

Court File No. CV-23-00705805-00CL

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

**H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP**

Respondents

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

APPLICATION RECORD OF THE APPLICANT

March 13, 2024

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West
35th Floor
Toronto ON M5V 3H1

Jeffrey Larry (LSO#44608D)
Tel: (416) 646-4330
jeff.larry@paliareroland.com

Douglas Montgomery (LSO# 78082M)
Tel: 416.646.6313
douglas.montgomery@paliareroland.com

Lawyers for the Applicant

-2-

TO: H-M Apartment Moccasin Inc.
620 Wilson Avenue
Suite 225
Toronto ON
M5P 3C9
ahenry@hamptonmetrix.com

Respondent

**AND TO: Hampton-Metrix Apartment 2006
Limited Partnership**
620 Wilson Avenue
Suite 225
Toronto ON
M5P 3C9
ahenry@hamptonmetrix.com

Respondent

AND TO: MINISTRY OF FINANCE
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Insolvency Unit
insolvency.unit@ontario.ca

**AND TO: DEPARTMENT OF JUSTICE
CANADA**
Ontario Regional Office
120 Adelaide Street West
Toronto, ON M5H 1T1

Diane Winters
diane.winters@justice.gc.ca

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

**H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP**

Respondents

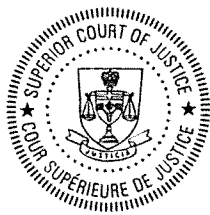
APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

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Tab 1



Court File No:

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

**H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP**

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing

- In person
- By telephone conference
- By video conference

at the following location: 330 University Ave, Toronto, Ontario, on a date to be set by the Court.

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

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

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

Date

Issued by

Local registrar

Address of
court office

330 University Ave
Toronto, ON
M5G 1R8

**TO: H-M Apartment
Moccasin Inc.
620 Wilson Avenue
Suite 225
Toronto ON
M5P 3C9**

Respondent

**AND TO: Hampton-Metrix
Apartment 2006 Limited
Partnership
620 Wilson Avenue
Suite 225
Toronto ON
M5P 3C9**

Respondent

APPLICATION

1. The Applicant will make an application for an order:

- (a) appointing RSM Canada Limited as receiver (the “Receiver”) of the Property (as defined below);
- (b) costs of the application; and,
- (c) such further and other relief which this Honourable Court deems appropriate and just.

2. The grounds for the application are:

The parties

- 1. The Applicant, First Source Financial Management Inc. (“First Source”), is an Ontario corporation in the business of providing commercial and other loans.
- 2. The respondent, H-M Apartment Moccasin Inc. (“H-M Apartment”), is a business incorporated pursuant to the laws of Ontario that owns two properties located in Toronto that are the site of a potential real estate development (collectively, the “Property”):
 - (a) 40 Moccasin Trail in Toronto, Ontario, having the PIN 10135 – 0306 LT, and bearing the legal description: BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK), CITY OF TORONTO; and,
 - (b) 50-60 Greenbelt Drive in Toronto, Ontario, having the PIN 10135 – 0307 LT, and bearing the legal description: BLK C PL 4639 NORTH YORK; S/T NY185817, TR64669; TORONTO (N YORK), CITY OF TORONTO.

3. The respondent Hampton-Metrix Apartment 2006 Limited Partnership (“Hampton-Metrix”) is a limited partnership incorporated pursuant to the laws of Ontario and is the beneficial owner of the Property.

The Loan

4. On April 1, 2016, First Source extended a commitment (the “Commitment”) to loan \$8,000,000 to H-M Apartment (the “Loan”). The transaction closed on April 12, 2016, at which time the entire amount of the loan was advanced to H-M Apartment.
5. The Loan was secured by, among other things, a first mortgage over the Property (the “Mortgage”), a general assignment of rents, and a general security agreement. The maturity date for the Loan was, initially, May 1, 2018.
6. The parties subsequently executed a number of amending agreements which had the effect of increasing the amount of the Loan over time, as well as extending the maturity date.
7. On September 23, 2022, the parties executed a sixth amending agreement (the “Sixth Amending Agreement”), wherein they agreed to increase the amount of the Loan to \$21,500,000 and extend the maturity date to July 8, 2023.
8. In connection with the Sixth Amending Agreement, the Mortgage was amended and registered against the Property in the amount of \$21,500,000 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) as Instrument No. AT6188292 (the “Charge”).
9. First Source had earlier registered its security over the personal property of H-M Apartment and Hampton-Metrix under the *Personal Property Security Act* on April 1, 2016, pursuant

to the terms of the original loan. However, pursuant to the terms of the Sixth Amending Agreement, First Source registered two financing change statements on September 23, 2022:

- (a) increasing the amount registered to \$21,500,000 through Registration No. 20220923 0944 1590 1235; and,
 - (b) renewing the registration period an additional year which expires on October 21, 2023, through Registration No. 20220923 1049 1590 1263.
10. The interest on the Loan was amended by the Sixth Amending Agreement to: (i) the greater of 9.50% per annum or the CIBC prime rate plus 4.05% for the term less 7 days; and (ii) commencing on the final 7 days of the term, the greater of 18% per annum or the CIBC prime rate plus 12.55%.

The Loan is in default

11. H-M Apartment failed to repay the principal of the Loan, in whole or in part, despite the Loan maturing on July 8, 2023.
12. H-M Apartment has also failed to pay interest for July 2023 or any subsequent period.

The demands for payment

13. H-M Apartment is indebted to First Source in the total amount of \$23,358,906.65 (the “Debt”) as of September 5, 2023, inclusive of interest and administrative fees (but exclusive of legal fees), as contemplated by the Charge and Commitment.
14. On August 18, 2023, First Source made a written demand for payment and issued a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act*.

15. Despite the demand, the Loan remains in default.

The appointment of a receiver

16. First Source is entitled under the terms of its security to appoint a Receiver in the event the Loan is in default.

17. The appointment of a Receiver is necessary, just and convenient.

18. RSM Canada Limited has consented to its appointment as Receiver, if so appointed.

19. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

20. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

21. Rules 16.08 and 3.02 of the *Rules of Civil Procedure*; and

22. Such further and other grounds as counsel may advise.

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

- (a) the affidavit of David Mandel, to be sworn, and the exhibits thereto;
- (b) the consent of RSM Canada Limited; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

September 8, 2023

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto, Ontario M5V 3H1

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Lawyers for the Applicant

First Source Financial Management Inc.

Applicant

-and-

H-M Apartment Moccasin Inc and
Hampton-Metrix Apartment 2006 Limited Partnership.
Respondents

Court File No

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO**

NOTICE OF APPLICATION

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO# 44608D)
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Douglas Montgomery (LSO# 78082M)
Tel: 416.646.6313
douglas.montgomery@paliaroland.com

Lawyers for the Applicant

Tab 2

Court File No. CV-23-00705805-00CL

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

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- and -

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Respondents

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

R.S.O. 1990, c. C.43

AFFIDAVIT OF LEONARD ZAIDENER

I, **LEONARD ZAIDENER**, of the City of Toronto, in the Province of Ontario, **SOLEMNLY AFFIRM AS FOLLOWS:**

1. I am the President of First Source Financial Management Inc. ("**First Source**"), the applicant in this matter and a secured creditor of the respondent. As such have knowledge of the matters to which I hereinafter depose.
2. First Source holds a mortgage over the properties located at 40 Moccasin Trail and 50-60 Greenbelt Drive.

3. The Respondent, H-M Apartment Moccasin Inc., is the legal owner of the properties. Hampton-Metrix 2006 Limited Partnership is the beneficial owner of the properties.
4. The Respondents failed to repay the mortgage when it became due on July 8, 2023, and, accordingly, First Source has commenced this application for the appointment of a receiver.

A. *The parties*

5. First Source is an Ontario corporation in the business of providing mortgage financing. It is the first mortgagee on the Real Property (as defined below).
6. The Respondent H-M Apartment Moccasin Inc. is a corporation incorporated pursuant to the laws of Ontario. Its registered address is at 620 Wilson Ave, Toronto, Ontario.
7. Alexander Henry is the sole director and officer of H-M Apartment. A corporate profile report for H-M Apartment is attached as **Exhibit “A”**.
8. The Respondent Hampton-Metrix Apartment 2006 Limited Partnership is a limited partnership governed by the laws of Ontario. Its registered is at 620 Wilson Ave, Toronto, Ontario.
9. H-M Apartment General Partner Inc. is the sole general partner of Hampton-Metrix. Alexander Henry is President of H-M Apartment General Partner Inc. A corporate profile report for Hampton-Metrix is attached as **Exhibit “B”**.

B. *The Real Property*

10. H-M Apartment is the owner of two parcels of neighbouring land, both of which are located in the City of Toronto (together, the “**Real Property**”):

- (a) 40 Moccasin Trail in Toronto, Ontario, having the PIN 10135 – 0306 LT, and bearing the legal description: BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK), CITY OF TORONTO; and,
 - (b) 50-60 Greenbelt Drive in Toronto, Ontario, having the PIN 10135 – 0307 LT, and bearing the legal description: BLK C PL 4639 NORTH YORK; S/T NY185817, TR64669; TORONTO (N YORK), CITY OF TORONTO.
- 11. A copy of the parcel register for 40 Moccasin Trail is attached as **Exhibit “C”**.
 - 12. A copy of the parcel register for 50-60 Greenbelt Drive is attached as **Exhibit “D”**.
 - 13. The Real Property consists of approximately 3.54 combined acres of land currently improved with three, 3-storey rental apartment buildings.
 - 14. H-M Apartment has proposed demolishing the existing buildings in order to facilitate the development of two new residential buildings.
 - 15. Hampton-Metrix is the sole beneficial owner of the Real Property.
- C. *The Loan***
- 16. On April 1, 2016, First Source extended a commitment (the “Commitment”) to loan \$8,000,000 to H-M Apartment (the “Loan”). The Commitment dated April 1, 2016 is attached as **Exhibit “E”**.
 - 17. The transaction closed on April 12, 2016, at which time the entire amount of the loan was advanced to H-M Apartment.

18. The Loan was secured by, among other things, a first mortgage over the Real Property (the “Mortgage”), a general assignment of rents, and a general security agreement. The maturity date for the Loan was, initially, May 1, 2018.
19. The parties subsequently executed a number of amending agreements which had the effect of increasing the amount of the Loan over time, as well as extending the maturity date.
20. On September 13, 2022, the parties executed a sixth amending agreement (the “Sixth Amending Agreement”), wherein they agreed to increase the amount of the Loan to \$21,500,000 and extend the maturity date to July 8, 2023. The Sixth Amending Agreement, executed on September 13, 2022, is attached as **Exhibit “F”**.
21. The interest on the Loan was amended by the Sixth Amending Agreement to: (i) the greater of 9.50% per annum or the CIBC prime rate plus 4.05% for the term less 7 days; and (ii) commencing on the final 7 days of the term, the greater of 18% per annum or the CIBC prime rate plus 12.55%.

D. Security for the Loan

22. In connection with the Sixth Amending Agreement, the Mortgage was amended and registered against the Real Property in the amount of \$21,500,000 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) as Instrument No. AT6188292 (the “Charge”). The Registered Notice and Charge receipted as AT6188292 is attached as **Exhibit “G”**.
23. First Source is the only mortgagee over the Real Property.

24. First Source had earlier registered its security over the personal property of H-M Apartment and Hampton-Metrix under the *Personal Property Security Act* on April 1, 2016, pursuant to the terms of the original loan. However, pursuant to the terms of the Sixth Amending Agreement, First Source registered two financing change statements on September 23, 2022:
- (a) increasing the amount registered to \$21,500,000 through Registration No. 20220923 0944 1590 1235; and,
 - (b) renewing the registration period an additional year which expires on October 21, 2023, through Registration No. 20220923 1049 1590 1263.
25. First Source renewed its PPSA registrations on October 18, 2023, and they now expire on October 21, 2026.
26. Attached as **Exhibits “H” and “I”** are the certified PPSA search results for H-M Apartment and Hampton-Metrix, respectively. The PPSA search results show that First Source is the only creditor.
27. Hampton-Metrix, as the beneficial owner of the Real Property, consented to the borrowing of \$21,500,000 from First Source, and the provision of security consistent with the Sixth Amending Agreement. Hampton-Metrix’s consent, dated September 21, 2022, is attached as **Exhibit “J”**.
- E. The Demands for Payment***
28. H-M Apartment failed to repay the principal of the Loan, in whole or in part, despite the Loan maturing on July 8, 2023.

29. H-M Apartment has also failed to pay interest for July 2023 or any subsequent period.
30. On August 18, 2023, First Source made a written demand for payment and issued a Notice of Intention to Enforce Security under section 244 of the *Bankruptcy and Insolvency Act*. Attached as **Exhibit “K”** is a copy of the s. 244 notice sent to the Respondents.

F. The Forbearance Agreement

31. On September 22, 2023, the parties entered into a forbearance agreement (the “Forbearance Agreement”). The Forbearance Agreement and its schedules, executed September 22, 2023, is attached as **Exhibit “L”** to this affidavit.
32. The key terms of the Forbearance Agreement include:
 - (a) First Source agreed to forbear on its rights until October 31, 2023
 - (b) H-M Apartment and Hampton-Metrix acknowledged that the Loan was in default;
 - (c) H-M Apartment and Hampton-Metrix acknowledged that the total amount of indebtedness, as at September 18, 2023, was \$22,858,380.18, plus interest plus continuing legal fees (the “Debt”);
 - (d) H-M Apartment and Hampton-Metrix consented to a receivership order and judgment in the case that the Debt was not paid by the end of the forbearance period. The receivership order and judgment were appended to the Forbearance Agreement as schedules.

G. *The Respondents Have Failed to Repay the Debt*

33. The Respondents did not pay the debt in full (or in any amount) by October 31, 2023, as required under the terms of the Forbearance Agreement.
34. On November 1, 2023, counsel to First Source, Jeff Larry, e-mailed Mr. Henry to advise him that First Source would be booking a date for hearing of First Source's application for the appointment of a receiver. Mr. Larry's e-mail of November 1, 2023, is attached as **Exhibit "M"**.
35. On November 6, 2023, Mr. Henry responded to Mr. Larry. In his e-mail, Mr. Henry indicated that the Respondents would continue to search for a deal to pay out First Source, in the event that they were not successful, they would not be disputing the application. Mr. Henry wrote that "since we have consented, we will not be attending if a hearing is still necessary." Mr. Henry's e-mail of November 6, 2023, is attached as **Exhibit "N"**.
36. Ultimately, First Source and Mr. Henry agreed that Mr. Henry would be provided additional time in order to finance a deal that would satisfy the Respondents' debt to First Source.
37. On November 27, 2023, Mr. Henry confirmed via e-mail that, in light of the indulgence, the Respondents would not oppose the appointment of a receiver if and when First Source determined to reschedule the hearing for the appointment of a receiver. Mr. Henry's e-mail of November 27, 2023 is attached as **Exhibit "O"**.

- 38. Despite the additional time provided to the Respondents, the Respondents were unable to secure such a transaction. First Source has now scheduled the hearing for the appointment of a receiver for March 15, 2024.

- 39. As of March 11, 2024, the Respondents are indebted to First Source in the total amount of \$ 25,117,882.93, inclusive of interest, the forbearance fee of \$100,000, and administrative fees (but exclusive of legal fees), as contemplated by the Charge and Commitment. A discharge statement as of March 11, 2024, is attached as **Exhibit “P”** to this affidavit.

AFFIRMED remotely by Leonard Zaidener stated as being located in the City of Toronto, in the Province of Ontario, before me in the City of Toronto in the Province of Ontario, this 13 day of March, 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



*Commissioner for Taking Affidavits
(or as may be)*

LEONARD ZAIDENER

This is **Exhibit A**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink that reads "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" following.

Commissioner for Taking Affidavits (or as may be)

Ministry of Public and
Business Service Delivery

Profile Report

H-M APARTMENT MOCCASIN INC. as of September 05, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	H-M APARTMENT MOCCASIN INC.
Ontario Corporation Number (OCN)	2102028
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 09, 2006
Registered or Head Office Address	620 Wilson Ave, 225, Toronto, Ontario, Canada, M5P 3C9

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 8

Name ALEXANDER D. HENRY
Address for Service 193 Rosemary Road, Toronto, Ontario, Canada, M5P 3C9
Resident Canadian Yes
Date Began May 09, 2006

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)**Name**

ALEXANDER D. HENRY

Position

President

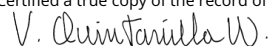
Address for Service

193 Rosemary Road, Toronto, Ontario, Canada, M5P 3C9

Date Began

May 26, 2006

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



Director/Registrar

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

Corporate Name History**Name**

H-M APARTMENT MOCCASIN INC.

Effective Date

May 09, 2006

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: ALEX HENRY - DIRECTOR	March 01, 2020
Annual Return - 2018 PAF: ALEX HENRY - DIRECTOR	March 01, 2020
Annual Return - 2017 PAF: ALEX HENRY - DIRECTOR	March 01, 2020
CIA - Notice of Change PAF: ALEXANDER D. HENRY - DIRECTOR	May 10, 2018
Annual Return - 2016 PAF: ALEX HENRY - DIRECTOR	April 02, 2017
Annual Return - 2015 PAF: ALEX HENRY - DIRECTOR	April 16, 2016
Annual Return - 2014 PAF: ALEX HENRY - DIRECTOR	April 16, 2016
Annual Return - 2013 PAF: ALEX HENRY - DIRECTOR	April 16, 2016
Annual Return - 2012 PAF: ALEXANDER HENRY - DIRECTOR	June 15, 2013
Annual Return - 2011 PAF: ALEXANDER HENRY - DIRECTOR	January 12, 2013
Annual Return - 2010 PAF: ALEXANDER HENRY - DIRECTOR	January 12, 2013
Annual Return - 2009 PAF: ALEXANDER HENRY - DIRECTOR	January 12, 2013
Annual Return - 2008 PAF: ALEXANDER HENRY - DIRECTOR	October 03, 2009

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

V. Quintanilla W.

Director/Registrar

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

Annual Return - 2006 PAF: ALEXANDER HENRY - DIRECTOR	December 13, 2008
Annual Return - 2007 PAF: ALEXANDER HENRY - DIRECTOR	November 01, 2008
CIA - Notice of Change PAF: JAMES KLEIN - OTHER	June 06, 2006
BCA - Articles of Incorporation	May 09, 2006

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

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

V. Quintanilla W.

Director/Registrar

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Ministère des Services au public et
aux entreprises

Rapport de profil

H-M APARTMENT MOCCASIN INC. en date du 05 septembre 2023

Loi	Loi sur les sociétés par actions
Type	Société par actions de l'Ontario
Dénomination	H-M APARTMENT MOCCASIN INC.
Numéro de société de l'Ontario	2102028
Autorité législative responsable	Canada - Ontario
Statut	Active
Date de constitution	09 mai 2006
Adresse légale ou du siège social	620 Wilson Ave, 225, Toronto, Ontario, Canada, M5P 3C9

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Administrateurs en fonction

Nombre minimal d'administrateurs 1
Nombre maximal d'administrateurs 8

Dénomination ALEXANDER D. HENRY
Adresse aux fins de signification 193 Rosemary Road, Toronto, Ontario, Canada, M5P 3C9
Résident canadien Oui
Date d'entrée en fonction 09 mai 2006

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Dirigeants en fonction**Dénomination**

ALEXANDER D. HENRY

Poste

Président de la société

Adresse aux fins de signification

193 Rosemary Road, Toronto, Ontario, Canada, M5P 3C9

Date d'entrée en fonction

26 mai 2006

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Historique des dénominations sociales**Nom**

H-M APARTMENT MOCCASIN INC.

Date d'entrée en vigueur

09 mai 2006

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

V. Quintanilla W.

Directeur ou registrateur

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Noms commerciaux en vigueur

Cette personne morale n'a aucun nom commercial actif enregistré en vertu de la Loi sur les noms commerciaux de l'Ontario.

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1^{er} avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Les noms commerciaux actifs enregistrés de cette personne morale en vertu de la Loi sur les noms commerciaux de l'Ontario sont expirés ou annulés.

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

V. Quintanilla W.

Directeur ou registrateur

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Liste de documents

Nom du dépôt	Date d'entrée en vigueur
Rapport annuel - 2019 PRE: ALEX HENRY - DIRECTOR	01 mars 2020
Rapport annuel - 2018 PRE: ALEX HENRY - DIRECTOR	01 mars 2020
Rapport annuel - 2017 PRE: ALEX HENRY - DIRECTOR	01 mars 2020
CIA - Avis de modification PRE: ALEXANDER D. HENRY - DIRECTOR	10 mai 2018
Rapport annuel - 2016 PRE: ALEX HENRY - DIRECTOR	02 avril 2017
Rapport annuel - 2015 PRE: ALEX HENRY - DIRECTOR	16 avril 2016
Rapport annuel - 2014 PRE: ALEX HENRY - DIRECTOR	16 avril 2016
Rapport annuel - 2013 PRE: ALEX HENRY - DIRECTOR	16 avril 2016
Rapport annuel - 2012 PRE: ALEXANDER HENRY - DIRECTOR	15 juin 2013
Rapport annuel - 2011 PRE: ALEXANDER HENRY - DIRECTOR	12 janvier 2013
Rapport annuel - 2010 PRE: ALEXANDER HENRY - DIRECTOR	12 janvier 2013
Rapport annuel - 2009 PRE: ALEXANDER HENRY - DIRECTOR	12 janvier 2013
Rapport annuel - 2008 PRE: ALEXANDER HENRY - DIRECTOR	03 octobre 2009

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Rapport annuel - 2006 PRE: ALEXANDER HENRY - DIRECTOR	13 décembre 2008
Rapport annuel - 2007 PRE: ALEXANDER HENRY - DIRECTOR	01 novembre 2008
CIA - Avis de modification PRE: JAMES KLEIN - OTHER	06 juin 2006
BCA - Statuts constitutifs	09 mai 2006

Tous les renseignements de la « PRE » (personne autorisant le dépôt) sont affichés exactement tels qu'ils sont enregistrés dans le Registre des entreprises de l'Ontario. Lorsque la PRE ne figure pas sur un document, les renseignements n'ont pas été enregistrés dans le Registre des entreprises de l'Ontario.

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

This is **Exhibit B**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "M".

Commissioner for Taking Affidavits (or as may be)

Ministry of Public and
Business Service Delivery

Profile Report

HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP as of September 05, 2023

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
Business Identification Number (BIN)	160553590
Declaration Status	Active
Declaration Date	May 11, 2006
Expiry Date	May 07, 2026
Principal Place of Business	620 Wilson Avenue, 225, Toronto, Ontario, Canada, M3K 1Z3
Activity (NAICS Code)	[Not Provided] - [Not Provided]

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

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

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

General Partners**Number of General Partners** 1**Partners****Partner 1****Name**

H-M APARTMENT GENERAL PARTNER INC.

Ontario Corporation Number (OCN)

2102036

Entity Type

Ontario Business Corporation

Registered or Head Office Address

620 Wilson Avenue, 225, Toronto, Ontario, Canada, M3K 1Z3

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

V. Quintanilla W.

Director/Registrar

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Firm Name History**Name**HAMPTON-METRIX APARTMENT 2006 LIMITED
PARTNERSHIP**Effective Date**

May 11, 2006

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Renewal of an Ontario Limited Partnership Declaration	May 07, 2021
Renewal of an Ontario Limited Partnership Declaration	May 08, 2018
Renewal of an Ontario Limited Partnership Declaration	May 09, 2011
LPA - File a Declaration of an Ontario Limited Partnership	May 11, 2006

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Director/Registrar

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Ministère des Services au public et
aux entreprises

Rapport de profil

HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP en date du 05 septembre 2023

Loi	Loi sur les sociétés en commandite
Type	Société en commandite de l'Ontario
Raison sociale	HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
Numéro d'identification d'entreprise	160553590
Statut de la déclaration	Active
Date de déclaration	11 mai 2006
Date d'expiration	07 mai 2026
Établissement principal	620 Wilson Avenue, 225, Toronto, Ontario, Canada, M3K 1Z3
Activité (code SCIAN)	[Not Provided] - [Not Provided]

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

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Commandités**Nombre de commandités** 1**Associés****Associé 1**

Nom	H-M APARTMENT GENERAL PARTNER INC.
Numéro de société de l'Ontario	2102036
Type d'entité	Société par actions de l'Ontario
Adresse légale ou du siège social	620 Wilson Avenue, 225, Toronto, Ontario, Canada, M3K 1Z3

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

V. Quintanilla W.

Directeur ou registrateur

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Historique des raisons sociales**Nom**HAMPTON-METRIX APARTMENT 2006 LIMITED
PARTNERSHIP**Date d'entrée en vigueur**

11 mai 2006

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

V. Quintanilla W.

Directeur ou registrateur

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Noms commerciaux en vigueur

Cette entité n'a pas de nom commercial en usage enregistré en vertu de la Loi sur les noms commerciaux.

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Noms commerciaux expirés ou révoqués

Cette entité n'a pas de nom commercial expiré ou révoqué enregistré en vertu de la Loi sur les noms commerciaux.

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

Liste de documents

Nom du dépôt	Date d'entrée en vigueur
Renouvellement d'une déclaration de société en commandite de l'Ontario	07 mai 2021
Renouvellement d'une déclaration de société en commandite de l'Ontario	08 mai 2018
Renouvellement d'une déclaration de société en commandite de l'Ontario	09 mai 2011
LPA - Dépôt d'une déclaration de société en commandite de l'Ontario	11 mai 2006

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

V. Quintanilla W.

Directeur ou registrateur

Ce rapport présente les renseignements les plus récents déposés à compter du 27 juin 1992 à l'égard des sociétés, et le 1er avril 1994, à l'égard des dépôts en vertu de la Loi sur les noms commerciaux et de la Loi sur les sociétés en commandite et enregistrés dans les dossiers électroniques tenus par le Ministère à la date et à l'heure auxquelles le rapport est généré, sauf si le rapport est généré pour une date antérieure. Si ce rapport est produit pour une date antérieure, le rapport contient les renseignements les plus récents déposés et enregistrés dans les dossiers électroniques tenus par le Ministère jusqu'à la date « en date du » indiquée sur le rapport. Des renseignements historiques supplémentaires peuvent exister au format papier ou microfiche.

This is **Exhibit C**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" surname.

Commissioner for Taking Affidavits (or as may be)

LAND
REGISTRY
OFFICE #66

10135-0306 (LT)

PREPARED FOR DM
ON 2023/11/21 AT 11:40:52

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

PROPERTY DESCRIPTION: BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 10135-0661

PIN CREATION DATE:
2002/04/29

OWNERS' NAMES
H-M APARTMENT MOCCASIN INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/04/26 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/04/29 **</p>						
64BA1616	1979/11/09	PLAN BOUNDRIES ACT				C
		REMARKS: NY771284/PLAN 11099				
64BA2197	1985/08/14	PLAN BOUNDRIES ACT				C
		REMARKS: TB261343/PLAN 11821				
TR23035	1998/05/01	NOTICE OF LEASE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.	COINAMATIC CANADA INC.	
TR23036	1998/05/01	NOTICE OF LEASE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.	COINAMATIC CANADA INC.	
TR47251	1999/08/20	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** HEBA PROPERTIES LIMITED	COINAMATIC CANADA INC.	
TR51472	1999/11/03	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** DHOW INVESTMENTS LTD.	URSEG PROPERTIES INC.	
TR51473	1999/11/03	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		

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REGISTRY
OFFICE #66

10135-0306 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
TR51474	1999/11/03	ASSIGNMENT GENERAL		URSEG PROPERTIES INC. *** DELETED AGAINST THIS PROPERTY *** URSEG PROPERTIES INC.	MONTREAL TRUST COMPANY OF CANADA MONTREAL TRUST COMPANY OF CANADA	
		<i>REMARKS: RE RENTS: TR51473</i>				
TR51475	1999/11/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** URSEG PROPERTIES INC.	DHOW INVESTMENTS LTD.	
TR51476	1999/11/03	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** MONTREAL TRUST COMPANY OF CANADA	DHOW INVESTMENTS LTD.	
		<i>REMARKS: SUBORDINATION AND STANDSTILL</i>				
TR64699	2000/08/11	TRANSFER EASEMENT		URSEG PROPERTIES INC.	ROGERS CABLE INC.	C
64R16896	2001/01/24	PLAN REFERENCE				C
TR73772	2001/03/09	TRANSFER EASEMENT	\$35,000	URSEG PROPERTIES INC.	BELL CANADA	C
E551187	2002/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.		
		<i>REMARKS: RE: TR51475</i>				
E551188	2002/06/12	TRANSFER		*** COMPLETELY DELETED *** URSEG PROPERTIES INC.	MOCCASIN PARK APARTMENTS INC.	
		<i>REMARKS: PLANNING ACTS STATEMENT</i>				
E551189	2002/06/12	NOTICE		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	MONTREAL TRUST COMPANY OF CANADA	
		<i>REMARKS: TR51473-RENTS</i>				
E551190	2002/06/12	RESTRICTION-CH		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	URSEG PROPERTIES INC.	
		<i>REMARKS: MOCCASIN PARK APARTMENTS INC. SHALL NOT TRANSFER OR CHARGE WITHOUT CONSENT OF URSEG PROPERTIES INC.</i>				
E597691	2002/09/10	APL (GENERAL)		*** COMPLETELY DELETED *** URSEG PROPERTIES INC.		
		<i>REMARKS: TR23035 AND TR23036 . DELETED BY FIROZ B. ON 2004-10-22.</i>				
AT634357	2004/10/21	APL DELETE REST		*** COMPLETELY DELETED ***	URSEG PROPERTIES INC.	
		<i>REMARKS: RE: E551190</i>				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT634493	2004/10/21	CHARGE		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	THE EQUITABLE TRUST COMPANY	
AT634494	2004/10/21	NO ASSGN RENT GEN <i>REMARKS: AT634493 RENTS</i>		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	THE EQUITABLE TRUST COMPANY	
AT634495	2004/10/21	NO SEC INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
AT634694	2004/10/21	POSTPONEMENT <i>REMARKS: TR47251 TO AT634493, AT634494 AND AT634495 AGAINST PIN. 10135-0306 TR47251 TO AT634482, AT634483 AND AT634484 AGAINST PIN. 10135-0307</i>		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	THE EQUITABLE TRUST COMPANY	
AT1145157	2006/05/24	APL (GENERAL) <i>REMARKS: TR47251</i>		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	COINAMATIC CANADA INC.	
AT1146202	2006/05/25	DISCH OF CHARGE <i>REMARKS: RE: TR51473</i>		*** COMPLETELY DELETED *** MONTREAL TRUST COMPANY OF CANADA		
AT1148882	2006/05/26	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS</i>	\$7,611,621	MOCCASIN PARK APARTMENTS INC.	H-M APARTMENT MOCCASIN INC.	C
AT1149836	2006/05/29	NO ASSGN RENT GEN <i>REMARKS: RENTS - AT634493</i>		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
AT1340398	2006/12/21	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
AT1340399	2006/12/21	NO ASSGN RENT GEN <i>REMARKS: AT1340398</i>		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
AT1340400	2006/12/21	NO SEC INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
AT1438503	2007/05/03	DISCH OF CHARGE <i>REMARKS: RE: AT634493</i>		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		

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AT1438504	2007/05/03	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	THE EQUITABLE TRUST COMPANY	
	REMARKS: RE: AT634495					
AT1848460	2008/07/29	NOTICE OF LEASE		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	COINAMATIC CANADA INC.	
AT2333383	2010/03/22	NOTICE OF LEASE		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.		
AT2621249	2011/02/15	APL GOVT ORDER		*** COMPLETELY DELETED *** CITY OF TORONTO		
AT2967995	2012/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
	REMARKS: AT1340398.					
AT2967996	2012/03/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
	REMARKS: AT1340400.					
AT2969543	2012/03/19	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	FIRST SOURCE MORTGAGE CORPORATION	
AT2969544	2012/03/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	FIRST SOURCE MORTGAGE CORPORATION	
	REMARKS: RENTS RE;AT2969543					
AT3191016	2012/12/05	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF TORONTO		
	REMARKS: RE,AT2621249					
AT3550577	2014/04/01	NOTICE		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION	H-M APARTMENT MOCCASIN INC.	
	REMARKS: AT2969543					
AT3847078	2015/04/01	NOTICE		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION	H-M APARTMENT MOCCASIN INC.	
	REMARKS: AT2969543					
AT4190850	2016/04/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION		
	REMARKS: AT2969543.					

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AT4190851	2016/04/12	CHARGE	\$8,000,000	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4190852	2016/04/12	NO ASSGN RENT GEN REMARKS: AT4190851.		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4798838	2018/02/07	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	MILISENIC LIMITED.	
AT4861453	2018/05/11	NOTICE REMARKS: AT4190851		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4861985	2018/05/11	NOTICE REMARKS: AT4798838		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	MILISENIC LIMITED	
AT5136270	2019/05/15	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	JAVLEE CONSTRUCTION LIMITED	
AT5267238	2019/10/21	DISCH OF CHARGE REMARKS: AT4798838.		*** COMPLETELY DELETED *** MILISENIC LIMITED.		
AT5267239	2019/10/21	DISCH OF CHARGE REMARKS: AT5136270.		*** COMPLETELY DELETED *** JAVLEE CONSTRUCTION LIMITED		
AT5267240	2019/10/21	NOTICE REMARKS: AT4190851		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT5471821	2020/07/13	NOTICE REMARKS: AT4190851	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT5789114	2021/07/06	NOTICE	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT6074887	2022/05/11	NO DET/SURR LEASE REMARKS: AT1848460.		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	H-M APARTMENT MOCCASIN INC.	
AT6074888	2022/05/11	NO DET/SURR LEASE REMARKS: AT2333383.		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	H-M APARTMENT MOCCASIN INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6188292	2022/09/23	NOTICE	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
REMARKS: AT4190851						

This is **Exhibit D**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a prominent initial "J".

Commissioner for Taking Affidavits (or as may be)

LAND
REGISTRY
OFFICE #66

10135-0307 (LT)

PREPARED FOR DM
ON 2023/11/21 AT 11:42:15

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

PROPERTY DESCRIPTION: BLK C PL 4639 NORTH YORK; S/T NY185817, TR64699; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10135-0662

PIN CREATION DATE:

2002/04/29

OWNERS' NAMES

H-M APARTMENT MOCCASIN INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/04/26 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/04/29 **</p>						
NY185817	1954/11/04	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF NORTH YORK	C
64BA1616	1979/11/09	PLAN BOUNDRIES ACT REMARKS: NY771284/PLAN 11099				C
64BA2197	1985/08/14	PLAN BOUNDRIES ACT REMARKS: TB261343/PLAN 11821				C
TB963487	1994/12/23	NOTICE		THE BELL TELEPHONE COMPANY OF CANADA		C
TR23035	1998/05/01	NOTICE OF LEASE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.	COINAMATIC CANADA INC.	
TR23036	1998/05/01	NOTICE OF LEASE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.	COINAMATIC CANADA INC.	
TR47251	1999/08/20	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** HEBA PROPERTIES LIMITED	COINAMATIC CANADA INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
TR51472	1999/11/03	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** DHOW INVESTMENTS LTD.	URSEG PROPERTIES INC.		
TR51473	1999/11/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** URSEG PROPERTIES INC.	MONTREAL TRUST COMPANY OF CANADA		
TR51474	1999/11/03	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY *** URSEG PROPERTIES INC.	MONTREAL TRUST COMPANY OF CANADA		
		<i>REMARKS: RE REMTS: TR51473</i>					
TR51475	1999/11/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** URSEG PROPERTIES INC.	DHOW INVESTMENTS LTD.		
TR51476	1999/11/03	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** MONTREAL TRUST COMPANY OF CANADA	DHOW INVESTMENTS LTD.		
		<i>REMARKS: SUBORDINATION AND STANDSTILL</i>					
TR52339	1999/11/23	NOTICE		TORONTO HYDRO-ELECTRIC SYSTEM LIMITED		C	
		<i>REMARKS: NY185817, NY340333, NY345828, NY342126, NY340334, NY349629 - PART 111 OF THE REGISTRY ACT</i>					
TR64699	2000/08/11	TRANSFER EASEMENT		URSEG PROPERTIES INC.	ROGERS CABLE INC.	C	
E551187	2002/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** DHOW INVESTMENTS LTD.			
		<i>REMARKS: RE: TR51475</i>					
E551188	2002/06/12	TRANSFER		*** COMPLETELY DELETED *** URSEG PROPERTIES INC.	MOCCASIN PARK APARTMENTS INC.		
		<i>REMARKS: PLANNING ACTS STATEMENT</i>					
E551189	2002/06/12	NOTICE		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	MONTREAL TRUST COMPANY OF CANADA		
		<i>REMARKS: TR51473-RENTS</i>					
E551190	2002/06/12	RESTRICTION-CH		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	URSEG PROPERTIES INC.		
		<i>REMARKS: MOCCASIN PARK APARTMENTS INC. SHALL NOT TRANSFER OR CHARGE WITHOUT CONSENT OF URSEG PROPERTIES INC.</i>					
E597691	2002/09/10	APL (GENERAL)		*** COMPLETELY DELETED *** URSEG PROPERTIES INC.			
		<i>REMARKS: TR23035 AND TR23036 . DELETED BY FIROZ B. ON 2004-10-22.</i>					

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AT634357	2004/10/21	APL DELETE REST		*** COMPLETELY DELETED ***	URSEG PROPERTIES INC.	
		REMARKS: RE: E551190				
AT634482	2004/10/21	CHARGE		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	THE EQUITABLE TRUST COMPANY	
AT634483	2004/10/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	THE EQUITABLE TRUST COMPANY	
		REMARKS: RENTS RE; AT634482				
AT634484	2004/10/21	NO SEC INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
AT634694	2004/10/21	POSTPONEMENT		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	THE EQUITABLE TRUST COMPANY	
		REMARKS: TR47251 TO AT634493, AT634494 AND AT634495 AGAINST PIN. 10135-0306 TR47251 TO AT634482, AT634483 AND AT634484 AGAINST PIN. 10135-0307				
AT1145157	2006/05/24	APL (GENERAL)		*** COMPLETELY DELETED *** MOCCASIN PARK APARTMENTS INC.	COINAMATIC CANADA INC.	
		REMARKS: TR47251				
AT1146202	2006/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** MONTREAL TRUST COMPANY OF CANADA		
		REMARKS: RE: TR51473				
AT1148882	2006/05/26	TRANSFER	\$7,611,621	MOCCASIN PARK APARTMENTS INC.	H-M APARTMENT MOCCASIN INC.	C
		REMARKS: PLANNING ACT STATEMENTS				
AT1149814	2006/05/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
		REMARKS: RENTS - AT634482				
AT1340338	2006/12/21	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
AT1340339	2006/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	THE EQUITABLE TRUST COMPANY	
		REMARKS: AT1340338				
AT1340340	2006/12/21	NO SEC INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		

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AT1438473	2007/05/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
		REMARKS: RE: AT634482				
AT1438474	2007/05/03	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	THE EQUITABLE TRUST COMPANY	
		REMARKS: RE: AT634484				
AT1848400	2008/07/29	NOTICE OF LEASE		*** COMPLETELY DELETED *** COINAMATIC CANADA INC.	COINAMATIC CANADA INC.	
AT2333381	2010/03/22	NOTICE OF LEASE		COINAMATIC CANADA INC.	COINAMATIC CANADA INC.	C
AT2621211	2011/02/15	APL GOVT ORDER		*** COMPLETELY DELETED *** CITY OF TORONTO		
		REMARKS: 10190662 PRS 00IV				
AT2621212	2011/02/15	APL GOVT ORDER		*** COMPLETELY DELETED *** CITY OF TORONTO		
AT2967997	2012/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
		REMARKS: AT1340338.				
AT2967998	2012/03/16	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
		REMARKS: AT1340340.				
AT2969543	2012/03/19	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	FIRST SOURCE MORTGAGE CORPORATION	
AT2969544	2012/03/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	FIRST SOURCE MORTGAGE CORPORATION	
		REMARKS: RENTS RE;AT2969543				
AT3185487	2012/11/29	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF TORONTO		
		REMARKS: DELETE AT2621211				
AT3185488	2012/11/29	APL (GENERAL)		*** COMPLETELY DELETED *** CITY OF TORONTO		
		REMARKS: DELETE AT2621212. DELETED ON 2019/08/07 BY L.BELL.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT3550577	2014/04/01	NOTICE <i>REMARKS: AT2969543</i>		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION	H-M APARTMENT MOCCASIN INC.	
AT3847078	2015/04/01	NOTICE <i>REMARKS: AT2969543</i>		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION	H-M APARTMENT MOCCASIN INC.	
AT4190850	2016/04/12	DISCH OF CHARGE <i>REMARKS: AT2969543.</i>		*** COMPLETELY DELETED *** FIRST SOURCE MORTGAGE CORPORATION		
AT4190851	2016/04/12	CHARGE	\$8,000,000	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4190852	2016/04/12	NO ASSGN RENT GEN <i>REMARKS: AT4190851.</i>		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4798838	2018/02/07	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	MILISENIC LIMITED.	
AT4861453	2018/05/11	NOTICE <i>REMARKS: AT4190851</i>		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT4861985	2018/05/11	NOTICE <i>REMARKS: AT4798838</i>		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	MILISENIC LIMITED	
AT5136270	2019/05/15	CHARGE		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.	JAVLEE CONSTRUCTION LIMITED	
AT5267238	2019/10/21	DISCH OF CHARGE <i>REMARKS: AT4798838.</i>		*** COMPLETELY DELETED *** MILISENIC LIMITED.		
AT5267239	2019/10/21	DISCH OF CHARGE <i>REMARKS: AT5136270.</i>		*** COMPLETELY DELETED *** JAVLEE CONSTRUCTION LIMITED		
AT5267240	2019/10/21	NOTICE <i>REMARKS: AT4190851</i>		H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT5471821	2020/07/13	NOTICE <i>REMARKS: AT4190851</i>	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C

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

LAND
 REGISTRY
 OFFICE #66

10135-0307 (LT)

* 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
AT5789114	2021/07/06	NOTICE	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C
AT6076643	2022/05/12	APL (GENERAL) REMARKS: DELETE AT1848400		*** COMPLETELY DELETED *** H-M APARTMENT MOCCASIN INC.		
AT6188292	2022/09/23	NOTICE REMARKS: AT4190851	\$2	H-M APARTMENT MOCCASIN INC.	FIRST SOURCE FINANCIAL MANAGEMENT INC.	C

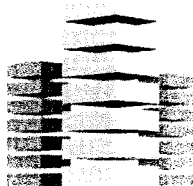
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is **Exhibit E**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink that reads "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" following.

Commissioner for Taking Affidavits (or as may be)



FIRST SOURCE
MORTGAGE CORPORATION

April 1, 2016

H-M Apartment Moccasin Inc.
1420-65 Queen Street West
Toronto, ON
M5H 1M5H

By email: ahenry@hamptonmetrix.com

Re: First Mortgage to H-M Apartment Moccasin Inc. on property municipally known as 50-60 Greenbelt Drive and 40 Moccasin Trail, Toronto, Ontario. Approximately 3.54 combined acres of land currently improved with 3 rental buildings to be demolished and two residential buildings with approximately 234 units in the "East Building" and approximately 110 units in the "West Building" to be constructed (the "Property").

Dear Sir:

FIRST SOURCE MORTGAGE CORPORATION and its syndicate partner ("First Source" or the "Lender(s)"), licensed under the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, is pleased to advise you, H-M Apartment Moccasin Inc. (the "Borrower"), that Borrower's recent application for a loan to be secured by a first mortgage has been approved subject to the following terms and conditions:

ARTICLE 1.00

MORTGAGE DETAILS

- 1.01 Loan Amount:** The lesser of: (i) \$8,000,000 or (ii) 35% of value. The value shall be determined by the "as is" appraisal value. An appraisal to be prepared by a bona fide appraiser approved by the Lender and funds shall be advanced in one advance, as hereinafter set out, (the "Loan" or "Loan Facility").
- 1.02 Interest Rate:** The higher of (i) 9.50% or (ii) P+6.80% based on RBC Prime Rate per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding. This Loan will be administered on behalf of the Lender(s), and were applicable, at a cost to the Lender(s) of approximately 0.75%, which cost is subject to any H.S.T. (the "HST Administration Tax"). The HST Administration Tax only is for the account of the Borrower and an estimated amount is to be deducted from the Loan Advance. The Lender shall advise the Borrower of the HST Administration Tax on or before Closing. In the event that the Loan Amount is not fully repaid on the first day of the 25th month of the term the interest rate shall be

1 Valleybrook Drive, Suite 100, Toronto, Ontario M3B 2S7 • Tel: 416-221-2238 • Fax: 647-799-0338
Principal Broker (License # 10434) • Mortgage Administrator (License # 12954)

www.firstsourcemortgage.ca

2% per month calculated monthly with no deemed re-investment of monthly payments on the principal outstanding until discharged.

- 1.03 Term:** 24 months from the Interest Adjustment Date.
- 1.04 Amortization:** Nil.
- 1.05 Beneficial Owner:** Hampton-Metrix Apartment 2006 Limited Partnership
- 1.06 Repayable:** Interest only paid monthly from the interest reserve of \$1,520,000, deducted from the advance.
- 1.07 Interest Adjustment Date:** The 1st day of the month following the first advance.
- 1.08 Closing Date:** The loan shall be made on (i) April 11, 2016 or a date mutually agreed upon by First Source and the Borrower. If the date of the advance is more than 10 business days past the aforesaid date, this commitment will be at our option, null and void. In the event First Source agrees to an extension of more than 10 business days beyond the date specified, the new rate and any costs attributable thereto, will be subject to the then current market terms and conditions as at that date.
- 1.09 Prepayment Privileges:** Closed for 6 months and then open on any payment date with 15 days prior written notice and the payment of one month's interest as a bonus.
- 1.10 Purpose:** To retire existing FSMC loan (\$4,950,000), Working Capital to take the project through the OMB approval process (\$1,250,000), Interest reserve for the term of the loan (\$1,520,000) and closing costs, fees and contingencies (\$280,000) (the "Project").
- 1.11 Security:**
- 1) Promissory Note from the Borrower.
 - 2) First Charge on the Property.
 - 3) General Assignment of all permits, plans, approvals, construction contracts, and other contracts held by or in possession of the Borrower as well as those in process or reasonably expected during the term of this mortgage as reasonably required by the Lender or Lenders Solicitor relating to the development of the Property.
 - 4) General Security Agreement ("GSA") against the chattels and inventory/equipment being the property of the Borrower on the Property.
 - 5) Guarantees as aforesaid together with General Security Agreements.
 - 6) Subordination and Postponement of Claim from shareholders of the Borrower.
 - 7) Mortgage to include a covenant of no subsequent financing without consent of the Lender, not to be unreasonably withheld.
 - 8) Twenty-four month interest reserve of \$1,520,000 to be deducted from the advance and used to service the loan for the term.
 - 9) Such other reasonable legal security as requested by the Lender and/or its legal counsel.

ARTICLE 2.00

- 2.01 Lender Fee:** In consideration of First Source obtaining this Commitment, the Borrower hereby agrees to pay a fee (the "Lender Fee") in the amount of 1.50% of the Loan Amount;

- a) \$20,000 to be paid upon acceptance of the Letter of Intent (the "First Deposit"). The First Deposit shall be forfeited if the Mortgage Amount is not advanced by the Lender due to any cause whatsoever, save and except default of the Lender.
- b) The balance of the Lender Fee shall be payable from the closing proceeds on the closing date.

The Lender Fee is deemed earned upon acceptance of this Commitment and upon execution of the Commitment, the Lender shall have an interest in the Property for the Lender Fee and if not paid, and if litigation proceedings are commenced, the Lender shall be entitled to a Certificate of Pending Litigation against the Property. The Borrower acknowledges that the Lender Fee is a reasonable estimate of the Lender's costs incurred in sourcing, investigating and underwriting and preparing the Loan.

ARTICLE 3.00

CONDITIONS OF THIS COMMITMENT

3.01 Lender Conditions: This Commitment is conditional for the benefit of the Lender upon the Borrower providing First Source with satisfactory evidence of the following prior to the advance:

- a) **Appraisal/Letters of Opinion:** Review and approval of an appraisal from an appraiser approved by the Lender confirming an "as is" value of not less than \$23,130,000. The Appraisal is to be addressed to the Lender and its lending clients or a Letter of Reliance provided. All appraisals/Letters of Opinion are for the account of the Borrower. *(Received)*
- b) **Environmental Reports:** Review and approval by the Lender of a current satisfactory Phase I, and if required by the Lender's Environmental Consultant a Phase II Environmental Site Assessment Reports addressed to the Lender and its lender clients, or a Reliance Letter, prepared by a reputable environmental firm or other evidence the Lender in its sole discretion finds satisfactory. *(Peer Review Received)*
- c) **Credit Rating:** Review of the Borrower's financial position including without limiting the generality of the foregoing, recent financial statements, credit bureau reports, notices of assessment, statements of Net Worth. The Borrower and Guarantor hereby consent to credit inquiries and to any disclosure of personal or credit information to any other credit grantors or to any consumer reporting agency.
- d) **Loan to Value:** The Borrower shall be obligated to maintain a maximum loan to value of 45%, to be tested semi-annually, as determined by the Lender. Failure to maintain such maximum loan to value ratio may be considered an event of default, at the Lender's option.
- e) **Inspection and Meeting with Principals:** First Source being satisfied with its inspection of the Property and its meeting with the principals of the Borrower. The Borrower hereby agrees to provide access to the Property for initial inspection and any subsequent inspection and at least one of the principals will make him/herself available to meet at the Property.
- f) **First Source Forms:** The Borrower delivering completed and signed Mortgage Application, Net Worth Statements and Background Check Consent Form on such forms as reasonably required by First Source.

- g) **Financial Statements:** Receipt and approval of financial statements for the Borrower. *(Received)*.
- h) **Planners Report:** The Borrower will deliver to the Lender a planning report prepared by the Borrowers planner articulating where exactly in the planning stage the project is and the requirements for site plan approval of the revised plan along with estimated timelines for the approval.
- The Lender shall engage, at the Borrower's expense, the services of a 3rd party Land Development Consultant to provide an opinion on SPA of the property as follows: (1) Probability and timing SPA development with two rental buildings with the "East Building" being 234 units and the "West Building" being 110 units with 60% rental replacement. The Lender to be completely satisfied with the form and content of the planning report.
- The Lender shall engage a Land Development Consultant to review the development status and access to services for the Project confirming the following:
- a. The probability of Site Plan Approval within 18 to 24 months and all issues related thereto;
 - b. The timing and access to water, sanitary, and storm water management services.
- The Said Report to be in a form and content acceptable to the Lender in its sole discretion.
- i) **Not For Construction:** The borrower shall covenant that no portion of the Loan shall be used for construction.
- j) **Other Documents:** Any other documents realized or required during the due diligence process of underwriting the loan.

ARTICLE 4.00

CONDITIONS OF FUNDING

The Lender shall not be obligated to make any loan advances unless the following requirements have been met to the Lender's satisfaction:

- 4.01 **Security in Place:** All security being in place in form and content satisfactory to the Lender, the Borrower and its solicitors acting reasonably;
- 4.02 **Execution of Documents:** The Borrower and Guarantor, if any, executing all documents necessary to give effect to the Mortgage and further including but not limited to the mortgage agreement, which shall contain *inter alia* the provisions, set out in Schedule "A".
- 4.03 **Title:** The Lender being satisfied with the title to the properties and obtaining at the Borrower's expense a satisfactory Title Insurance Policy for the Mortgage.
- 4.04 **Work Orders etc.:** The Lender obtaining satisfactory evidence that there are no outstanding work orders or notices of violations from any governmental departments affecting the Property. The Buildings can be demolished upon application for a Demolition Permit.
- 4.05 **Fire:** If required, the Borrower providing the Lender with satisfactory evidence that the Property has no infractions outstanding on file under the appropriate Fire Code.
- 4.06 **Costs Borne by the Borrower:** The Borrower paying for all costs incurred by either the Borrower or the Lender including legal, appraisal, insurance consulting as well as other costs that arise in relation to the Loan.
- 4.07 **Fire Insurance:** Receipt by the Lender of evidence that proper and adequate insurance is in place, which insurance shall include but not be limited to coverage for less than the full 100%

"Replacement Cost" thereof, against the perils of "All Risk". The Borrower's risk advisor to review and ensure policy complies.

Effect and maintain public liability insurance to such amounts of not less than \$2,000,000 on a per-occurrence basis. The Insurer or Insurers shall sign each policy of insurance and the policy shall contain a clause at least equivalent to IBC 3000 showing loss payable the mortgagees as their interest may appear in the first instance, the Borrower shall arrange for the insurance following completion of construction, if any to be subject to "Stated Amount Co-Insurance Clause" not exceeding 10% and "Replacement Cost Clause" of insurers and shall in this regard file values are required under these clauses.

The insurance policy shall include the insurance of the foundation and all parts below ground level. Any provisions in any policies of insurance with respect to reconstruction in case of any loss, on "same or adjacent sites" shall have the requirement concerning "same or adjacent sites" deleted there from.

Each policy of insurance shall show loss payable to the mortgagees as their interest may appear. All insurance policies shall be in form and scope satisfactory to First Source and its solicitors and the premiums on it shall be paid for a period of not less than six months. A third party consultant shall review the policies at the Borrower's cost.

- 4.08 Borrower's Representations:** If, at any time before the advance, there is or has been any material discrepancy or inaccuracy in any written information, statements or representations at any time made or furnished to the Lender by or on behalf of the Borrower/Guarantor, concerning the Borrower's or the Guarantor's financial condition and responsibility, the Lender shall, if such material discrepancy or inaccuracy cannot be rectified or nullified by the Borrower/Guarantor within thirty (30) days of written notification thereof to the Borrower/Guarantors from the Lender, be entitled forthwith to withdraw and cancel its obligations hereunder or decline to advance further funds as the case may be, and to declare any monies theretofore advanced, with interest to be forthwith due and payable.
- 4.09 Material Change:** It is a condition for disbursement of funds that in the Lender's opinion the financial position of the Borrower and/or the Guarantor, and any of the properties given as security, and the Borrower's representations and warranties, shall not have suffered any adverse change; nor shall there be any action, suits, or pending proceedings of which the Borrower has knowledge except as otherwise disclosed to the Lender; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the properties or the financial position of the Guarantor. No change in the shareholding of the Borrower or Guarantor without the consent of the Lender, such consent not to be unreasonably withheld.
- 4.10 Non-Merger:** The Borrower's obligations contained in this Commitment shall survive the execution and registration of the Mortgage and any other security documentation and all advances of funds under the Mortgage, and the Borrower agrees that those obligations shall not merge in the execution and registration of the Mortgage and other security. All terms and conditions of our Mortgage and other security documentation shall form part of this Commitment.
- 4.11 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.

- 4.12 **Lender's Solicitor:** The Lender being satisfied with the Lender's Solicitor's opinion on title, security and the validity, legality and binding effect of all aspects of this Mortgage transaction. The Borrower agrees that the Lender's solicitors shall prepare all mortgage and other documents related to this Mortgage for review and approval by the Borrower, such approval not to be unreasonably withheld. The Borrower shall have the choice of one of the two solicitors selected by the Lender.
- 4.13 **Taxes:** The Borrower prior to the advance or on the date of advance shall pay all taxes due and payable.
- 4.14 **Not a Joint Venture:** The Borrower and Lender acknowledge and agree that they are not entering into a joint venture or partnership agreement by virtue of this Loan transaction.
- 4.15 **Other Documentation** Any other information, documentation or security reasonably requested by the Lender and its solicitors in assessing, approving and funding of the facility requested.
- 4.16 **Identification:** 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 Guarantor and for information with respect to the source of funds, used in connection with the Borrower's equity in the Property. The Borrower and Guarantor hereby covenant and agree to provide prior to the first advance, such identification and information as may be reasonably required to ensure the Lender's compliance with the Act.
- 4.17 **Cancellation:** The Lender shall have the right to terminate and cancel its agreement to provide the mortgage herein to the Borrower and shall be relieved of all obligations in connection therewith in the event that the Borrower fails or is unable or unwilling to comply with the terms and conditions of this Commitment letter on or before the Closing Date including failing or refusing to execute documentation requested by the Lender or accepting the funds when advanced.
- In the event the Loan is not advanced and the Commitment is terminated, through no fault of the Lender, the Deposit shall not be refundable to the Borrower and may be retained by the Lender as liquidated damages. Notwithstanding the foregoing, the Borrower shall be responsible for and pay the deficiency between the Lender Fee and the Deposit forthwith on demand, unless if caused by the default of the Lender. In addition, no termination of this Commitment shall limit or restrict or otherwise affect in any way: (i) the obligations of the Borrower to pay to the Lender any third party fees, costs and expenses in connection with the Loan; and (ii) any rights and remedies of the Lender against the Borrower arising from any breach of the Commitment by the Borrower including any claim for damages.
- It is understood that the Lender has entered into this Commitment based on representations made by the Borrower and, if at any time there is or has been any material discrepancy or inaccuracy in any written or oral information, statements or representations heretofore or hereafter made or furnished to the Lender by or on behalf of the Borrower concerning the security or the Borrower's financial condition, then the Lender shall be entitled in its sole discretion to withdraw or cancel any obligation hereunder and decline to advance funds and in addition to forfeiture of the Deposit, the Borrower shall be liable to pay 50% of the Lender Fee and all other expenses as hereinbefore set out.
- 4.18 **Legal Fees:** The Borrower hereby agrees to pay the reasonable legal fees required by the Lender's Solicitors for the completion of the legal services related to this Mortgage. Disbursements shall be in addition thereto.

- 4.19 **Syndication:** The commitment is conditional upon the success of First Source Mortgage Corporation syndicating a portion or the entire loan with a Lender (s) to be determined.

ARTICLE 5.00 BORROWER'S REPRESENTATIONS

- 5.01 **Borrower's Representations:** The Borrower represents and warrants that as of the date of acceptance of this Commitment and as of the Closing Date:

- (i) The Borrower and the Guarantor have the power, capacity and authority to enter into this Commitment and to perform and complete the transaction contemplated herein, all of which have been duly authorized where required by all necessary corporate action and that no consents are necessary;
- (ii) the Borrower and the Guarantor have not withheld any information of a material nature relating to the Property or to the Borrower or Guarantor;
- (iii) all existing environmental assessments, audits, tests and reports relating to the Properties within the knowledge of the Borrower have been delivered to the Lender.
- (iv) to the best of its knowledge and belief, the Properties have no Environmental issues affecting same and a covenant and warranty with respect to same will be delivered to the Lender.

- 5.02 **Borrower's Acknowledgments:** The Borrower acknowledges and represents that:

- (i) it has considered the risks entailed in private borrowing and has been informed of the risks involved in the Loan;
- (ii) the terms and the interest rate in this Commitment may be higher and more onerous than institutional lenders;
- (iii) it has had an opportunity to consult its legal counsel and accountant or other financial advisors;
- (iv) if the Lender does not advance the Loan by a certain date, the Borrower may be unable to satisfy the intended purpose for the Loan;
- (v) In the event the Borrower is unable to pay monthly payments, Property taxes, fire insurance premiums or the principal amount when the Loan is due, the Lender could obtain a court judgment and enforce all remedies available by law and income could be seized to pay the judgment or the Lender could keep the Property or sell it.
- (vi) When the Loan is due, if the Lender cannot or will not renew the Loan and cannot pay the outstanding balance the Property may have to be sold in order to repay the Loan; and
- (vii) the Lender has disclosed the material risks of the Loan.
- (viii) it has reviewed the loan with its trusted advisors and has determined the loan to be most suitable for its needs.

- 5.03 **Reporting Requirements:** The Borrower acknowledges and represents that:

- (i) Within 120 days of each fiscal year during the term of the Loan Facility to provide the Lender with financial statement for the Borrower and the Guarantor, if any.

- 5.04 **No Subsequent Encumbrances:** The Borrower covenants and agrees that it shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therewith which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender, the Loan shall immediately become due and payable.

ARTICLE 6.00

MISCELLANEOUS

- 6.01 Survival of the Terms of Commitment:** Notwithstanding the registration of the Mortgage and the advances made pursuant to same, the terms and conditions of this commitment shall remain binding and effective on the parties hereto.
- 6.02 Time is of the Essence:** Time shall be of the essence in this Commitment.
- 6.03 Agreement in Writing:** No change to vary or to amend this Commitment is binding on the Lender unless made in writing and signed by all parties hereto. Except as provided herein, there are no representations, collateral agreements, warranties or conditions affecting this Commitment.
- 6.04 Governing Law:** This Commitment shall be interpreted in accordance with the laws of the Province of Ontario.
- 6.05 Notices:** All notices required or permitted to be given hereunder will be sufficiently given if sent by prepaid registered mail and addressed as follows:

In case of First Source to:
 1 Valleybrook Dr., Suite 100
 Toronto, Ontario M3B 2S7
 Attention: **Mr. David Mandel**
 By email: david@firstsourcemortgage.ca

In the case of the Borrower and the Guarantor to:
 H-M Apartment Moccasin Inc.
 1420-65 Queen Street West
 Toronto, ON
 M5H 1M5H
 Attention: **Mr. Alex Henry**
 By email: ahenry@hamptonmetrix.com

Provided that the parties shall be entitled to designate another address (es) by giving written notice thereof to all other parties hereof. Any notice so mailed or emailed shall remain binding and effective on the parties hereto.

- 6.06 General Provisions and Independent Legal Advice:** The Mortgage Advance is to be payable to the registered owner of the Property or the encumbrancers who are to be paid out from the Advance. Independent Legal Advice shall be required for any party guaranteeing the Mortgage, consenting to the Mortgage or postponing their interest to the Lender's security.
- 6.07 Facsimile Transmission or Email:** The transmission of an executed copy of this Commitment by facsimile transmission or in "pdf" form by email shall be deemed to constitute execution and delivery of an original executed copy.
- 6.08 Consent to Personal Information as Per Privacy Policy:** By signing this Commitment, the Borrower and Guarantor agree that any information, personal or otherwise, either that the Borrower or Guarantor has provided or will provide to the Lender or that the Borrower has on file about the Borrower and Guarantor shall be retained and may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor also agree that the Lender may retain this information on file for as long as the Lender deems appropriate. The Borrower and Guarantor also agree to any

credit bureau search being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion, but no later than 90 days after the Mortgage is discharged.

By signing this Commitment with respect to the Property, the Borrower and Guarantor agrees that the Lender shall have the right to seek any information from any government agency, authority or office whether municipal, provincial or federal, Electric Safety Agency or Technical Safety Standards Agency at any time either before or after the registration of the Mortgage and before and after default with respect to only information on file at the entity about the said Borrower and Guarantor and/or the Property and the Lender shall have the right to retain such information which may be used as the Lender deems necessary in its sole discretion for the mortgage placement herein, collection of any arrears or deficiencies in the event of a default and any renewals or extensions of same. The Borrower and the Guarantor also agree that the Lender may retain this information on file for as long as the Lender deems appropriate, but no longer than 90 days after the Loan Facility is repaid, unless required by governmental legislation. The Borrower and the Guarantor also agree to any and all searches being carried out by the Lender from time to time, as the Lender deems necessary in its sole discretion.

- 6.09 Counterparts:** This Commitment may be executed in counterparts and all counterparts so executed will constitute one agreement binding on the parties effective on execution.
- 6.10 Assignment:** The Borrower acknowledges that all or a portion of the Loan may be sold or syndicated without further notice to or consent of the Borrower and the Lender may disclose, transfer and assign as they in their sole discretion deem advisable all financial and other information and materials, without restriction or notice as follows; (i) to any subsequent or proposed purchaser of the Loan or any subsequent lender and their respective third party advisors; and (ii) to any person in connection with the sale or assignment of the Loan. This Commitment is conditional on a portion of the Loan being satisfactorily assigned and funded. The Borrower also consents to the release, disclosure, exchange and sharing of all information and materials and to any publicity or advertising that refers to the financing. The Lender may sell transfer or assign the Loan or any interest therein from time to time without the consent of the Borrower at no cost to the Borrower. After any such assignment, the Lender shall have no further obligation to that part of the Loan assigned.
- 6.11 Confidentiality:** The Borrower and the Guarantor acknowledge and agree that the terms herein are confidential between themselves and the Lender, their respective lawyers and consultants and agree not to disclose the information herein to any third party without the Lender's prior written consent, which shall not be unreasonably withheld.
- 6.12 Successors and Assigns:** This Commitment and the rights and benefits arising here from may not be assigned by the Borrower to any other party without the prior written approval of the Lender.
- 6.13 Interpretation:** This Commitment shall be read in conjunction with the Lender's form of charge documents and in all cases where the interpretation of the terms hereof and the intention of the parties hereto may be in question, where applicable, the terms recited in the relevant charge document shall prevail.

This Commitment is open for acceptance by the Borrower and the Guarantor until 5:00 PM on the 8th day of April, 2016 by which time and date a copy of this Commitment duly executed the Borrower and the Guarantor shall be delivered to First Source together with any payment required hereunder.

If this Commitment is not accepted by the aforementioned time and date, it will become null and void and of no force and effect.

Yours truly,

FIRST SOURCE MORTGAGE CORPORATION

Per:

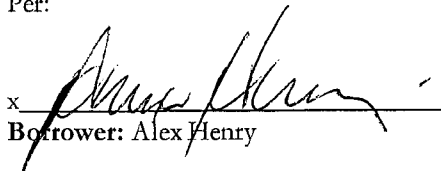


David Mandel -- President
I am authorized to bind the corporation.
Principal Broker (License # 10434)
Mortgage Administrator (License # 12594)
www.firstsourcemortgage.ca
david@firstsourcemortgage.ca

Accepted at Toronto, Ontario this 4th day of APRIL 2016

H-M Aparatment Moccasin Inc.


Per:

x 

Borrower: Alex Henry

x _____
Borrower: Philip Armstrong

We have authority to bind the corporation

x 

Witness Name: Lisa Collis
Address:
Tel:



SCHEDULE "A"

1. **Post-dated Cheques** The Borrower shall provide to the Lender post-dated cheques for each year of the term of the Mortgage. Each cheque is to be in the amount of the monthly instalment payable under the Mortgage. The Lender shall have the right to direct the Borrower to deliver one or more separate cheques for each monthly payment totalling the monthly instalment. Alternatively, the Borrower shall provide Pre-Authorized Payments to be drawn from the Borrowers chosen Bank at the Lenders request at any time and shall provide the Lender with all necessary information for this purpose as required. Post-dated Cheque should be made payable to "First Source Financial Management Inc." unless instructed otherwise.

2. **Administration Fee:** The Borrower agrees to pay to the Lender an administration fee of \$350.00, plus HST for each occurrence of any of the following events. If a default occurs a second time the Administration Fee shall be doubled.
 - a) Late Payment after a demand has been made;
 - b) Cheque Dishonored for any reason;
 - c) Failure to provide proof of payment of realty taxes within 30 days of the 31st day of January and June in each year of the term or after a demand being made;
 - d) Failure to provide proof of insurance coverage at least 10 business days prior to the maturity date of the initial policy delivered on Closing or after a demand being made;
 - e) Cancellation of insurance coverage shall be two times the applicable administration Fee and the penalty doubles again in the event the Borrower does not provide proof of reinstatement within 24 hours of notice by the Lender.
 - f) Failure to provide postdated cheques when required after a demand being made;
 - g) Failure to notify Lender of registration of lien;
 - h) Each construction advance;
 - i) Each property inspection relating to a second or further mortgage advance, default, insurance matter or any other matter at lenders sole discretion;
 - j) Request for Mortgage Statement;
 - k) Request for Discharge Statement or notice of default letter;
 - l) Default under any other mortgage, charge or encumbrance;
 - m) Each meeting required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;
 - n) Each three telephone attendances and/or emails required by the Borrower or Lender because of an issue that has arisen regarding the Loan Facility;

3. **Holding Over:** In the event that the mortgage loan is not repaid upon maturity, unless the Lender has received at least thirty (30) days' notice and has agreed to an extension in writing and has received approval from its investors the interest rate on the mortgage loan shall continue at 2% per month calculated monthly or the that rate set out herein under Interest Rate until the earlier of discharge or sale, whichever comes first.

4. **Notice:** The mortgage will be registered and administered on behalf of the Lender by First Source Financial Management Inc., a related company and licensed mortgage administrator.



5. **Tax Deposits:** The Lender reserves the right to require the Borrower to pay monthly tax deposits to the Lender concurrently with each monthly installment in such amounts which the Lender in its discretion deems necessary to pay when due all taxes, assessments and similar charges affecting the Property.
6. **Due on Default:** In the event of default under this Mortgage, beyond an applicable cure period, at the option of the Lender, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable.
7. **Due on Sale:** The Borrower and the Guarantor hereby agree that in the event that the Property is sold, conveyed, transferred or assigned or there is a change in control of a corporate Borrower or corporate Guarantor, without Lender's written consent, which consent shall not be unreasonably withheld, the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
8. **No Subsequent Encumbrances:** The Borrower and the Guarantor hereby agree that in the event that the a subsequent mortgage is placed on the Property without Lender's written consent, which consent shall not be unreasonably withheld, that the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable together with the Lender's then current prepayment penalties and fees.
9. **Default of Prior Encumbrances:** If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the Property and which encumbrance has priority over the Mortgage and which default is not cured within the grace periods permitted, it shall constitute default under the Mortgage and the Lender may pay all monies and take appropriate action to cure any default or breach under any encumbrance.
10. **Costs:** The Borrower covenants and agrees to pay all property tax, public utilities rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Borrower to comply with this covenant shall constitute an event of default hereunder and entitles the Lender at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.
In addition, at the Lender's sole and absolute discretion, the Borrower agrees that the Lender may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the Property and/or Collateral Property and shall bear interest at Eighteen (18%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Borrower to the Lender, and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the sole and absolute discretion of the Lender and the remedies hereby given and available at law may be exercised forthwith without notice. In the event the Lender satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.
11. **Final Payment and Discharge:** The Borrower covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Mortgage shall be by certified cheque, bank draft or



money order. After payment in full of the principal sum and all other amounts hereby provided, a discharge of the Mortgage shall be prepared by the solicitor for the Lender, at the cost and expense of the Borrower within a reasonable time after such payment and such solicitor's fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge. In the event the loan is not repaid at the time or times provided within the Mortgage or in the notice to prepay earlier, the Lender will not be required to accept payment of the principal monies without first receiving three (3) months additional months' notice in writing or receiving 3 months interest bonus in advance of the principal monies. No further monies, if any, will be advanced under the Loan, once notice to discharge is received by the Lender.

12. Warranty - Urea Formaldehyde Foam insulation (UFFI) and Environmental:

The Borrower covenants to the best of its knowledge and belief the Property has never had "UREA FORMALDEHYDE FOAM" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances, or any contaminant as defined in the Environment Protection Act and that the Property is and will be environmentally sound and there are no and will be no restrictions which would economically affect any buildings on the Property. The terms and conditions of the environmental clause should be as the Lender's solicitor prepares.

13. Receiver: In the event due to default of the Borrower on the Property, beyond the applicable cure period, then the Lender in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the building and to do all things necessary as an owner would be entitled to do to sell the Property, subject to the terms of the Mortgage and all applicable governmental legislation. The terms and conditions of the receiver are to be further elaborated in the Mortgage as required by the Lender's lawyers.

14. Management Costs: In the event that the Lender or its agents takes possession of the Property as a result of default under the Mortgage, or in the event that the Lender or its agents commence Power of Sale proceedings, or if a receiver is appointed as a result of default under the Mortgage, the Lender, will be entitled to charge the Borrower. Said management costs shall be based on the higher of 5% of the mortgage principal plus applicable taxes, or \$15,000 per month which cost the Borrower acknowledges is a reasonable estimate for the time value and opportunity costs incurred for managing the Property(s), including but not limited to communicating with investors, dealing with professional advisors, appraisal companies, environmental engineers, building inspector, receiver, legal counsel, attending meetings, checking property taxes, work orders, liens or other matters acting generally in accordance with the requirements of a mortgage manager of a mortgaged property in default which amount is deemed not to be a penalty.

In addition to the Management Costs, the Lender or its agent will be entitled to an administration fee on the basis of \$350 per hour plus H.S.T., if applicable for each hour after the advance the Lender or its agent are required to deal with default or potential default. This clause is also deemed to be proper notice to any subsequent charge or lien holder of the above-noted fees in the event of the Borrower's default.

15. **Default Abandonment:** Subject to Force Majeure, in the event of abandonment for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled to, after giving the Borrower fifteen (15) days' notice of any abandonment or failure to continue business operations or any failure to construct with due diligence and provided the Borrower fails to rectify same, forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds, if any, as the case may be and to declare any monies theretofore advanced with interest to be forthwith due and payable at its sole option.
16. **Receipt of Funds:** Any payment received after 1:00 P.M. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday Provincial and Federal Holidays shall be deemed to be non-business Bank Days.
17. **Possession:** In the event of default under the Mortgage by the Borrower beyond the applicable grace period and the Lender obtains possession of the Property and it determines, in its sole discretion, that the Property requires work and/or improvements in order to market the Property, then the Lender shall have the right, at its sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Lender and its agents and all expenses incidental thereto shall be added to the Loan amount, together with a management fee of fifteen per cent (15%) of the costs of the work and improvements completed by the Lender, provided that it is limited to bringing the Property only up to the condition it was at the time of the advance, unless work already has been started on a house and it may be completed. All costs and expenses, as well as said management fee, shall bear interest at the rate as herein provided for and shall form part of the Loan secured hereunder and the Lender shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of Mortgage principal and Interest hereunder or at law.

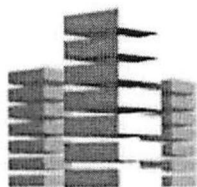


This is **Exhibit F**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" following.

Commissioner for Taking Affidavits (or as may be)



FIRST SOURCE
MORTGAGE CORPORATION

CHARGE/SIXTH AMENDMENT AGREEMENT

Alex Henry
H-M Apartment Moccasin Inc.
1420-65 Queen Street West
Toronto, Ontario
M5H 2M5

September 9, 2022

By email only: ahenry@hamptonmetrix.com

Re: First Mortgage to H-M Apartment Moccasin Inc. on property municipally known as 50-60 Greenbelt Drive and 40 Moccasin Trail, Toronto, Ontario. Approximately 3.54 combined acres of land currently improved with three, 3-storey rental apartment buildings. The existing buildings will be demolished to facilitate the development of two residential buildings for an 8 story, 194-unit building, to be built on the easterly site and a 4 story, 100 unit building to be built on the westerly site. (the "**Property**")

Whereas:

- A. By a Charge/Mortgage registered in the Land Registry Office for the Land Titles Division of Toronto on April 12, 2016 as Instrument No. AT4190851 (the "Charge"), the Chargor gave a Charge upon the lands and premises as legally described on Schedule "A" attached hereto (the "Lands") in favour of the Chargee, to secure the payment of the principal sum of Eight Million Dollars (\$8,000,000.00) with interest as therein set out upon the terms therein mentioned;
- B. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on May 11, 2018 as Instrument No. AT4861453, the Charge was amended to secure the terms set out in the Charge/Mortgage Amending Agreement (the "Amending Agreement") of May 1, 2018, including the balance due date, which was amended to February 1, 2019;
- C. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on October 21, 2019 as Instrument No. AT5267240, the Charge was further amended to secure the terms set out in the Charge/Mortgage Second Amending Agreement (the "Second Amending Agreement") as of October 18, 2019, including an increase of the principal sum of the Charge to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) and the balance due date, which was amended to May 2, 2020;
- D. By a Charge/Mortgage Third Amending Agreement (the "Third Amending Agreement") made as of May 1, 2020, the Charge was further amended, including the balance due date, which was amended to June 1, 2020 and subsequently to July 1, 2020;
- E. By a Charge/Mortgage Fourth Amending Agreement (the "Fourth Amending Agreement") made as of June 30, 2020, the Charge was further amended, including the balance due date, which was amended to July 2, 2021;
- F. By a Charge/Mortgage Fifth Amending Agreement (the "Fifth Amending Agreement") made as of June 25, 2021 the Charge was further amended, including the balance due date, which was amended to April 7, 2022;
- G. By a Forbearance Agreement made as of April 7, 2022 the Lender had agreed to forbear, but only strictly on the terms and explicitly subject to all of the conditions set forth in the Agreement
- H. By a Forbearance Agreement made as of May 31, 2022 the Lender had agreed to forbear, but only strictly on the terms and explicitly subject to all of the conditions set forth in the Agreement
- I. By a Forbearance Agreement made as of June 30, 2022 the Lender had agreed to forbear, but only strictly on the terms and explicitly subject to all of the conditions set forth in the Agreement
- J. The principal sum of Seventeen Million Eight Hundred Fifty Thousand Dollars (\$17,850,000.00) plus interest arrears secured by the Charge remains due and owing to the Chargee;
- K. The parties to this Agreement have agreed to the further amendment of the Charge as herein provided.

1. **Loan Amount:** The principal sum of the charge shall be increased to Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000).
2. **Maturity Date:** The balance due date and maturity date of the charge is extended to July 8, 2023.
3. **Interest Rate:** The interest rate pursuant to the charge shall be amended as follows –

Commencing the date of advance / registration for the subject agreement, the Interest Rate shall be the higher of (i) 9.50% or (ii) CIBC Prime + 4.05% per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding during the first 9 months after October 1st, 2022.

The higher of (i) 18.00% or (ii) CIBC Prime + 12.55% per annum calculated monthly with no deemed re-investment of monthly payments on the principal outstanding for the final 7 days of the term. After 9 months and 7 days from the interest adjustment date, unless an extension agreement was previously arranged executed in writing between the Borrower and Lender, the rate on funds advanced shall be fixed at the higher of (i) 18.00% or (ii) CIBC Prime + 12.55% per annum calculated and payable monthly with no deemed re-investment of monthly payments on the principal outstanding until discharged.

The Charge and Promissory Note shall provide for an interest rate of 18% per annum. The Lender shall only be entitled to interest as determined by the interest rate as set out herein or any amendment to this Commitment which the Borrowers(s) may enter into with the Lender after the date hereof. This provides the Borrower(s) with more flexibility, within the principal amount set out in the Charge, if interest rates are amended, so that the Lender may be in a position to provide amendments to the Commitment/Promissory Note without requiring an amendment to the Charge being registered on title to the Property.

4. **Repayment:** Interest only. Payable monthly on the first day of the month and compounded monthly from a full interest reserve.
5. **Prepayment:** The Charge, when not in default, shall be closed for 3 months following October 1st, 2022 and then open for repayment, in whole or in part, at any time or times, upon the Chargor providing the Chargee with thirty (30) days' prior written notice of such intention to repay.
6. **Additional Security:** The following additional security will be required:
 - a. Such other reasonable legal security as requested by the Lender and/or its legal counsel.
7. **Conditions Precedent:** The Borrower shall provide First Source with satisfactory evidence of the following otherwise the Extension Agreement shall be considered null and void:
 - a. **Appraisal:** Satisfactory receipt and review by the Lender of an appraisal (or Letter of Value), by the Lender's approved appraiser, addressed to the Lender and its lender clients, or if acceptable to the Lender, a Reliance Letter provided by the appraiser confirming the "As-Is" land value at not less than \$30,000,000 for the subject Property. The Appraisal is for the account of the Borrower.
 - b. **Tax Documents:** Receipt of most recent Notice of Assessment and/or Income Tax Returns for the Borrower.
 - c. **Planning Documents:** All permits, plans, approvals, and other contracts held or in possession of the Borrower as reasonably required by the Lender for the continuing operation and/or development of the

subject Property, including but not limited to, all documents related to the site plan approval submission to the City of Toronto.

- d. **Working Capital Use of Funds:** Satisfactory schedule detailing the use of funds to be provided for development and related soft costs, at the Lender's sole and absolute discretion.
 - e. **Financial Statements:** Most recent two-year externally prepared Financial Statements for the Borrowing entity which are at minimum in a Notice to Reader format, if available. If the borrowing entities hold other real estate other than the subject properties a separate income and expense statement for the properties shall be provided in addition to the financial statements.
 - f. **Property Taxes and Other Charges:** Confirmation of Property Taxes, All Levies, Impost Fees, Local Improvement Charges, and Other Charges that are due and payable in connection with the subject Property have been paid.
8. **Demolition Works:** The Lender acknowledges that the buildings on site are permitted to be demolished upon receipt of a Demolition Permit.
 9. **Lender Fee:** In consideration of First Source providing this Amending Agreement, the Borrower hereby agrees to pay a Lender Fee in the amount of **\$225,000**.

10. **Estimated Source and Use of Funds:**

Source of Funds		Use of Funds	
FSMC Loan	\$ 21,500,000	Existing Mortgage	\$ 17,850,000
		9 Month Interest Reserve + Buffer	\$ 1,600,000
		Est. Interest Arrears Payment	\$ 625,000
		Working Capital	\$ 1,190,000
		Est. Closing and Arranging Fees	\$ 235,000
Total	\$ 21,500,000	Total	\$ 21,500,000

11. **Further Rights:** There shall be no further rights of extension with respect to this Charge.
12. **Acknowledgement:** As at the Effective Date, the Chargor and Guarantor acknowledge and confirm that:
 - a. There are no claims, rights of setoff or equities with respect to the principal amount or any interest owing thereon outstanding as of the date hereof, in accordance with the terms of the Charge or this Agreement and the Chargor and Guarantor have no defences, rights of set off, equities or claims as against the Chargee with respect to any portion of the Loan
 - b. All documents delivered to the Chargee as security for the Loan secured hereby, as amended hereby, to the date hereof (the "Loan Documents") shall continue to be valid, binding and enforceable and shall remain in full force and effect as security for the monies and obligations secured by the Charge, as amended hereby, with such necessary amendments and variations thereto so as to reflect the true intent and meaning of this Agreement. And for greater particularity the Loan Documents shall not merge as a result of the execution and delivery of this Agreement.

It is further expressly declared and agreed that these presents shall not create any merger or alter or prejudice the rights and priorities of the Chargee against any surety, subsequent encumbrancer or other person interested in the said Lands and not a party hereto, or the rights of any such surety, subsequent encumbrancer or other person, all of which rights are hereby reserved. It is also agreed that the Chargor, and its successors and assigns, shall be bound by and liable under every term, proviso, license, power and condition contained in the Charge and as amended hereby.

In all other respects the parties hereto confirm the terms and conditions contained in the Charge as amended by this Agreement.

The Chargor and Guarantor covenant to execute and deliver to the Chargee, forthwith upon request, all such further and other assurances, deeds, postponements, charges, amendments, assignments or other documents as the Chargee may require in order to give effect to the foregoing and to ensure repayment in full to the Chargee of all amounts due and owing to it by the Chargor pursuant to the Charge as amended hereby.

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

The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns and all covenants, liabilities and obligations shall be joint and several.

Time is of the essence of this agreement and of each and every provision hereof. This Agreement shall be governed by the laws of the Province of Ontario.

The Chargor shall pay the legal costs of the Chargee in connection with this Agreement.

This Amending Agreement is open for acceptance by the Borrower until 5:00 PM on September 14th, 2022 by which time and date a copy of this agreement duly executed the Borrower and the Guarantor shall be delivered to First Source together with any payment required hereunder.

If this Extension Agreement is not accepted by the aforementioned time and date, it will become null and void and of no force and effect.

Yours truly,

FIRST SOURCE MORTGAGE CORPORATION

DocuSigned by:

 ED38E3277FD44CB..

David Mandel – CEO

I am authorized to bind the corporation.

Principal Broker (License # 10434)

Mortgage Administrator (License # 12594)

www.firstsourcemortgage.ca

david@firstsourcemortgage.ca

Accepted at Toledo, Ontario this 13 day of SEPTEMBER 2022



Chargor: H-M Apartment Moccasin Inc.

Per: Alex Henry - President



Beneficial Owner: Hampton-Metrix Apartment 2006 Limited Partnership
 by its General Partner H-M Apartment General Partner Inc.

Per: Alex Henry - President



Witness Name:

Address: RYLAN McCLOSKEY
 18 Wynford Drive, Suite 316
 Toronto, Ontario M3C 3S2
 Tel: (416) 757-4156

This is **Exhibit G**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J".

Commissioner for Taking Affidavits (or as may be)

LRO # 80 Notice

Received as AT6188292 on 2022 09 23 at 11:36

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

yyyy mm dd Page 1 of 8

Properties

PIN 10135 - 0306 LT
Description BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK) , CITY OF TORONTO
Address TORONTO

PIN 10135 - 0307 LT
Description BLK C PL 4639 NORTH YORK; S/T NY185817, TR64699; TORONTO (N YORK) , CITY OF TORONTO
Address TORONTO

Consideration

Consideration \$2.00

Applicant(s)

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

Name H-M APARTMENT MOCCASIN INC.
Address for Service 620 Wilson Avenue
 Suite 225
 Toronto, Ontario M5P 3C9

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

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

<i>Name</i>	FIRST SOURCE FINANCIAL MANAGEMENT INC.
<i>Address for Service</i>	2235 Sheppard Avenue East Suite 1202, 12th Floor, Atria II Toronto, Ontario M2J 5B5

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
 This notice may be deleted by the Land Registrar when the registered instrument, AT4190851 registered on 2016/04/12 to which this notice relates is deleted
 Schedule: See Schedules
 This document relates to registration number(s)AT4190851, AT4861453, AT5267240, AT5471821 and AT5789114.

Signed By

Anicca Christina Melo	1 Toronto St., Suite 910 Toronto M5C 2V6	acting for Applicant(s)	Signed 2022 09 23
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Tel 416-368-0600
 Fax 416-368-6068

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

Submitted By

MORRISON BROWN SOSNOVITCH LLP	1 Toronto St., Suite 910 Toronto M5C 2V6	2022 09 23
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Tel 416-368-0600
 Fax 416-368-6068

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

LRO # 80 Notice

Received as AT6188292 on 2022 09 23 at 11:36

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

yyyy mm dd Page 2 of 8

File Number

Party To Client File Number :

20160367 JMS

CHARGE/MORTGAGE SIXTH AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 23rd day of September, 2022.

B E T W E E N:

H-M APARTMENT MOCCASIN INC.

a corporation incorporated under the laws of the Province of Ontario
(the "Chargor")

OF THE FIRST PART

- and -

HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP

a limited partnership formed under the laws of the Province of Ontario
(the "Beneficial Owner")

OF THE SECOND PART

- and -

FIRST SOURCE FINANCIAL MANAGEMENT INC.

a corporation incorporated under the laws of the Province of Ontario
(the "Chargee")

OF THE THIRD PART

WHEREAS:

- A. By a Charge/Mortgage registered in the Land Registry Office for the Land Titles Division of Toronto on April 12, 2016 as Instrument No. AT4190851 (the "Charge"), the Chargor gave a Charge upon the lands and premises as legally described on Schedule "A" attached hereto (the "Lands") in favour of the Chargee, to secure the payment of the principal sum of Eight Million Dollars (\$8,000,000.00) with interest as therein set out upon the terms therein mentioned;
- B. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on May 11, 2018 as Instrument No. AT4861453, the Charge was amended to secure the terms set out in the Charge/Mortgage Amending Agreement (the "Amending Agreement") made as of May 1, 2018, including the balance due date, which was amended to February 1, 2019;
- C. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on October 21, 2019 as Instrument No. AT5267240, the Charge was further amended to secure the terms set out in the Charge/Mortgage Second Amending Agreement (the "Second Amending Agreement") made as of October 18, 2019, including an increase in the principal sum of the Charge to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) and the balance due date, which was amended to May 2, 2020;
- D. The Charge was further amended to secure the terms set out in the Charge/Mortgage Third Amending Agreement (the "Third Amending Agreement") made as of May 1, 2020, including the balance due date, which was amended to June 1, 2020 and subsequently to July 1, 2020;
- E. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on July 13, 2020 as Instrument No. AT5471821, the Charge was further amended to secure the terms set out in the Charge/Mortgage Fourth Amending Agreement (the "Fourth Amending Agreement") made as of June 30, 2020, including an increase of the principal

- 2 -

sum of the Charge to Fifteen Million Eight Hundred and Fifty Thousand Dollars (\$15,850,000.00) and the balance due date, which was amended to July 2, 2021;

- F. By a Notice registered in the Land Registry Office for the Land Titles Division of Toronto on July 6, 2021 as Instrument No. AT5789114, the Charge was further amended to secure the terms set out in the Charge/Mortgage Fifth Amending Agreement (the "Fifth Amending Agreement") made as of July 1, 2021, including an increase of the principal sum of the Charge to Eighteen Million Two Hundred and Fifty Thousand Dollars (\$18,250,000.00) and the balance due date, which was amended to April 7, 2022;
- G. By a Forbearance Agreement made as of April 7, 2022, the Lender had agreed to forbear on the strict terms and explicitly subject to all of the conditions set forth in the said Forbearance Agreement;
- H. By a Forbearance Agreement made as of May 31, 2022, the Lender had agreed to forbear on the strict terms and explicitly subject to all of the conditions set forth in the said Forbearance Agreement;
- I. By a Forbearance Agreement made as of June 30, 2022, the Lender had agreed to forbear on the strict terms and explicitly subject to all of the conditions set forth in the said Forbearance Agreement;
- J. The principal sum of Seventeen Million Eight Hundred and Fifty Thousand Dollars (\$17,850,000.00) plus interest arrears secured by the Charge remains due and owing to the Chargee; and
- K. The parties to this Agreement have agreed to the further amendment of the Charge as herein provided.

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree that the Charge is hereby amended from and including the date of this Agreement, as follows:

1. The principal sum of the Charge shall be increased to Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00).
2. The balance due date of the Charge shall be July 8, 2023.
3. The Interest Adjustment Date shall be October 1, 2022.
4. Interest only payments shall commence on November 1, 2022 and shall be paid by the Chargor to the Chargee on the first day of each and every month until the balance due date of the Charge.
5. The Charge, when not in default, shall be closed for three (3) months following October 1, 2022 and then open for repayment, in whole or in part, at any time or times, upon the Chargor providing the Chargee with thirty (30) days' prior written notice of such intention to repay.
6. The Chargor shall pay the legal costs of the Chargee in connection with this Agreement.
7. In all other respects the parties hereto confirm the terms and conditions contained in the Charge.
8. The parties hereto hereby consent to the provisions of this Agreement and agree to be bound thereby.
9. The parties hereto hereby acknowledge and confirm that the Charge, as amended, and any other security to which the Chargor is a party given in connection with the said Charge constitute and shall continue to constitute legal, valid and binding obligations of the Chargor enforceable in accordance with their respective terms.


- 3 -

10. If any provision hereof is determined to be void, voidable or unenforceable in whole or in part, such determination shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it is determined to be void, voidable or unenforceable.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
12. The parties hereto hereby agree to execute and deliver or cause to be done, executed and delivered all such further acts, documents and things as the Chargee may reasonably require or request for the purpose of giving effect to this Agreement and each and every provision hereof.
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. Signature and acknowledgement pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature and acknowledgement pages are physically attached to the same instrument.
14. An executed copy or counterpart of this document may be transmitted by facsimile machine or email transmission and the transmitted copy or counterpart may be executed and/or amended by the receiving party and transmitted to the other party. Execution or other amendment of a transmitted copy or counterpart shall be as binding as execution or amendment of an original copy. Each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date hereof.
15. In the event of a conflict or discrepancy between the commitment letter issued to the Chargor dated April 1, 2016, as amended from time to time, including but not limited to the Charge/Sixth Amending Agreement dated September 9, 2022, the Charge and the agreements amending the Charge, the Chargee shall determine in its discretion which prevails.
16. This document may be executed in counterpart and each such counterpart shall for all purposes constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.
17. Execution of this document electronically and transmission of this document by email shall be acceptable and shall be binding upon each party hereto.

[SIGNATURE PAGE TO FOLLOW]

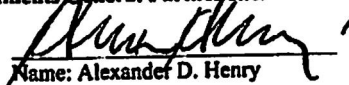
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

H-M Apartment Moccasin Inc.

Per: 
Name: Alexander D. Henry
Title: President

I have authority to bind the Corporation

Hampton - Metrix Apartment 2006 Limited Partnership by its general partner H-M Apartments General Partner Inc.

Per: 
Name: Alexander D. Henry
Title: President

I have authority to bind the Corporation

First Source Financial Management Inc.

Per: _____
Name: David Mandel
Title: President

I have authority to bind the Corporation.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.


H-M Apartment Moccasin Inc.

Per: _____
Name: Alexander D. Henry
Title: President
I have authority to bind the Corporation

Hampton – Metrix Apartment 2006 Limited Partnership by its general partner H-M Apartments General Partner Inc.

Per: _____
Name: Alexander D. Henry
Title: President
I have authority to bind the Corporation

First Source Financial Management Inc.

Per:  _____
Name: David Mandel
Title: President
I have authority to bind the Corporation.

SCHEDULE "A"**LEGAL DESCRIPTION OF LANDS****FIRSTLY**

BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK) , CITY OF TORONTO – PIN 10135-0306 (LT)

SECONDLY

BLK C PL 4639 NORTH YORK; S/T NY185817, TR64699; TORONTO (N YORK) , CITY OF TORONTO – PIN 10135-0307 (LT)

This is **Exhibit H**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in cursive script, appearing to read "J. Montgomery".

Commissioner for Taking Affidavits (or as may be)

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(704)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.

FILE CURRENCY : 20NOV 2023

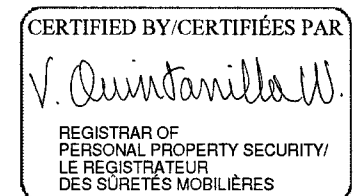
ENQUIRY NUMBER 20231121114608.55 CONTAINS 12 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC CORPORATE SERVICES LTD.
RC-29253435
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4

CONTINUED...

2



(rff) 05/2022



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
756715554

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20191021 1501 1590 7927 P PPSA 1

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME H-M APARTMENT MOCCASIN INC.

04 ADDRESS 193 ROSEMARY RD TORONTO ONTARIO CORPORATION NO.
ON M5P 3C9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP

07 ADDRESS 193 ROSEMARY RD TORONTO ONTARIO CORPORATION NO.
ON M5P 3C9

08 SECURED PARTY / FIRST SOURCE FINANCIAL MANAGEMENT INC.
09 LIEN CLAIMANT

ADDRESS 1202-2235 SHEPPARD AVENUE EAST TORONTO ON M2J 5B5

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X 12500000

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT RE THE PROPERTIES MUNICIPALLY KNOWN AS 40
14 COLLATERAL MOCCASIN TRAIL, TORONTO, ONTARIO AND 50-60 GREENBELT DRIVE, TORONTO,
15 DESCRIPTION ONTARIO

16 REGISTERING MORRISON BROWN SOSNOVITCH LLP (ROP)
17 AGENT

ADDRESS 910-1 TORONTO STREET PO BOX 28 TORONTO ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20200713 1144 1590 7353	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/	AMEND DEBTOR ADDRESS			
27	DESCRIPTION	AMEND COLLATERAL CLASSIFICATION AMOUNT			
28					
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	TRANSFEREE	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
06					ONTARIO CORPORATION NO.
04/07	ADDRESS	620 WILSON AVENUE, SUITE 225	TORONTO	ON	M5P 3C9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20200713 1144 1590 7353	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE REASON/DESCRIPTION				
02/05	DEBTOR/TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP		
04/07	ADDRESS	620 WILSON AVENUE, SUITE 225		TORONTO	ONTARIO CORPORATION NO. ON M5P 3C9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR				
15	SECURED PARTY/LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
 RUN DATE : 2023/11/21
 ID : 20231121114608.55

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
 FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200713 1319 1590 7368	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.	FIRST GIVEN NAME INITIAL SURNAME	
24	OTHER CHANGE REASON/ DESCRIPTION	ADD DEBTOR			
25	DEBTOR/ TRANSFEREE	BUSINESS NAME	H-M APARTMENT GENERAL PARTNER INC.	DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME	
26	ADDRESS	620 WILSON AVENUE, SUITE 225	TORONTO	ONTARIO CORPORATION NO.	ON M3K 1Z3
27	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
28	ADDRESS				
29	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
30	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER		INCLUDED	AMOUNT	
31	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.	
32	REGISTERRING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	MORRISON BROWN SOSNOVITCH LLP (AM) ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
 RUN DATE : 2023/11/21
 ID : 20231121114608.55

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
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REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
 FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20200713 1451 1590 7377	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR
10		ACCOUNTS	OTHER	MATURITY	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
 RUN DATE : 2023/11/21
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PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
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 ENQUIRY RESPONSE
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
 FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20210706 1514 1590 6755	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		H-M APARTMENT MOCCASIN INC.			
25	OTHER CHANGE REASON/ DESCRIPTION	AMAEND COLLATERAL CLASSIFACTION AMOUNT			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08/09		ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	
				18250000	
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	MORRISON BROWN SOSNOVITCH LLP (AM)		TORONTO	ON M5C 2V6
17		ADDRESS	ONE TORONTO STREET, SUITE 910		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210706 1731 1590 6789	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	001	1		20220923 0944 1590 1235					
21	RECORD REFERENCED	FILE NUMBER	756715554						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND COLLATERAL CLASSIFICATION AMOUNT							
27									
28									
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/ TRANSFEREE	BUSINESS NAME							
03/									
06									
04/07	ADDRESS	ONTARIO CORPORATION NO.							
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09	ADDRESS								
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED					
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
							21500000		
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.				
12	GENERAL								
13	COLLATERAL								
14	DESCRIPTION								
15	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON	M5C 2V6			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 325
 RUN DATE : 2023/11/21
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PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
 FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220923 1049 1590 1263	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08/09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER
			INCLUDED	AMOUNT	OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	MORRISON BROWN SOSNOVITCH LLP (AM)	TORONTO	ON M5C 2V6
15		ONE TORONTO STREET, SUITE 910			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114608.55

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(714)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	01	001		20231016 1735 1590 4616					
21	RECORD REFERENCED	FILE NUMBER	756715554						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD				
			B RENEWAL	3					
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.						
25	OTHER CHANGE REASON/ DESCRIPTION								
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/ TRANSFEREE	BUSINESS NAME							
06									
04/07	ADDRESS	ONTARIO CORPORATION NO.							
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09	ADDRESS								
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE				
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.				
12	GENERAL DESCRIPTION								
13	REGISTERING AGENT OR	DALE AND LESSMANN JOS/AM							
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2100-181 UNIVERSITY AVENUE		TORONTO	ON	M5H 3M7		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 325
 RUN DATE : 2023/11/21
 ID : 20231121114608.55

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

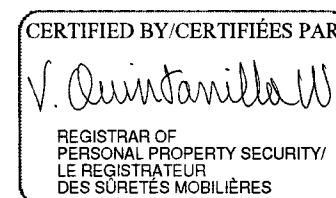
REPORT : PSSR060
 PAGE : 12
 (715)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : H-M APARTMENT MOCCASIN INC.
 FILE CURRENCY : 20NOV 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
756715554	20191021 1501 1590 7927 20210706 1514 1590 6755 20231016 1735 1590 4616	20200713 1144 1590 7353 20210706 1731 1590 6789	20200713 1319 1590 7368 20220923 0944 1590 1235	20200713 1451 1590 7377 20220923 1049 1590 1263

9 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj6 05/2022)

This is **Exhibit I**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink that reads "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" following.

Commissioner for Taking Affidavits (or as may be)

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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PAGE : 1
(930)

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

TYPE OF SEARCH : BUSINESS DEBTOR

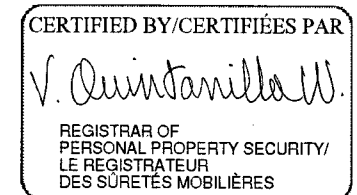
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP

FILE CURRENCY : 20NOV 2023

ENQUIRY NUMBER 20231121114444.90 CONTAINS 12 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC CORPORATE SERVICES LTD.
RC-29253439
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4



(crj)6 05/2022)

CONTINUED... 2

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(931)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
756715554

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20191021 1501 1590 7927	P PPSA	1

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 DEBTOR NAME				

03 BUSINESS NAME H-M APARTMENT MOCCASIN INC.

04 ADDRESS 193 ROSEMARY RD TORONTO

ONTARIO CORPORATION NO.
ON M5P 3C9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR NAME				

06 BUSINESS NAME HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP

07 ADDRESS 193 ROSEMARY RD TORONTO

ONTARIO CORPORATION NO.
ON M5P 3C9

08 SECURED PARTY / LIEN CLAIMANT FIRST SOURCE FINANCIAL MANAGEMENT INC.

09 ADDRESS 1202-2235 SHEPPARD AVENUE EAST TORONTO

ON M2J 5B5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X	X	X	X	12500000		

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION GENERAL SECURITY AGREEMENT RE THE PROPERTIES MUNICIPALLY KNOWN AS 40 MOCCASIN TRAIL, TORONTO, ONTARIO AND 50-60 GREENBELT DRIVE, TORONTO, ONTARIO

14 REGISTERING AGENT MORRISON BROWN SOSNOVITCH LLP (ROP)

15 ADDRESS 910-1 TORONTO STREET PO BOX 28 TORONTO ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(932)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	2		20200713 1144 1590 7353	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND DEBTOR ADDRESS			
27		AMEND COLLATERAL CLASSIFICATION AMOUNT			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
03/					
06					
04/07	ADDRESS	620 WILSON AVENUE, SUITE 225	TORONTO	ONTARIO CORPORATION NO.	ON M5P 3C9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
10					AMOUNT 15850000
	YEAR	MAKE	MODEL	V.I.N.	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(933)

115

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	2		20200713 1144 1590 7353	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24					
25	OTHER CHANGE REASON/ DESCRIPTION				
26					
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP		
03/					
06					
04/07	ADDRESS	620 WILSON AVENUE, SUITE 225	TORONTO	ONTARIO CORPORATION NO.	ON M5P 3C9
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10					
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12					
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario 

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(934)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20200713 1319 1590 7368	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	ADD DEBTOR			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	H-M APARTMENT GENERAL PARTNER INC.		
03/					
06					
04/07	ADDRESS	620 WILSON AVENUE, SUITE 225	TORONTO	ONTARIO CORPORATION NO.	ON M3K 123
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
10					
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(935)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20200713 1451 1590 7377	
21	FILE NUMBER	756715554			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEE	BUSINESS NAME			
03/					
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
10	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR
		ACCOUNTS	OTHER	MATURITY	MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(936)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20210706 1514 1590 6755	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE	REASON/ DESCRIPTION			
26		AMAEND COLLATERAL CLASSIFACTION AMOUNT			
27					
28					
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05					
03/		BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	
				18250000	
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.
12					
13					
14					
15					
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	MORRISON BROWN SOSNOVITCH LLP (AM) ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(937)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20210706 1731 1590 6789	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(938)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20220923 0944 1590 1235	
21	FILE NUMBER	756715554			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	CORRECT PERIOD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		

25 OTHER CHANGE REASON/ DESCRIPTION
26 AMEND COLLATERAL CLASSIFICATION AMOUNT
27

DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				
03/06		BUSINESS NAME		
04/07	ADDRESS			ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
							2150000		

MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				
15				
16				
17				

REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT ADDRESS
MORRISON BROWN SOSNOVITCH LLP (AM)
ONE TORONTO STREET, SUITE 910 TORONTO ON M5C 2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(939)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220923 1049 1590 1263	
21	RECORD REFERENCED	FILE NUMBER	756715554		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	1	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
					DATE OF AMOUNT MATURITY OR NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MORRISON BROWN SOSNOVITCH LLP (AM)			
17	SECURED PARTY/	ADDRESS	ONE TORONTO STREET, SUITE 910	TORONTO	ON M5C 2V6
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
RUN DATE : 2023/11/21
ID : 20231121114444.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(940)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
FILE CURRENCY : 20NOV 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20231016 1735 1590 4616	
21	RECORD REFERENCED	FILE NUMBER	756715554	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 3 CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	H-M APARTMENT MOCCASIN INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08				
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	DALE AND LESSMANN JOS/AM		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2100-181 UNIVERSITY AVENUE	TORONTO ON M5H 3M7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 325
 RUN DATE : 2023/11/21
 ID : 20231121114444.90

PROVINCE OF ONTARIO
 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 12
 (941)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP
 FILE CURRENCY : 20NOV 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
756715554	20191021 1501 1590 7927	20200713 1144 1590 7353	20200713 1319 1590 7368	20200713 1451 1590 7377
	20210706 1514 1590 6755	20210706 1731 1590 6789	20220923 0944 1590 1235	20220923 1049 1590 1263
	20231016 1735 1590 4616			

9 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj)6 05/2022)

This is **Exhibit J**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J".

Commissioner for Taking Affidavits (or as may be)

CONSENT OF BENEFICIAL OWNER

TO: First Source Financial Management Inc.

AND TO: Morrison Brown Sosnovitch LLP, its solicitors herein

RE: First Source Financial Management Inc. (the "Lender") loan to H-M Apartment Moccasin Inc. (the "Borrower") on security of 50-60 Greenbelt Drive, Toronto, Ontario and 40 Moccasin Trail, Toronto, Ontario (collectively the "Property")

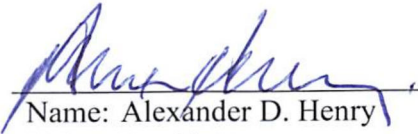
The undersigned, being the sole beneficial owner of the Property, does hereby consent to the borrowing of \$21,500,000.00 from the Lender, in accordance with the terms of the Charge/Sixth Amending Agreement dated September 9, 2022 and the provision of the security set out therein, and agrees that its interest in the Property is charged in accordance with the terms of the documents executed or to be executed by the Borrower.

The undersigned hereby further consents to the execution by the Borrower of all charges, assignments, directions, acknowledgements, agreements and other documents as in the opinion of the Borrower are required to give effect to this transaction.

Execution of this document electronically and transmission of this document by email shall be acceptable and shall be binding upon each party hereto.

DATED as of the 21 day of September, 2022.

**Hampton – Metrix Apartment 2006
Limited Partnership
by its general partner
H-M Apartment General Partner Inc.**

Per: 
Name: Alexander D. Henry
Title: President

I have authority to bind the Corporation

This is **Exhibit K**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "M".

Commissioner for Taking Affidavits (or as may be)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(s. 244, Rule 124)

TO: H-M Apartment Moccasin Inc., an insolvent person (the “Debtor”)
AND TO: Hampton-Metrix Apartment 2006 Limited Partnership, as beneficial owner (the “Beneficial Owner”)

Take notice that:

1. First Source Financial Management Inc., as secured creditor (the “Secured Creditor”), intends to enforce its security on the Debtor and Beneficial Owner’s property described below:

(a) the Debtor’s real property:

PIN 10135 - 0306 LT

Description: BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK), CITY OF TORONTO, being 40 Moccasin Trail, Toronto, Ontario; and

PIN 10135 - 0307 LT

Description: BLK C PL 4639 NORTH YORK; S/T NY185817, TR64699; TORONTO (N YORK), CITY OF TORONTO, being 50-60 Greenbelt Drive, Toronto, Ontario.

(the “Real Property”); and

(b) the Debtor and Beneficial Owner’s personal property including all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of:

(a) a charge registered on the Real Property on April 12, 2016 as registration number AT4190851, as amended from time to time including, most recently, by the Notice of Sixth Amending Agreement to the Charge/Mortgage registered as Instrument No. AT6188292 on September 23, 2022 in the Land Registry Office for the Land Titles Division of Toronto (No. 80).

(b) a Promissory Note from the Debtor and Beneficial Owner;

- (c) a General Assignment of Rents;
 - (d) a General Security Agreement from the Debtor and Beneficial Owner;
and
 - (e) an Assignment of Material Documents.
3. The total amount of indebtedness secured by the security is, as of the date hereof, **\$23,125,051.55** inclusive of all fees and costs.
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Toronto, this 18th day of August, 2023.

FIRST SOURCE FINANCIAL MANAGEMENT INC.
by its lawyers PALIARE ROLAND ROSENBERG
ROTHSTEIN LLP



Per: _____
Name: Jeffrey Larry

This is **Exhibit L**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J" and a distinct "Montgomery" following.

Commissioner for Taking Affidavits (or as may be)

FORBEARANCE AGREEMENT

DATED this 21 day of September, 2023

BETWEEN:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

and

**H-M APARTMENT MOCCASIN INC. and HAMPTON-METRIX APARTMENT 2006
LIMITED PARTNERSHIP**

WHEREAS on April 1, 2016, First Source Financial Management Inc. ("First Source") extended a commitment (the "**Commitment**") to H-M Apartment Moccasin Inc. (the "**H-M Apartment**") to loan H-M Apartment the principal amount of \$8,000,000, subject to the terms of the Commitment (the "**Loan**").

AND WHEREAS the Loan is secured by, among other things, a first mortgage (the "**Mortgage**") registered against the property municipally known as 40 Moccasin Trail and 50-60 Greenbelt Drive, Toronto, Ontario (the "**Property**") and personal property security (the "**PPSA Security**") registrations under the *Personal Property Security Act* (the "**PPSA Registrations**") against H-M Apartment and Hampton-Metrix Apartment 2006 Limited Partnership ("**Hampton LP**");

AND WHEREAS the Loan was amended and extended from time to time including, most recently, on September 23, 2022 when the parties entered into the Sixth Amending Agreement which increased the amount of the Loan to \$21,500,000 and extended the maturity date to July 8, 2023;

AND WHEREAS the Mortgage was amended and registered against the Property in the amount of \$21,500,000 on September 23, 2022 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) as Instrument No. AT6188292 (the "**Charge**") and the PPSA Registrations were similarly amended;

AND WHEREAS the interest rate on the Loan was amended pursuant to the Sixth Amending Agreement as follows:

- (a) until the final 7 days of the term ending July 8, 2023, the greater of 9.5% per annum or the CIBC prime rate plus 4.05% (the "Original Rate"); and
- (b) commencing the 7th final day of the term (and continuing thereafter), the greater of 18% per annum or the CIBC prime rate plus 12.55%;

AND WHEREAS the Loan was due, in full, on July 8, 2023 but was not repaid and is in default;

AND WHEREAS on August 18, 2023, First Source made demand for repayment and served a notice of intention to enforce security under Section 244 of the *Bankruptcy and Insolvency Act* (the "**244 Notice**") against H-M Apartment and Hampton LP;

AND WHEREAS on September 8, 2023, First Source commenced an application in the Superior Court of Justice (Commercial List) seeking the appointment of a receiver over the Property (the "**Application**"); and

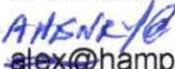
AND WHEREAS First Source is prepared to forebear against, without limitation, any enforcement proceedings, claims for recovery, foreclosure, enforcement of security or any other action of proceeding arising out of or in connection with the Loan, the

Mortgage, the 244 Notice or other related document based on the terms and conditions set out herein.

NOW THEREFORE IN CONSIDERATION of these covenants and in further consideration of \$2.00 paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals set out herein are true and correct and the parties are entering into this agreement in reliance thereon.
2. H-M and Hampton LP acknowledge and agree that:
 - a. as at September 18, 2023, H-M and Hampton LP are indebted to First Source in the total amount of \$22,858,380.18, as particularized in the discharge statement attached at Schedule "A" (the "**Debt**"), plus interest in the per diem amount of \$12,040.84 plus continuing legal fees;
 - b. H-M and Hampton LP are in default of their obligations to First Source to repay the amount owing under the Loan;
 - c. H-M and Hampton LP have received a demand for payment and service of the the 244 Notice; and
 - d. the security now held by First Source including, without limitation, the Mortgage and PPSA Security, are enforceable as of the date hereof without further notice from First Source subject to First Source's agreement to forbear from enforcing such security as provided for herein.
3. In addition to the Debt, H-M and Hampton LP agree to pay First Source a forbearance fee of \$100,000.

4. Subject to the terms and conditions set out herein, First Source shall forebear and refrain against taking or causing to be taken, without limitation, any enforcement proceedings, claims for recovery, foreclosure, enforcement of security or any other action of proceeding arising out of or in connection with the Loan, the Mortgage, the Application or any other related document until the earlier of (the "**Forbearance Period**"): (i) a material breach of the terms of this Forbearance Agreement; or (ii) 5:00 p.m. EST on October 31, 2023.
5. During the Forbearance Period, First Source agrees to charge interest on the Loan at the Original Rate.
6. During the Forbearance Period, H-M shall provide First Source with weekly status updates about its refinancing efforts and/or any efforts to sell the Property.
7. During the Forbearance Period, H-M shall pay property taxes owing in relation to the Property when due.
8. H-M and Hampton LP hereby consent to a receivership order in the form attached hereto as Schedule "B" and a judgment in the form attached hereto as Schedule "C" (together, the "**Consent Orders**"). The Consent Orders will be held in escrow by counsel to First Source until the end of the Forbearance Period, at which time they may be acted upon (together with any other enforcement steps as First Source may determine are appropriate), if the Debt, plus all further interest and reasonable legal fees, has not been repaid in full by that time. Any reasonable legal fees incurred by First Source in connection with enforcing the Consent Orders will be added to the Debt.

9. Upon repayment of the Debt, in full, plus further interest and legal fees as contemplated in this agreement, First Source shall discontinue the Application and discharge its security.
10. Any notices required to be delivered hereunder may be sent by email to the following addresses:
- a) in the case of First Source: to Jeffrey Larry at jeff.larry@paliareroland.com; and
 - b) In the case of H-M or Hampton LP: to Alex Henry at 
~~alex~~@hamptonmetrix.com
11. This agreement shall enure to the benefit of, and shall be binding upon, the heirs, executors, personal legal representatives, beneficiaries, successors and assigns, as applicable, of the parties hereto.
12. Time shall be of the essence of this agreement.
13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
14. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended without the written consent of each of the parties hereto.
15. This agreement may be signed in counterparts and exchanged electronically.

DATED this 20 day of September, 2023

First Source Financial Management Inc.

DocuSigned by:
David Mandel
ED96E3277FD4CB...

Per: David Mandel
I have authority to bind the Corporation

H-M Apartment Moccasin Inc.

Alex Henry

Per: Alex Henry
I have authority to bind the Corporation

Hampton-Metrix Apartment 2006 Limited Partnership, by its General Partner

Alex Henry

Per: Alex Henry
I have authority to bind the Corporation

Discharge Statement

FIRST SOURCE
 FINANCIAL MANAGEMENT INC.
Borrower

(Moccasin Trail, Toronto) H-M Apartment Moccasin Inc.

Property

40 Moccasin Trail & 50-60 Greenbelt Drive, Toronto ON

Account Number	1218.19.10R4
Payoff Due Date	20-Sep-23
Payoff Amount	\$22,858,380.18
Principal Amount	\$21,500,000.00
Regular Interest Rate (CIBC Prime + 4.05%)	11.25%
Interest Rate as of Jul 1/23: (CIBC Prime + 12.55%)	19.50%
Interest Rate as of Jul 13/23: (CIBC Prime + 12.55%)	19.75%
Interest Per Diem	\$12,040.84

After 9/20/2023, please pay an additional \$12,040.84 per day. This notice expires on 9/21/2023 at 5:00 PM, at which time you are instructed to contact this office for additional instructions.

Funds may be tendered any time up to 1:00 pm September 20 2023 based on the existing statement.
 If funds are tendered after 1:00 pm, September 20 2023 please add additional per diem to NEXT business day.
 Subject to adjustments to legal fees, disbursements, charges, etc.

E. & O.E.

Account Activity

Principal Balance	\$21,500,000.00
Jul 1-31, 2023 Interest (31 days)	\$358,873.29
Aug 1-31, 2023 Interest (31 days)	\$366,660.14
Sep 1-19, 2023 Interest (19 days)	\$228,496.75
3 Months Interest Bonus at 19.75%	\$1,061,562.50
Courtesy discount: Reduction of 3 months interest bonus	-\$658,437.50
Sched A 2c) Failure to provide proof of current Final 2022 taxes after requested (May 2023)	\$350.00
Courtesy discount: Sched A 2c) Failure to provide proof of current Final 2022 taxes after requested (May 2023)	-\$350.00
Sched A 2d) Failure to provide proof of insurance renewal after requested (Dec 2022 & Jan, Feb 2023)	\$1,400.00
Courtesy discount: Sched A 2d) Failure to provide proof of insurance renewal after requested (Dec 2022 & Jan, Feb 2023)	-\$1,400.00
Sched A 2m) Each meeting by the borrower/lender because of an issue regarding the Loan facility	\$350.00
Courtesy discount: Sched A 2m) Each meeting by the borrower/lender because of an issue regarding the Loan facility	-\$350.00
Sched A 2n) Each three phone calls/emails by the borrower/lender because of an issue regarding the Loan facility	\$350.00
Courtesy discount: Sched A 2n) Each three phone calls/emails by the borrower/lender because of an issue regarding the Loan facility	-\$350.00
Sched A 2k) Request for Discharge Statement	\$2,100.00
Courtesy discount: Sched A 2k) Request for Discharge Statement	-\$1,400.00
Late Charge	\$1,050.00
Courtesy discount: Late Charge	-\$525.00
Sched A 14) Management Cost	\$1,075,000.00
Courtesy discount: Sched A 14) Management Cost	-\$1,075,000.00
Total Outstanding Amount	\$22,858,380.18
Total Courtesy discount subject to the acceptance of the forbearance agreement by Thursday September 21, 2023 at 5:00PM	-\$1,737,812.50

Interest Charge Summary

Interest Charges on Loan Balances (Daily balances exclude reserve balances, impound balances, late charges):

Date	Daily Balance	Days	Daily Periodic Rate	Interest Rate	Interest Charge
01-Jul-23	\$21,500,000.00	12	0.053425%	19.50%	\$137,835.62
13-Jul-23	\$21,500,000.00	19	0.054110%	19.75%	\$221,037.67
					\$358,873.29
01-Aug-23	\$21,858,873.29	31	0.054110%	19.75%	\$366,660.14
01-Sep-23	\$22,225,533.43	19	0.054110%	19.75%	\$228,496.75

Schedule "B"

Court File No. CV-23-00705805-00CL

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

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

**H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP**

Respondents

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

**ORDER
(RECEIVERSHIP)**

THIS APPLICATION made by the Applicant for, among other things, an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing RSM Canada Limited as receiver (in such capacities, the "**Receiver**") without security, over following real property (the "**Real Property**"):

- (a) 40 Moccasin Trail in Toronto, Ontario, having the PIN 10135 – 0306 LT, and bearing the legal description: BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK), CITY OF TORONTO; and,

(b) 50-60 Greenbelt Drive in Toronto, Ontario, having the PIN 10135 – 0307 LT, and bearing the legal description: BLK C PL 4639 NORTH YORK; S/T NY185817, TR64669; TORONTO (N YORK), CITY OF TORONTO, owned by H-M Apartment Moccasin Inc. (the “**Debtor**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the consent of the parties to the relief set out herein, and on reading the consent of RSM Canada Limited to act as the Receiver,

SERVICE

2. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, RSM Canada Limited hereby appointed Receiver, without security, of the Real Property and for all of the assets and undertakings of the Debtor acquired for, or used in relation to the Real Property, including all proceeds therefrom (together with the Real Property, the “**Property**”).

RECEIVER’S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and

authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage and operate the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such

monies, including, without limitation, to enforce any security held by the Debtor in respect of the property;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor in respect of the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price

exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor in respect of the Property;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and

- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor relating to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however

that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove

any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR IN RESPECT OF THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtor in respect of the Real Property, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with

statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor in respect of the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver as well as a new account for receipts and disbursements that do not relate specifically to Real Property (the "Post Receivership Accounts"). For greater certainty, all receipts in respect of the Real Property shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. Permitted Disbursements" shall mean realty taxes, utilities, payroll, insurance, maintenance expenses, other reasonable property-specific expenses and business expenses associated with the Property. The monies standing to the credit of such Segregated Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge

(the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall, subject to the provisions in paragraph 19, form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

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

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the

service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. THIS COURT ORDERS counsel to the Applicant shall be permitted to act as counsel to the Receiver in these proceedings.

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

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any

other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

First Source Financial Management Inc.

Applicant

-and-

H-M Apartment Moccasin Inc. et al.

Respondents

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

**ORDER
(RECEIVERSHIP)**

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)

Tel: (416) 646-4330

jeff.larry@paliareroland.com

Lawyers for the Applicant

Schedule "C"

Court File No. CV-23-00705805-00CL

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

THE HONOURABLE) _____, THE ____ DAY OF ____,
JUSTICE) 2023

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

**H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP**

Respondents

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

JUDGMENT

THIS APPLICATION was heard this day at 330 University Avenue, Toronto, Ontario.

1. **THIS COURT ORDERS AND ADJUDGES** that the respondents H-M Apartment Moccasin Inc. and Hampton-Metrix Apartment 2006 Limited Partnership shall pay the Applicant the sum of \$22,858,380.18 plus, from September 20, 2023 to the date of judgment, any additional legal costs of enforcing this order on a full indemnity basis and per diem interest in the amount of \$12,040.84.

2. **THIS JUDGMENT** bears interest at the greater 18% per annum or the CIBC prime rate plus 12.55%.

First Source Financial Management Inc.

Applicant

-and-

H-M Apartment Moccasin Inc. et al.

Respondent

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

JUDGMENT

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)

Tel: (416) 646-4330

jeff.larry@paliareroland.com

Lawyers for the Applicant

This is **Exhibit M**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a prominent initial "J".

Commissioner for Taking Affidavits (or as may be)

From: Jeff Larry
Sent: Wednesday, November 1, 2023 10:27 AM
To: Alex Henry
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery; Rogers, Sam; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca); Philip Armstrong
Subject: RE: First Source/Moccasin

Alex

I understand that you are continuing to work on paying out First Source.

Nevertheless, since the forbearance period expired yesterday, we will be seeking a date with the court for our motion (which you have consented to) to appoint a receiver. The court advised that they have availability on November 27, 28 and 29. This time before the hearing will also provide you a final opportunity to pay out First Source and avoid a receivership.

Please let me know which days work for you. If you will be represented by counsel, I ask that they let me know of their availability (and I note that I am copying Jamie and Sam at McCarthys as a courtesy).

Best,

From: Jeff Larry
Sent: Saturday, September 23, 2023 9:43 AM
To: 'Alex Henry' <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>
Subject: RE: First Source/Moccasin

Alex:

Attached is a fully executed copy of the Forbearance Agreement together with the Schedules.

Best,

From: Alex Henry <ahenry@hamptonmetrix.com>
Sent: Friday, September 22, 2023 4:26 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>
Subject: RE: First Source/Moccasin

Jeff,

Attached please find our executed Forbearance Agreement, as amended by you. Please note that you had my contact email address wrong in the document. I made that change. I look forward to receiving a copy of the document when executed by First Source.

Thank you,

Alex

Alexander D. Henry, CPA, CA
ahenry@hamptonmetrix.com
Tel: 416-971-5234 X 300
Cell: 416-524-4900
Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>
Sent: Thursday, September 21, 2023 2:48 PM
To: Alex Henry <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com
Subject: First Source/Moccasin

Alex:

I have revised the attached Forbearance Agreement to provide (at new paragraph 5) that during the Forbearance Period, First Source will charge interest at the rate that was in effect prior to the last 7 days of the term (i.e. the greater of 9.5% per annum or the CIBC prime rate plus 4.05%). I defined this rate as the "Original Rate" in the recital.

I am also attaching the Schedules to the Forbearance Agreement, being: (i) a discharge statement as at September 20, 2023 (Schedule A); (ii) the form of consent Receivership Order (Schedule B); and (iii) form of consent judgment (Schedule C).

I recommend again that you review this agreement and the accompanying Schedules with counsel. However, if you continue to choose not to use counsel and you are agreeable to the terms of the agreement and the Schedules, then please sign and return the agreement to me.

Best,

Jeffrey Larry, LL.B, MBA
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
t: 416.646.4330
f: 416.646.4301
c: 416.553.2789
e: jeff.larry@paliareroland.com

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This is **Exhibit N**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

From: Alex Henry <ahenry@hamptonmetrix.com>
Sent: Monday, November 6, 2023 3:50 PM
To: Jeff Larry
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: RE: First Source/Moccasin

External Sender - From: (Alex Henry <ahenry@hamptonmetrix.com>)

This message came from outside your organisation.

Jeff,

I apologize for not getting back to you before noon today. I have spoken with counsel. Since we have consented, we will not be attending if a hearing is still necessary. However, we are quite hopeful that we will have a deal in place to pay out First Source before the end of the month. We would be grateful if you could accept the latest date offered by the court, as we will need the time to finalize our deal. We will keep First Source apprised of our progress throughout the month. However, in the event we are not successful, we ask that you provide us with a copy of the Order should that still be required.

Thank you,

Alex

Alexander D. Henry, CPA, CA
ahenry@hamptonmetrix.com

Tel: 416-971-5234 X 300

Cell: 416-524-4900

Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>
Sent: Friday, November 3, 2023 5:59 PM
To: Alex Henry <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: RE: First Source/Moccasin

Thanks and mazel tov!

From: Alex Henry <ahenry@hamptonmetrix.com>
Sent: Friday, November 3, 2023 5:56 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: Re: First Source/Moccasin

I have a call into Sam Rogers. I understand that my personal life is not your problem, but this weekend is my grandson's Bar Mitzvah out of town, so I will be out of the loop for parts of the weekend.

I will let you know a date before noon on Monday.

Thank you,

Alex

Sent from my iPhone

On Nov 3, 2023, at 4:08 PM, Jeff.Larry@paliaroland.com wrote:

Alex

I am following up.

Can I please hear from you by Monday morning or I will just respond to the court and select one of the dates listed below.

Thanks,

From: Jeff Larry
Sent: Wednesday, November 1, 2023 10:27 AM
To: Alex Henry <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliaroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>
Subject: RE: First Source/Moccasin

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Nevertheless, since the forbearance period expired yesterday, we will be seeking a date with the court for our motion (which you have consented to) to appoint a receiver. The court advised that they have availability on November 27, 28 and 29. This time before the hearing will also provide you a final opportunity to pay out First Source and avoid a receivership.

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Sent: Saturday, September 23, 2023 9:43 AM
To: 'Alex Henry' <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliaroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein -

McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>

Subject: RE: First Source/Moccasin

Alex:

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From: Alex Henry <ahenry@hamptonmetrix.com>

Sent: Friday, September 22, 2023 4:26 PM

To: Jeff Larry <Jeff.Larry@paliareroland.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>

Subject: RE: First Source/Moccasin

Jeff,

Attached please find our executed Forbearance Agreement, as amended by you. Please note that you had my contact email address wrong in the document. I made that change. I look forward to receiving a copy of the document when executed by First Source.

Thank you,

Alex

Alexander D. Henry, CPA, CA

ahenry@hamptonmetrix.com

Tel: 416-971-5234 X 300

Cell: 416-524-4900

Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>

Sent: Thursday, September 21, 2023 2:48 PM

To: Alex Henry <ahenry@hamptonmetrix.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com

Subject: First Source/Moccasin

Alex:

I have revised the attached Forbearance Agreement to provide (at new paragraph 5) that during the Forbearance Period, First Source will charge interest at the rate that was in effect prior to the last 7 days of the term (i.e. the greater of 9.5% per annum or the CIBC prime rate plus 4.05%). I defined this rate as the "Original Rate" in the recital.

I am also attaching the Schedules to the Forbearance Agreement, being: (i) a discharge statement as at September 20, 2023 (Schedule A); (ii) the form of consent Receivership Order (Schedule B); and (iii) form of consent judgment (Schedule C).

I recommend again that you review this agreement and the accompanying Schedules with counsel. However, if you continue to choose not to use counsel and you are agreeable to the terms of the agreement and the Schedules, then please sign and return the agreement to me.

Best,

Jeffrey Larry, LL.B, MBA

Paliare Roland Rosenberg Rothstein LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

t: 416.646.4330

f: 416.646.4301

c: 416.553.2789

e: jeff.larry@paliareroland.com

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This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe

This is **Exhibit O**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in black ink, appearing to read "J. Montgomery". The signature is written in a cursive style with a large initial "J".

Commissioner for Taking Affidavits (or as may be)

From: Alex Henry <aHenry@hamptonmetrix.com>
Sent: November 27, 2023 12:51 PM
To: Jeff Larry
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: RE: First Source/Moccasin

External Sender - From: (Alex Henry <aHenry@hamptonmetrix.com>)

This message came from outside your organisation.

Jeff,

I confirm, in consideration of First Source holding off on obtaining the appointment of the Receiver, that:

- (i) H-M Apartment Moccasin Inc. and Hampton-Metrix Apartment 2006 Limited Partnership, the Respondents, will not subsequently argue that First Source has waived any rights to appoint the Receiver including First Source's right to enforce the consent provided by the Respondents; and
- (ii) whenever First Source determines that it wishes to reschedule the hearing to obtain the appointment of the Receiver, the Respondents will not oppose such appointment.

We appreciate this concession and will keep First Source apprised of our progress. Thank you,

Alex

Alexander D. Henry, CPA, CA
aHenry@hamptonmetrix.com

Tel: 416-971-5234 X 300

Cell: 416-524-4900

Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>

Sent: Monday, November 27, 2023 12:14 PM

To: Alex Henry <aHenry@hamptonmetrix.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com

Subject: RE: First Source/Moccasin

Alex

Further to your ongoing discussions with First Source, I confirm that First Source is agreeable to hold off on obtaining the appointment of the Receiver at the hearing scheduled for this Wednesday November 29, 2023 provided that:

- (i) the Respondents (H-M Apartment Moccasin Inc. and Hampton-Metrix Apartment 2006 Limited Partnership) will not subsequently argue that First Source has waived any rights to appoint the Receiver including First Source's right to enforce the consent provided by the Respondents; and

- (ii) whenever First Source determines that it wishes to reschedule the hearing to obtain the appointment of the Receiver, the Respondents will not oppose such appointment.

Please confirm and I will then advise the court that Wednesday's hearing can be adjourned.

From: Alex Henry <ahenry@hamptonmetrix.com>
Sent: Monday, November 6, 2023 3:50 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: RE: First Source/Moccasin

Jeff,

I apologize for not getting back to you before noon today. I have spoken with counsel. Since we have consented, we will not be attending if a hearing is still necessary. However, we are quite hopeful that we will have a deal in place to pay out First Source before the end of the month. We would be grateful if you could accept the latest date offered by the court, as we will need the time to finalize our deal. We will keep First Source apprised of our progress throughout the month. However, in the event we are not successful, we ask that you provide us with a copy of the Order should that still be required.

Thank you,

Alex

Alexander D. Henry, CPA, CA
ahenry@hamptonmetrix.com
Tel: 416-971-5234 X 300
Cell: 416-524-4900
Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>
Sent: Friday, November 3, 2023 5:59 PM
To: Alex Henry <ahenry@hamptonmetrix.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: RE: First Source/Moccasin

Thanks and mazel tov!

From: Alex Henry <ahenry@hamptonmetrix.com>
Sent: Friday, November 3, 2023 5:56 PM
To: Jeff Larry <Jeff.Larry@paliareroland.com>
Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; sbrogers@mccarthy.ca; jklein@mccarthy.ca; armphilip@gmail.com
Subject: Re: First Source/Moccasin

I have a call into Sam Rogers. I understand that my personal life is not your problem, but this weekend is my grandson's Bar Mitzvah out of town, so I will out of the loop for parts of the weekend.

I will let you know a date before noon on Monday.

Thank you,

Alex

Sent from my iPhone

On Nov 3, 2023, at 4:08 PM, Jeff.Larry@paliaroland.com wrote:

Alex

I am following up.

Can I please hear from you by Monday morning or I will just respond to the court and select one of the dates listed below.

Thanks,

From: Jeff Larry

Sent: Wednesday, November 1, 2023 10:27 AM

To: Alex Henry <ahenry@hamptonmetrix.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliaroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>

Subject: RE: First Source/Moccasin

Alex

I understand that you are continuing to work on paying out First Source.

Nevertheless, since the forbearance period expired yesterday, we will be seeking a date with the court for our motion (which you have consented to) to appoint a receiver. The court advised that they have availability on November 27, 28 and 29. This time before the hearing will also provide you a final opportunity to pay out First Source and avoid a receivership.

Please let me know which days work for you. If you will be represented by counsel, I ask that they let me know of their availability (and I note that I am copying Jamie and Sam at McCarthys as a courtesy).

Best,

From: Jeff Larry

Sent: Saturday, September 23, 2023 9:43 AM

To: 'Alex Henry' <ahenry@hamptonmetrix.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliaroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein -

McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>

Subject: RE: First Source/Moccasin

Alex:

Attached is a fully executed copy of the Forbearance Agreement together with the Schedules.

Best,

From: Alex Henry <ahenry@hamptonmetrix.com>

Sent: Friday, September 22, 2023 4:26 PM

To: Jeff Larry <Jeff.Larry@paliareroland.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas Montgomery <Douglas.Montgomery@paliareroland.com>; Rogers, Sam <sbrogers@mccarthy.ca>; Jamie Klein - McCarthy Tetrault LLP (jklein@mccarthy.ca) <jklein@mccarthy.ca>; Philip Armstrong <armphilip@gmail.com>

Subject: RE: First Source/Moccasin

Jeff,

Attached please find our executed Forbearance Agreement, as amended by you. Please note that you had my contact email address wrong in the document. I made that change. I look forward to receiving a copy of the document when executed by First Source.

Thank you,

Alex

Alexander D. Henry, CPA, CA
ahenry@hamptonmetrix.com

Tel: 416-971-5234 X 300

Cell: 416-524-4900

Fax: 416-971-5823

From: Jeff.Larry@paliareroland.com <Jeff.Larry@paliareroland.com>

Sent: Thursday, September 21, 2023 2:48 PM

To: Alex Henry <ahenry@hamptonmetrix.com>

Cc: david@firstsourcemortgage.ca; leonard@firstsourcemortgage.ca; Douglas.Montgomery@paliareroland.com

Subject: First Source/Moccasin

Alex:

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I recommend again that you review this agreement and the accompanying Schedules with counsel. However, if you continue to choose not to use counsel and you are agreeable to the terms of the agreement and the Schedules, then please sign and return the agreement to me.

Best,

Jeffrey Larry, LL.B, MBA

Paliare Roland Rosenberg Rothstein LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

t: 416.646.4330

f: 416.646.4301

c: 416.553.2789

e: jeff.larry@paliareroland.com

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This is **Exhibit P**

referred to in the Affidavit of Leonard Zaidener,
affirmed remotely before me this day of March 13, 2024

A handwritten signature in cursive script that reads "J. Montgomery". The signature is written in black ink and is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Discharge Statement

FIRST SOURCE
 FINANCIAL MANAGEMENT INC.
Borrower

(Moccasin Trail, Toronto) H-M Apartment Moccasin Inc.

Property

40 Moccasin Trail & 50-60 Greenbelt Drive, Toronto ON

Account Number	1218.19.10R4
Payoff Due Date	12-Mar-24
Payoff Amount	\$25,117,882.93
Principal Amount	\$21,500,000.00
Interest Rate as of Jul 1/23: Higher of 18.00% or (CIBC Prime + 12.55%)	19.50%
Interest Rate as of Jul 13/23: Higher of 18.00% or (CIBC Prime + 12.55%)	19.75%
Interest Per Diem	\$13,274.63

After 3/12/2024, please pay an additional \$13,274.63 per day. This notice expires on 3/22/2024, at which time you are instructed to contact this office for additional instructions.

Funds may be tendered any time up to 1:00 pm March 12, 2024 based on the existing statement.

If funds are tendered after 1:00 pm, March 12, 2024 please add additional per diem to NEXT business day.

Subject to adjustments to legal fees, disbursements, charges, etc.

E. & O.E.

Account Activity

Principal Balance	\$21,500,000.00
Jul 1-31, 2023 Interest (31 days)	\$358,873.29
Aug 1-31, 2023 Interest (31 days)	\$366,660.14
Sep 1-30, 2023 Interest (30 days)	\$360,784.34
Oct 1-31, 2023 Interest (31 days)	\$378,862.28
Nov 1-30, 2023 Interest (30 days)	\$372,790.94
Dec 1-31, 2023 Interest (31 days)	\$391,470.49
Jan 1-31, 2024 Interest (31 days)	\$398,037.00
Feb 1-29, 2024 Interest (29 days)	\$378,603.10
Mar 1-11, 2024 Interest (11 days)	\$145,861.54
1 Month Interest Bonus at 19.75%	\$353,854.17
Forbearance Fee	\$100,000.00
Sched A 2c) Failure to provide proof of current Final 2022 taxes after requested (May 2023)	\$350.00
Courtesy discount: Sched A 2c) Failure to provide proof of current Final 2022 taxes after requested (May 2023)	-\$350.00
Sched A 2d) Failure to provide proof of insurance renewal after requested (Dec 2022 & Jan, Feb 2023)	\$1,400.00
Courtesy discount: Sched A 2d) Failure to provide proof of insurance renewal after requested (Dec 2022 & Jan, Feb 2023)	-\$1,400.00
Sched A 2m) Each meeting by the borrower/lender because of an issue regarding the Loan facility	\$350.00
Courtesy discount: Sched A 2m) Each meeting by the borrower/lender because of an issue regarding the Loan facility	-\$350.00
Sched A 2n) Each three phone calls/emails by the borrower/lender because of an issue regarding the Loan facility	\$350.00
Courtesy discount: Sched A 2n) Each three phone calls/emails by the borrower/lender because of an issue regarding the Loan facility	-\$350.00
Sched A 2k) Request for Discharge Statement	\$2,100.00
Courtesy discount: Sched A 2k) Request for Discharge Statement	-\$1,400.00
Late Charge	\$1,050.00
Courtesy discount: Late Charge	-\$525.00
Sched A 14) Management Cost	\$1,075,000.00
Courtesy discount: Sched A 14) Management Cost	-\$1,075,000.00
Johnston Litavski Ltd. - Ref 16P23 (reimburse FSMC General)	\$3,559.50
Pelican Woodcliff - Inv #261250 (reimburse FSMC General)	\$6,441.00
Dale & Lessmann LLP - Inv #599474 (reimburse FSMC General)	\$521.15
ProInCon Invoice #34567 (reimburse FSMC General)	\$339.00
Total Outstanding Amount	\$25,117,882.93

Interest Charge Summary

Interest Charges on Loan Balances (Daily balances exclude reserve balances, impound balances, late charges):

Date	Daily Balance	Days	Daily Periodic Rate	Interest Rate	Interest Charge
01-Jul-23	\$21,500,000.00	12	0.053425%	19.50%	\$137,835.62
13-Jul-23	\$21,500,000.00	19	0.054110%	19.75%	\$221,037.67
					\$358,873.29
01-Aug-23	\$21,858,873.29	31	0.054110%	19.75%	\$366,660.14
01-Sep-23	\$22,225,533.43	30	0.054110%	19.75%	\$360,784.34
01-Oct-23	\$22,586,317.77	31	0.054110%	19.75%	\$378,862.28
01-Nov-23	\$22,965,180.05	30	0.054110%	19.75%	\$372,790.94
01-Dec-23	\$23,337,970.99	31	0.054110%	19.75%	\$391,470.49
01-Jan-24	\$23,729,441.47	31	0.054110%	19.75%	\$398,037.00
01-Feb-24	\$24,127,478.47	29	0.054110%	19.75%	\$378,603.10
01-Mar-24	\$24,506,081.58	11	0.054110%	19.75%	\$145,861.54

First Source Financial Management Inc.

Applicant

-and-

H-M Apartment Moccasin Inc. et al.

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF LEONARD ZAIDENER

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)

Tel: (416) 646-4330

jeff.larry@paliareroland.com

Douglas Montgomery (LSO# 78082M)

Tel: 416.646.6313

douglas.montgomery@paliareroland.com

Lawyers for the Applicant

Tab 3

Court File No. CV-23-00705805-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

H-M APARTMENT MOCCASIN INC. and
HAMPTON-METRIX APARTMENT 2006 LIMITED PARTNERSHIP

Respondents

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

CONSENT

TDB Restructuring Limited hereby consents to act as Receiver of the following properties:

1. BLK D PL 4639 NORTH YORK; S/T TR64699, TR73772; TORONTO (N YORK), CITY OF TORONTO having the PIN 10135 – 0306 LT (known municipally as 40 Moccasin Trail); and,
2. BLK C PL 4639 NORTH YORK; S/T NY185817, TR64669; TORONTO (N YORK), CITY OF TORONTO having the PIN 10135 – 0307 LT (known municipally as 50-60 Greenbelt Drive).

March 11, 2024

TDB RESTRUCTURING LIMITED

Bryan A. Tannenbaum

Per: Bryan A. Tannenbaum
I have the authority to bind the corporation

First Source Financial Management Inc.
Applicant

-and- **H-M Apartment Moccasin Inc. et al.**
Respondents

CV-23-00705805-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO**

CONSENT OF RECEIVER

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646.4330
jeff.larry@paliareroland.com

Douglas Montgomery (LSO# 78082M)
Tel: 416.646.6313
douglas.montgomery@paliareroland.com

Lawyers for the Applicant

Court File No. CV-23-00705805-00CL

First Source Financial Management Inc.

Applicant

-and-

H-M Apartment Moccasin Inc. et al.

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

APPLICATION RECORD OF THE APPLICANT

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
Fax: (416) 646-4301

Jeffrey Larry (LSO#44608D)
Tel: (416) 646-4330
jeff.larry@paliareroland.com

Douglas Montgomery (LSO# 78082M)
Tel: 416.646.6313
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Lawyers for the Applicant