; and

(e) the distribution of the assets of the Borrower (whether voluntary or compulsory) or upon the occurrence of a bulk sale of any of the Borrower's assets or any composition with Lenders or any scheme of arrangement; and in any such event the Lender shall have the right to rank in all respects in priority to the Guarantor for its full claim against the Borrower and to receive all dividends or other payments in respect thereof until the Lender's claim and all Liabilities have been paid in full; and the retention by the Lender of all or any part or parts of the Loan Documents shall not, as between the Lender and the Guarantor, be considered a purchase of such securities, or payment, satisfaction or reduction of the Liabilities or any part thereof.

7. Without prejudice to any of the rights or recourses which the Lender may have against the Borrower, the Guarantor expressly waives any right to require the Lender to initiate or exhaust any rights, remedies or recourses against the Borrower, the Guarantor or any other person, value, realize upon or dispose of any of the Loan Documents; or initiate or exhaust any other remedy which the Lender may have at law or in equity before requiring or becoming entitled to demand and enforce payment from the Guarantor under this Guarantee; and the Guarantor renounce all benefits of discussion and division.

8. If for any reason the Borrower has no legal existence, or if the Borrower is or becomes under no legal obligation to discharge the Liabilities or if any of the Liabilities becomes statute barred or otherwise irrecoverable from the Borrower whether by operation of law or for any reason whatsoever including, without limitation, as a result of any lack or limitation of power, capacity or disability of the Borrower or its directors, partners, officers or agents or as a result of any irregularity, fraud, defect or informality in the obtaining of any advances, credits or renewals from the Lender (whether or not the Lender should have had knowledge thereof), this Guarantee and the covenants, agreements and obligations of the Guarantor set out herein shall nevertheless be binding upon the Guarantor as principal debtor until such time as such monies have been paid in full to the Lender and all Liabilities have been discharged and the Guarantor shall be responsible for the payment thereof to the Lender upon demand.

9. The Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law with respect to any indebtedness owing by the Borrower to the Guarantor and will assign to the Lender all of the Guarantor's rights thereunder on demand. If the Guarantor does not file any such claim,

the Lender, as attorney in fact of the Guarantor, is authorized to do so in the name of such Guarantor or in the Lender's discretion to assign the claim to and cause proof of claim to be filed in the name of the Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to the Lender the full amount of such claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose the Guarantor agrees to assign to the Lender on demand all of the Guarantor's right to any payments or distributions to which the Guarantor otherwise would be entitled. If the amount so paid is greater than the guaranteed obligations then outstanding, the Lender will pay the amount of the excess to the party entitled thereto.

10. All compositions and payments received by the Lender from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the Liabilities. The Guarantor shall not have any right to be subrogated to any rights of the Lender until all Liabilities have been discharged to the satisfaction of the Lender.

11. Upon this Guarantee bearing the signature of the Guarantor and being received by the Lender or any officer, agent or employee thereof, this Guarantee shall be deemed to be a deed signed and delivered by the Guarantor under seal and shall not be subject to or affected by any promise or condition affecting or limiting the Guarantors' liability hereunder except as may be expressly provided for herein. No statement, representation, warranty, agreement or promise on the part of any officer, employee or agent of the Lender, unless expressly set out herein, forms any part of this Guarantee or has induced the entering into or execution of this Guarantee or shall be deemed in any way to affect the Guarantor's liability hereunder.

12. The Lender may, without notice of any kind, sell, assign or transfer all or any part of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of all or any part of the Liabilities shall have the right to enforce this Guarantee as fully and effectively as if such assignee, transferee or holder were specifically named herein in place of or together with the Lender.

13. No action or proceeding brought or instituted under this Guarantee and no recovery or judgment in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guarantee by reason of any further default or defaults under this Guarantee or in payment of the Liabilities. No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other rights, powers or privileges. The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided at law or in equity.

14. This Guarantee shall be in addition to and not in substitution for the Loan Documents and any other guarantees which the Lender may now or hereafter hold in respect of the Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor

any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon.

15. Any term, condition or provision of this Guarantee which is held or deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severable herefrom and be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms, conditions and provisions hereof and any such avoidance, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

16. This Guarantee shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario.

17. No modification of this Guarantee shall be effective unless it is in writing and signed by the Guarantor and the Lender.

18. The Lender shall not be concerned to see or inquire into the existence, powers or capacities of the Borrower, the Guarantor or their respective officers, directors or agents, acting or purporting to act on their respective behalf.

19. All terms, agreements, obligations, liabilities and conditions of this Guarantee shall extend to and be binding upon the Guarantor and the Borrower, jointly and severally, and their respective successors and permitted assigns and shall enure to the benefit of and may be enforced by the Lender and its successors and assigns.

20. All nouns and personal pronouns herein including the defined terms "Guarantor" and "Borrower" shall be read and construed as the number and gender may require in each case and the verb shall be read and construed as agreeing with such noun or pronoun. If there are two or more Guarantors, all obligations hereunder of all such Guarantors shall be joint and several.

21. The words "herein", "hereof", "hereunder", "herefrom", "the Guarantee" and "this Guarantee" refer to this entire agreement and not to any particular paragraph or subparagraph unless the context so requires.

22. The Guarantor acknowledges receipt of a copy of this Guarantee.

23. As security for all amounts owing under this Guarantee to the Lender by the Guarantor, the Guarantor assigns and transfers to the Lender, and postpones in favour of the Liabilities, all present and future debts and liabilities of whatever nature or kind due or accruing due to the Guarantor from the Borrower and all choses-in-action and other claims of whatsoever nature or kind, present and future, which the Guarantor may now or hereafter have against the Borrower (all of the foregoing being hereinafter collectively referred to as the "Assigned Debts"). All moneys received by or on behalf of the Guarantor on account of any of the Assigned Debts shall be received and held by the Guarantor in trust for the Lender and

forthwith remitted by the Guarantor to the Lender. Notwithstanding the foregoing, the Guarantor shall be entitled to receive payments from time to time, in respect of any debts and liabilities due to the Guarantor from the Borrower made in the ordinary course, provided there is then no event of default under this Guarantee or any of the Loan Documents that is continuing.

24. The said Assignment and postponement is independent of this Guarantee and shall remain in full effect until repayment in full to the Lender of all Liabilities and the payment of any amounts owing to the Lender hereunder, notwithstanding that the liabilities of the Guarantor under this Guarantee may have been discharged or terminated. The Guarantors acknowledge that this Assignment to the Lender shall not impose upon the Lender any obligation to do anything to perfect, keep perfected, take advantage of, collect, enforce or realize upon the Assigned Debts or to ensure that the Assigned Debts do not decrease in value, become unenforceable or become statute barred by the operation of law relating to limitations of action or otherwise.

WITNESS the seal of the Guarantor affixed hereto this 19 day of November, 2019.

1263191 ONTARIO LIMITED

Per: Marc Gelfy
Name: Marc Gelfsky
Title: President

Per:
Name:
Title:

I/We have authority to bind the Corporation

THIS IS **EXHIBIT "N"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Addenda CAPITAL

MORTGAGE PAYOUT STATEMENT

LOAN NUMBER: 0101866

MORTGAGOR: DOV (495 RICHMOND) LIMITED

PROPERTY ADDRESS: 495 RICHMOND ROAD OTTAWA, ON

INTEREST RATE: 6.450% (Adjustable Rate: Prime + 2.000%, Floor Rate: 6.450%)

MATURITY DATE: Sep 07 2026

STATEMENT REQUEST DATE: Jun 12 2026

PAYOUT EFFECTIVE DATE: Jun 12 2026

Principal Balance (after the May 7, 2026 instalment due)	$ 25,636,479.64
Accrued Interest from May 07, 2026 to Jun 11,2026 (inclusive)	160,762.09
Late Interest	123.45
Prepayment Penalty	0.00
Sundry Due	0.00
Escrow Balance	0.00
Administration Fee	1,050.00
TOTAL AMOUNT REQUIRED	$ 25,798,415.18

Per Diem Interest	See Attached Schedule

Kindly note that full payment must be received by our office before 11:00 am (Regina Time) on Jun 12, 2026. Any payment received after the 11:00 am cut off time will be subject to the additional per diem interest.

Accepted forms of payment include Wire Transfer, Certified Cheque, Bank Draft or Solicitor Cheque made payable to “Addenda Capital Inc.” and delivered to 1874 Scarth Street, Suite 1900, Regina, SK S4P 4B3 with notice to mortgages.info@addendacapital.com. For wire purposes, our banking information can be provided under separate cover. Please note that Addenda Capital Inc. is not responsible for any lost or misdirected funds. The cut off time will apply to the time the funds are received by our office.

This statement is effective until 11:00 AM (Regina Time) on Jun 19, 2026. If the loan is not paid out within that time, a new payout statement is required and may be subject to an additional Statement Fee.

It is the responsibility of your office to ensure that the appropriate discharge documents are prepared and forwarded to Addenda Capital Inc. for execution. This includes any applicable PPSA discharge documentation.

This statement is subject to the correction of any errors or omissions. Please direct any questions or concerns to mortgages.info@addendacapital.com or 306-994-6565.

Addenda
CAPITAL

PAYOUT SCHEDULE

For statement dated Friday, June 12, 2026.

LOAN NO: **0101866**

PER DIEM INTEREST: **$ 4,593.20**

LATE INTEREST: **$ 24.69**

Funds Received by 11:00 am (Regina Time) on:	**Net Amount Required for Discharge:**
Friday, June 12, 2026	$ 25,798,415.18
Monday, June 15, 2026	$ 25,812,268.85
Tuesday, June 16, 2026	$ 25,816,886.74
Wednesday, June 17, 2026	$ 25,821,504.63
Thursday, June 18, 2026	$ 25,826,122.52
Friday, June 19, 2026	$ 25,830,740.41

THIS IS **EXHIBIT "O"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

RECON
RECONSTRUCT LLP

Colin Hunt
Associate
T: +1.437.535.3611
F: +1.416.613.8290
E: chunt@reconllp.com
W: reconllp.com

June 12, 2026

BY MAIL / EMAIL

Dov (495 Richmond) Limited
3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4

Email: szimmerman@dovcapital.com

1263191 Ontario Limited
20 Sir Robert Place
Arva, ON N0M 1C0

Adarsan Holdings Limited
1826 Robertson Road, Suite 417
Nepean, ON K2H 1B9

AMJ London Consulting Corporation
c/o Alexander Mao
16 Sir Robert Place
Arva, ON N0M 1C0

Dazco Family Holdings ULC
1000, 250 - 2nd Street SW
Calgary, AB T2P 0C1

Dov Capital Corporation
1095 Pineview Trail
Campbellville, ON L0P 1B0

The Friedman Family Foundation
1810 Lajoie
Outremont, PQ H2V 1B3

Harvey Katz Holdings Ltd.
720 Proudfoot Lane, Unit 6
London, ON N6H 5G6

Lindifam Realty Inc.
2811 Dufferin Street
Toronto, ON M6B 3R9

Rolesco Management Limited
19 Lower Village Gate, Suite 303
Toronto, ON M5P 3L9

Sea Brim Investments Limited
3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4

Shutam Canada Inc.
2021 Union Avenue, Suite 888
Montreal, QC H3A 2S9

Re: Demand for Payment and Notice of Intention to Enforce Security Pursuant to Subsection 244(1) of the Bankruptcy and Insolvency Act

We write with respect to the defaults of Dov (495 Richmond) Limited (the **"Borrower"**) under the loan made by Addenda Capital Inc. (the **"Lender"**) to the Borrower in connection with the acquisition of the property municipally known as 495 Richmond Road, Ottawa, Ontario (the **"Property"**), pursuant to the commitment letter dated October 11, 2019, as amended, extended, supplemented or otherwise modified from time to time (collectively, the **"Loan"**).

As you are aware, the Loan is secured, among other things, by: (i) a Charge/Mortgage of Land registered on title to the Property as Instrument No. OC2169737 on November 27, 2019 (the "**Mortgage**"); and (ii) a General Security Agreement over personal property used in connection with the Property (the "**GSA**").

As you are further aware, each of 1263191 Ontario Limited, Adarsan Holdings Limited, AMJ London Consulting Corporation, Dazco Family Holdings ULC, Dov Capital Corporation, The Friedman Family Foundation, Harvey Katz Holdings Ltd., Lindifam Realty Inc., Rolesco Management Limited, Sea Brim Investments Limited, and Shutam Canada Inc. executed guarantees in favour of the Lender in respect of the Loan (collectively, the "**Guarantors**", and such guarantees, the "**Guarantees**").

Please be advised that the Borrower has defaulted on the terms of the Loan by *inter alia*, failing to make payment of its June 2026 interest payment. Accordingly, the Lender hereby demands that the Borrower and Guarantors make payment in full of the amount of the Loan indebtedness for principal, interest and costs as of **June 12, 2026** in the sum of **$25,798,415.18**, (the "**Indebtedness**"), together with legal costs, per diem interest at the rate of **$4,593.20**, and late interest of **$24.69**, as set out in the attached payout statement, to the date of payment, on or before **June 22, 2026**. The Lender further demands payment from the Guarantors of all obligations owing under their respective Guarantees.

If payment of the Indebtedness, together with all fees, costs, expenses and accruing interest, is not received by 5:00 p.m. Toronto time on June 22, 2026, we will seek instructions to commence enforcement proceedings, which may include seeking the appointment of a receiver and manager by the Court.

Further, we understand that the Borrower recently obtained an appraisal of the Property in connection with its discussions with CMHC. Please provide us with a copy of that appraisal immediately.

Enclosed is a notice pursuant to section 244 of the *Bankruptcy and Insolvency Act* in respect of the Lender's intention to enforce its security against the Borrower.

Yours truly,

RECONSTRUCT LLP

Colin Hunt

CH/sj

Addenda CAPITAL

MORTGAGE PAYOUT STATEMENT

LOAN NUMBER:	**0101866**
MORTGAGOR:	**DOV (495 RICHMOND) LIMITED**
PROPERTY ADDRESS:	**495 RICHMOND ROAD OTTAWA, ON**
INTEREST RATE:	**6.450% (Adjustable Rate: Prime + 2.000%, Floor Rate: 6.450%)**
MATURITY DATE:	**Sep 07 2026**
STATEMENT REQUEST DATE:	**Jun 12 2026**
PAYOUT EFFECTIVE DATE:	**Jun 12 2026**

Principal Balance (after the May 7, 2026 instalment due)	**$ 25,636,479.64**
Accrued Interest from May 07, 2026 to Jun 11,2026 (inclusive)	**160,762.09**
Late Interest	**123.45**
Prepayment Penalty	**0.00**
Sundry Due	**0.00**
Escrow Balance	**0.00**
Administration Fee	**1,050.00**
TOTAL AMOUNT REQUIRED	**$ 25,798,415.18**

Per Diem Interest	**See Attached Schedule**

Kindly note that full payment must be received by our office before 11:00 am (Regina Time) on Jun 12, 2026. Any payment received after the 11:00 am cut off time will be subject to the additional per diem interest.

Accepted forms of payment include Wire Transfer, Certified Cheque, Bank Draft or Solicitor Cheque made payable to “Addenda Capital Inc.” and delivered to 1874 Scarth Street, Suite 1900, Regina, SK S4P 4B3 with notice to mortgages.info@addendacapital.com. For wire purposes, our banking information can be provided under separate cover. Please note that Addenda Capital Inc. is not responsible for any lost or misdirected funds. The cut off time will apply to the time the funds are received by our office.

This statement is effective until 11:00 AM (Regina Time) on Jun 19, 2026. If the loan is not paid out within that time, a new payout statement is required and may be subject to an additional Statement Fee.

It is the responsibility of your office to ensure that the appropriate discharge documents are prepared and forwarded to Addenda Capital Inc. for execution. This includes any applicable PPSA discharge documentation.

This statement is subject to the correction of any errors or omissions. Please direct any questions or concerns to mortgages.info@addendacapital.com or 306-994-6565.

Addenda
CAPITAL

PAYOUT SCHEDULE

For statement dated Friday, June 12, 2026.

LOAN NO:	**0101866**
PER DIEM INTEREST:	**$ 4,593.20**
LATE INTEREST:	**$ 24.69**

Funds Received by 11:00 am (Regina Time) on:	**Net Amount Required for Discharge:**
Friday, June 12, 2026	$ 25,798,415.18
Monday, June 15, 2026	$ 25,812,268.85
Tuesday, June 16, 2026	$ 25,816,886.74
Wednesday, June 17, 2026	$ 25,821,504.63
Thursday, June 18, 2026	$ 25,826,122.52
Friday, June 19, 2026	$ 25,830,740.41

RECON
RECONSTRUCT LLP

Colin Hunt
Associate
T: +1.437.535.3611
F: +1.416.613.8290
E: chunt@reconllp.com
W: reconllp.com

NOTICE OF INTENTION TO ENFORCE SECURITY

(SECTION 244(1) OF THE BANKRUPTCY AND INSOLVENCY ACT)

To:

Dov (495 Richmond) Limited
3625 Dufferin Street, Suite 500
Toronto, ON M3K 1N4

Email: szimmerman@dovcapital.com

(the "**Insolvent Person**")

Take notice that:

1. Addenda Capital Inc., a secured creditor, intends to enforce its security on the Insolvent Person's property described below:

   All of the Insolvent Person's right, title and interest in and to the collateral charged, mortgaged, assigned or otherwise secured pursuant to the following security documents, and all proceeds thereof:

   (a) a General Security Agreement dated November 27, 2019 (the "GSA");

   (b) a Charge/Mortgage of Land registered as Instrument No. OC2169737 on November 27, 2019 against title to the property municipally known as 495 Richmond Road, Ottawa, Ontario, bearing PIN 03971-0444 (the "Mortgage");

   (c) a Specific Assignment of Lease dated November 27, 2019 (the "Specific Assignment of Lease");

   (d) a General Assignment of Rents dated November 27, 2019 (the "General Assignment of Rents"); and

   (e) an Assignment of Insurance dated November 27, 2019 (the "Assignment of Insurance").

2. The security to be enforced includes the security granted pursuant to the GSA, the Mortgage, the Specific Assignment of Lease, the General Assignment of Rents and the Assignment of Insurance.

3. The total amount of indebtedness secured by the security is $25,798,415.18 on account of principal and interest as of June 12, 2026, plus accruing interest and costs.

4. Addenda Capital Inc. will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Insolvent Person consents to an earlier enforcement.

5. Dated at Toronto this 12th day of June, 2026.

ADDENDA CAPITAL INC.
By its solicitors
Reconstruct LLP
80 Richmond St W
Toronto ON M5H 2A4

Per:______________________________

I, ____________________________, on behalf of Dov (495 Richmond) Limited, an Insolvent Person, hereby consent to the immediate enforcement of the security held by Addenda Capital Inc.

Dated: June _________, 2026

Dov (495 Richmond) Limited

____
Per:
I have authority to bind the corporation

THIS IS **EXHIBIT "P"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

CERTIFICATE OF LIABILITY INSURANCE

CSIO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS		
Addenda Capital Inc.			Dov (495 Richmond) Limited		
1874 Scarth Str, Ste 1900			m/a 1737 Woodward Drive, 2nd Floor		
Regina	SK	POSTAL CODE S4P 4B3	Ottawa	ON	POSTAL CODE K2C 0P9

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Insured Location: 495 Richmond Road, Ottawa, ON K2A 3W9

See Attached...

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY	Aviva Insurance Company of Canada 82321942	2025/12/31	2026/12/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
☐ CLAIMS MADE **OR** ☒ OCCURRENCE				- EACH OCCURRENCE	10,000	2,000,000
☒ PRODUCTS AND / OR COMPLETED OPERATIONS				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2,000,000
☒ EMPLOYER'S LIABILITY				☐ PERSONAL INJURY LIABILITY OR ☒ PERSONAL AND ADVERTISING INJURY LIABILITY		2,000,000
☒ CROSS LIABILITY						
☐ WAIVER OF SUBROGATION				MEDICAL PAYMENTS		25,000
☒ TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY		500,000
☐ POLLUTION LIABILITY EXTENSION				POLLUTION LIABILITY EXTENSION		
☒ SEVERABILITY				Personal Injury		Included
☒ CONTRACTURAL						
☒ NON-OWNED AUTOMOBILES	Aviva Insurance Company of Canada 82321942	2025/12/31	2026/12/31	NON-OWNED AUTOMOBILES		2,000,000
☒ HIRED AUTOMOBILES				HIRED AUTOMOBILES	1,000	100,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
☐ ALL OWNED AUTOMOBILES				BODILY INJURY (PER PERSON)		
☐ LEASED AUTOMOBILES **				BODILY INJURY (PER ACCIDENT)		
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				PROPERTY DAMAGE		
EXCESS LIABILITY	Aviva Insurance Company of Canada 82321942	2025/12/31	2026/12/31	EACH OCCURRENCE	10,000	18,000,000
☒ UMBRELLA FORM				AGGREGATE	10,000	18,000,000
☐						
OTHER LIABILITY (SPECIFY) ☒ PROPERTY COVERAGE	Aviva Insurance Company of Canada 82321942	2025/12/31	2026/12/31	Property Coverage		see Box 3
☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)		
BMS Canada Risk Services Ltd.			Addenda Capital Inc.		
979 Bank Street, Suite 200			1874 Scarth Str, Ste 1900		
Ottawa	ON	POSTAL CODE K1S 5K5			
BROKER CLIENT ID: REGIGRO-02			Regina	SK	POSTAL CODE S4P 4B3

8. CERTIFICATE AUTHORIZATION

ISSUER BMS Canada Risk Services Ltd.	CONTACT NUMBER(S) TYPE Office NO. 613-412-2047 TYPE NO.
AUTHORIZED REPRESENTATIVE Jeannie Ryan, CIP, CRM	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE Jr	DATE 2026/03/25 EMAIL ADDRESS jeannie.ryan@bmsgroup.com

DESCRIPTIONS Continued.

* Page II

***PROPERTY insurance is in full force and effect through AVIVA Insurance - Policy No 82321942
Insured Location: 495 Richmond Road, Ottawa, ON K2A 3W9

$57,159,582   BUILDING, $25,000 deductible
Extended Rental Income: $8,826,764 (24M Indemnity)
Earthquake: 5% minimum $100,000 deductible
Sewer Backup: $25,000 deductible
Flood: $25,000 deductible
Water Damage: $25,000 deductible

Property coverage includes: Broad Form "All Risk" Coverage - Replacement Cost - Stated Amount Endorsement - Same or Adjacent Site Clause Deleted - Building By-laws – Earthquake – Flood - Sewer Back-Up - Water Damage - IBC approved Standard Mortgage Clause - Comprehensive Equipment Breakdown, including by-laws, subject to repair/replacement

*** THE CERTIFICATE HOLDER has been added as Additional Insurance; and the FIRST Mortgagee; and LOSS PAYEE (ATIMA) with respect to the insured location

THIS IS **EXHIBIT “Q”** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Ontario

Clear Certificate / Certificat libre

Sheriff of / Shérif de : **CITY OF OTTAWA (OTTAWA)**

Certificate # / N° de certificat : **54243208-4865691B**

Date of Certificate / Date du certificat : **2026-AUG-19 / 2026-AOÛT-19**

Sheriff’s Statement

This certifies that there are no active writs of execution, orders and certificates of lien filed within the electronic database maintained by this office in accordance with Section 10 of the *Execution Act*, at the time of searching against the real and personal property of:

Déclaration du shérif

Ce certificat atteste qu'il n'y a aucune ordonnance active ou aucun bref d'exécution forcée ou certificat de privilège actif dans la base de données électronique maintenue par ce bureau aux termes de l'article 10 de la *Loi sur l'exécution forcée* au moment de la recherche visant les biens meubles et immeubles de :

Name Searched / Nom recherché

Person or Company / Personne ou société	Name or Surname, Given Name(s) / Nom ou nom de famille, prénom(s)
Company / Société	DOV (495 RICHMOND) LIMITED

Caution to party requesting search:

- It is the responsibility of the requesting party to ensure that the name searched is correct.
- By virtue of this certificate, the sheriff is assuring that this name will remain clear until the end of close of this business date, unless the sheriff is directed otherwise under an order of the court.

Avertissement à la partie qui demande la recherche :

- Il incombe à la partie qui demande la recherche de s'assurer que le nom recherché est exact.
- En vertu du présent certificat, le shérif assure que ce nom demeure libre jusqu' à la fin de cette journée de travail, à moins de recevoir des directives contraires aux termes d'une ordonnance du tribunal.

Charge For This Certificate / Frais pour ce certificat : CAD 13.10

THIS IS **EXHIBIT "R"** REFERRED TO IN THE AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

CENTRO LEGAL WORKS

Tax Court of Canada Search Report

Report Date: August 19, 2026

Search Date: August 19, 2026
Updated Search from:

Case Types: Under section 12 of the **Tax Court of Canada Act** the Court has exclusive original jurisdiction to hear and determine appeals and references to the Court on matters arising under the following Acts:

Income Tax Act ; Employment Insurance Act (formerly the Unemployment Insurance Act) ; Part IX of the Excise Tax Act (GST); Canada Pension Plan; Old Age Security Act; Petroleum and Gas Revenue Tax Act ; Cultural Property Export and Import Act ; Customs Act (Part V.1); Air Travellers Security Charge Act; Excise Act, 2001; Softwood Lumber Products Export Charge Act, 2006

Search currency date*2: August 5, 2026
Search period: 10+ years

Names Searched: **Dov (495 Richmond) Limited**

Search Results:

X	Clear – No Records Found
	Similar Records Found – See Attached
	Records Found – See Attached

Comments:

Acknowledgment and Conditions of the Search:

1. Centro Legal Works Inc. ("Centro") makes every effort to ensure the accuracy of the information provided to clients. Unless otherwise indicated, all information is non-certified. Centro makes no warranties, express or implied, as to the accuracy, completeness, or currency of information obtained from court office(s), government office(s), or electronic or manual databases or indices, due to the many potential sources of error in the creation, storage, maintenance, retrieval, or interpretation of such information. The services performed and information obtained and summarized in this report are provided as a service to the client and are not to be construed as a legal opinion, and Centro shall not be liable for any loss or damages arising from reliance on such information.

2. Search Accuracy: Searches are conducted within the Tax Court of Canada's electronic index using the name(s) provided by the client. The accuracy and currency of results depend on the Court's data entry practices and update frequency, and records may be subject to delays, errors, omissions, or inaccuracies. As a result, not all matters associated with a particular name may appear. Results are provided "as is," without warranty, express or implied.

3. Alterations or modifications to this document are strictly prohibited.

THIS IS **EXHIBIT "S"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

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

PROPERTY DESCRIPTION: FIRSTLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA SECONDLY: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, DESIGNATED AS PARTS 2 AND 3 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 4R-28343, AS IN NO. CR622406; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 ON 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 3 ON PLAN 4R-28343 IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1, 2 & 3 ON 4R19996 AS IN OC575402; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 1 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3 ON 4R19996 AS IN OC575406; CITY OF OTTAWA; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 AND 4, PLAN 4R-30244 IN FAVOUR OF FIRSTLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 1, 3, 4, 5, 6, 7, 8, 9, 41 AND 42, PLAN 4R-30095 ; SECONDLY : PART LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PART 2, PLAN 4R-30095 AS IN OC1886751; TOGETHER WITH AN EASEMENT OVER PART LOT 29, CONCESSION 1, OTTAWA FRONT, PARTS 1, 2, 3, 4 AND 5, PLAN 4R30272 AS IN OC1904141

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT OC1725051. PLANNING ACT CONSENT IN DOCUMENT OC1886751.

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED

RECENTLY: CONSOLIDATION FROM 03971-0439, 03971-0442

PIN CREATION DATE: 2015/12/02

OWNERS' NAMES: DOV (495 RICHMOND) LIMITED

CAPACITY: ROWN

SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/12/02 ***						
***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: 1997/03/17 ***						

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
CR622406	1972/11/24	AGREEMENT				C
REMARKS: SKETCH ATTACHED						
NS244133	1984/06/15	TRANSFER EASEMENT			BELL CANADA	C
4R19996	2004/12/16	PLAN REFERENCE				C
OC421782	2005/01/05	TRANSFER EASEMENT	$1	CITY OF OTTAWA	BELL CANADA	C
OC421830	2005/01/05	TRANSFER EASEMENT	$1	THE OFFICES OF WESTBORO PARK INC.	CITY OF OTTAWA	C
OC450962	2005/04/12	NOTICE OF LEASE	$1	THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP	CANADIAN INSTITUTE FOR HEALTH INFORMATION	C
OC575402	2006/03/27	TRANSFER EASEMENT	$1	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP	THE MANORS OF WESTBORO PARK INC. THE MANORS OF WESTBORO PARK LIMITED	C
CORRECTIONS: 'TRANSFEREE: THE MANORS OF WESTBORO PARK LIMITED' ADDED ON 2006/03/29 BY DEBBIE SHEFFIELD.						
OC575403	2006/03/27	TRANSFER EASEMENT	$1	THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP	C
CORRECTIONS: 'TRANSFEREE: THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP' ADDED ON 2006/03/29 BY DEBBIE SHEFFIELD.						
OC575404	2006/03/27	TRANSFER EASEMENT	$1	THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP	THE MANORS OF WESTBORO PARK INC. THE MANORS OF WESTBORO PARK LIMITED PARTNERSHIP	C
OC575405	2006/03/27	TRANSFER EASEMENT	$1	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP	THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP	C
OC575422	2006/03/27	NOTICE	$1	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP THE MANORS OF WESTBORO PARK INC. THE MANORS OF WESTBORO PARK LIMITED PARTNERSHIP	THE RESIDENCES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK INC. THE MANORS OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP THE MANORS OF WESTBORO PARK LIMITED PARTNERSHIP	C
OC575641	2006/03/27	TRANSFER REL&ABAND	$1	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP	THE OFFICES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP	C
REMARKS: OC421803						
OC575812	2006/03/28	NOTICE	$1	THE RESIDENCES OF WESTBORO PARK INC. THE RESIDENCES OF WESTBORO PARK LIMITED PARTNERSHIP THE OFFICES OF WESTBOR PARK INC. THE OFFICES OF WESTBORO PARK LIMITED PARTNERSHIP THE MANORS OF WESTBORO PARK INC.	THE RESIDENCES OF WESTBORO PARK INC. THE OFFICES OF WESTBORO PARK INC. THE MANORS OF WESTBORO PARK INC.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				THE MANORS OF WESTBORO PARK LIMITED PARTNERSHIP		
OC1440692	2012/12/20	NOTICE OF SUBLEASE		CANADIAN INSTITUTE FOR HEALTH INFORMATION	CANADIAN INSTITUTE FOR HEALTH INFORMATION	C
REMARKS: OC585925.						
OC1446567	2013/01/18	NOTICE		CANADIAN INSTITUTE FOR HEALTH INFORMATION		C
REMARKS: OC1440692						
OC1460230	2013/03/15	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** RICHMOND ROAD (LUXEMBOURG) HOLDING S.A.	ARTIS RICHMOND ROAD LTD.	
REMARKS: PLANNING ACT STATEMENTS.						
OC1460501	2013/03/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ARTIS RICHMOND ROAD LTD.	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: PART OF LOT 29, CONCESSION 1, OTTAWA FRONT, NEPEAN, PARTS 4 TO 15 PLAN 4R-19996, SAVE AND EXCEPT PART 1 ON PLAN 4R-28343; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-19996 AS IN CR622406. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 9 PLAN 4R19996 AS IN NS244133; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 8 PLAN 4R19996 AS IN OC421782; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH A RIGHT OF WAY OVER PART 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; TOGETHER WITH A RIGHT OF WAY OVER PARTS 18, 19 AND 20 PLAN 4R19996 AS IN OC421803. TOGETHER WITH AN EASEMENT OVER PARTS 16, 17 AND 18 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PART 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO AN EASEMENT OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC421790; SUBJECT TO A RIGHT OF WAY OVER PARTS 4, 7 AND 13 PLAN 4R19996 IN FAVOUR OF PARTS 16 TO 20 PLAN 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC421803; SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PARTS 4, 5, 6 AND 10 PLAN 4R19996 AS IN OC421830; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575403; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1,2 & 3 ON 4R19996 AS IN OC575404; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 20 ON 4R19996, SAVE AND EXCEPT PARTS 2 AND 3 ON PLAN 4R-28343, AS IN OC575405; TOGETHER WITH AN EASEMENT OVER PART OF LOT 29 CONCESSION 1, OTTAWA FRONT, PARTS 1, 2 AND 3 PLAN 4R19996 AS IN OC575401; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 9, 10, 11, 12, 13, 14 AND 15 ON PLAN 4R-28456 AS IN OC1658266; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 3, 4, 5, 8, 16, 17 AND 18 ON PLAN 4R-28456 AS IN OC1658269; CITY OF OTTAWA 1 OF 1						
OC1460504	2013/03/18	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1460501						
4R28343	2014/10/30	PLAN REFERENCE				C
4R28456	2014/12/12	PLAN REFERENCE				C
OC1658266	2015/02/09	TRANSFER EASEMENT	$2	ARTIS RICHMOND ROAD LTD.	CITY OF OTTAWA	C
OC1658267	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: OC1460501 TO OC1658266						
OC1658268	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460504 TO OC1658266						
OC1658269	2015/02/09	TRANSFER EASEMENT	$2	ARTIS RICHMOND ROAD LTD.	CITY OF OTTAWA	C
OC1658270	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460501 TO OC1658269						
OC1658271	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460504 TO OC1658269						
OC1658272	2015/02/09	NOTICE	$1	CITY OF OTTAWA	AMICA (WESTBORO PARK) CORPORATION 485 RICHMOND ROAD GP INC. ARTIS RICHMOND ROAD LTD.	C
OC1658274	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460501 TO OC1658272						
OC1658275	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460504 TO OC1658272						
OC1658280	2015/02/09	NOTICE	$1	CITY OF OTTAWA	AMICA (WESTBORO PARK) CORPORATION 485 RICHMOND ROAD GP INC. ARTIS RICHMOND ROAD LTD.	C
OC1658282	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460501 TO OC1658280						
OC1658283	2015/02/09	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	CITY OF OTTAWA	
REMARKS: OC1460504 TO OC1658280						
OC1725051	2015/09/25	TRANS PARTNERSHIP	$2	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	ARTIS RICHMOND ROAD LTD.	C
REMARKS: PARTS 2 AND 3 ON PLAN 4R28343						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC1725063	2015/09/25	APL (GENERAL)		ARTIS RICHMOND ROAD LTD.		C
REMARKS: PARTIAL RELEASE OF OC421803, OC575403 AND OC575405						
OC1725064	2015/09/25	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ARTIS RICHMOND ROAD LTD.	THE MANUFACTURERS LIFE INSURANCE COMPANY	
OC1725069	2015/09/25	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1725064 THIS DOCUMENT WAS RE-INSTATED ON 2019/08/23 AT 16:29 BY MCINTYRE, SUZANNE.						
OC1742449	2015/11/20	APL CONSOLIDATE		ARTIS RICHMOND ROAD LTD.		C
4R30095	2017/02/02	PLAN REFERENCE				C
4R30244	2017/04/11	PLAN REFERENCE				C
OC1886751	2017/05/09	TRANSFER EASEMENT	$2	ARTIS RICHMOND ROAD LTD.	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	C
OC1886752	2017/05/09	POSTPONEMENT		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	
REMARKS: OC1460501 TO OC1886751						
OC1886753	2017/05/09	POSTPONEMENT		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	
REMARKS: OC1460501 TO OC1886751						
OC1886754	2017/05/09	POSTPONEMENT		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	
REMARKS: OC1725064 TO OC1886751						
OC1886755	2017/05/09	POSTPONEMENT		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY	485 RICHMOND ROAD GP INC. 485 RICHMOND ROAD LIMITED PARTNERSHIP	
REMARKS: OC1725069 TO OC1886751						
OC2129983	2019/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1460501.						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC2129984	2019/08/12	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1460504.						
OC2129985	2019/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1725064.						
OC2129986	2019/08/12	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: OC1725069.						
OC2169736	2019/11/27	TRANSFER	$39,000,000	ARTIS RICHMOND ROAD LTD.	DOV (495 RICHMOND) LIMITED	C
REMARKS: PLANNING ACT STATEMENTS.						
OC2169737	2019/11/27	CHARGE	$30,947,000	DOV (495 RICHMOND) LIMITED	ADDENDA CAPITAL INC.	C
OC2169738	2019/11/27	NO ASSGN RENT GEN		DOV (495 RICHMOND) LIMITED	ADDENDA CAPITAL INC.	C
REMARKS: OC2169737.						
OC2169739	2019/11/27	NO ASSG LESSOR INT		DOV (495 RICHMOND) LIMITED	ADDENDA CAPITAL INC.	C
REMARKS: OC450962.						
OC2227512	2020/06/22	NO CHNG ADDR INST		ADDENDA CAPITAL INC.		C
REMARKS: OC2169737,OC2169738,OC2169739						

THIS IS **EXHIBIT "T"** REFERRED TO IN THE
AFFIDAVIT OF **ARDI PRADANA** SWORN REMOTELY BY **ARDI PRADANA** STATED AS BEING LOCATED IN THE CITY OF REGINA, IN THE PROVINCE OF ONTARIO BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 2ND DAY OF SEPTEMBER 2026, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

ADDENDA CAPITAL INC.

Applicant

\- and -

DOV (495 RICHMOND) LIMITED

Respondent

IN THE MATTER OF AN 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 TO ACT AS RECEIVER

Goldhar & Associates Ltd., a licensed insolvency trustee within the meaning of subsection 2(a) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, hereby consents to act as the court-appointed receiver and manager (the "**Receiver**"), without security, of all the property, assets and undertakings of the Respondent as described in the proposed Receivership Order.

DATED at the City of Toronto, Ontario, this 25th day of August, 2026.

GOLDHAR & ASSOCIATES LTD. in its capacity as Receiver of the Respondent and not in its personal or corporate capacity.

Per: ______________________________

Name: Richard Goldhar
Title: Senior Managing Director

ADDENDA CAPITAL INC. and **DOV (495 RICHMOND) LIMITED** Court File No.:CV-26-00000374-0000

Applicant Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CONSENT TO ACT AS RECEIVER

RECONSTRUCT LLP
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Lawyers for the Applicant

Court File No. CV-26-00000374-0000

ADDENDA CAPITAL INC.
Applicant

- and -

DOV (495 RICHMOND) LIMITED
Respondent

APPLICATION PURSUANT TO 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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto

AFFIDAVIT OF ARDI PRADANA
(Sworn September 2, 2026)

RECONSTRUCT LLP
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Toronto, ON M5H 2A4

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Lawyers for Addenda Capital Inc.