

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

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

ONASSA CORPORATION

Respondent

**APPLICATION RECORD
(Volume 1 of 2)**

May 20, 2026

THORNTON GROUT FINNIGAN LLP
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Toronto, ON M5K 1K7
Tel: (416) 304-1616

D.J. Miller (LSO# 34393P)
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Shurabi Srikaruna (LSO #90908K)
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Lawyers for the Applicant, Hillmount Capital
Mortgage Holdings Inc.

TO: THE SERVICE LIST

AND TO: THIS HONOURABLE COURT

**ONTARIO
SUPERIOR COURT OF JUSTICE
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as amended*

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

ONASSA CORPORATION

Respondent

**SERVICE LIST
(as at May 20, 2026)**

TO:	THORNTON GROUT FINNIGAN LLP Barristers and Solicitors 100 Wellington Street West Suite 3200 Toronto, ON M5K 1K7 Fax: 416-304-1313 D.J. Miller (LSO# 34393P) Email: djmiller@tgf.ca Shurabi Srikaruna (LSO #90908K) Email: ssrikaruna@tgf.ca Lawyers for the Applicant, Hillmount Capital Mortgage Holdings Inc.
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AND TO:	<p>FOGLER, RUBINOFF LLP Ste 3000, P.O. Box 95 77 King Street West TD Centre North Tower Toronto, ON M5K1G8 Fax: (416) 941-8852</p> <p>Joseph Fried Tel: (416) 864-9700 Email: jfried@foglers.com</p> <p>Real Estate Counsel for the Applicant, Hillmount Capital Inc.</p>
AND TO:	<p>HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. 89 Tycos Drive, Suite 208 Toronto, ON M6B 1W3</p> <p>Itzhak (Yitz) Levinson Email: yitz@hillmount.ca</p> <p>Applicant</p>
AND TO:	<p>TDB RESTUCTURING LIMITED 11 King St. W., Suite 700 Toronto ON M5H 4C7</p> <p>Bryan A. Tannenbaum Tel: (416) 238-5055 Email: btannenbaum@tdbadvisory.ca</p> <p>Proposed Court-appointed Receiver</p>
AND TO:	<p>ONASSA CORPORATION 2880 Sheffield Road, Unit 3, Ottawa, ON K1B 1A4</p> <p>Noel Perera Email : nperera@onassa.com</p> <p>Respondent</p>

AND TO:	ONASSA CORPORATION 56 Cedarhill Drive Ottawa, ON K2R 1C5 Noel Perera Email : nperera@onassa.com Respondent
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	NOEL PERARA 1406 Duford Drive Orleans, ON K1E 3G8 Email: nperera@onassa.com ; nperera@gpecinternational.com Respondent
AND TO:	SCHNEIDER RUGGIERO LLP 1000-120 Adelaide Street West Toronto, ON M5H 3V1 George N. Ruggiero Tel: 416-363-2212 Email: GRuggiero@srlawpractice.com Lawyers for the Respondent
AND TO:	9523-5685 QUEBEC INC. 4890 Ch. Circle Montreal QC H3W 1Z7 Secured Creditor

AND TO:	2250505 ONTARIO INC. O/A Safe Harbour Global Capital, 75 Toronto ON M9W 6L9 Naheel Suleman Email: ns@safeharbourcv.com Secured Creditor
AND TO:	BUSINESS DEVELOPMENT BANK OF CANADA 55 Metcalfe Street Ottawa ON K1P 6L5 Sean Skaarup Tel: (343) 550-2308 Email: Sean.SKAARUP@bdc.ca Secured Creditor
AND TO:	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Insolvency Unit Email: insolvency.unit@ontario.ca
AND TO:	CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6 Pat Confalone Email: pat.confalone@cra-arc.gc.ca Tel: (416) 954-6514 Fax: (416) 964-6411

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

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TAB 1



Court File No.

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

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as amended*

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

ONASSA CORPORATION

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT:

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

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- In person
- By telephone conference
- By video conference, the details of which will be made available in CaseCentre,

before a Judge presiding over the Ontario Superior Court of Justice (Commercial List) at 161 Elgin St., 2nd Floor, Ottawa, Ontario K2P 2K1, on May 29, 2026 at 9:00 a.m. Please advise if you intend to join the hearing by emailing D.J. Miller at djmiller@tgf.ca.

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.

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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: Ottawa Court Office
161 Elgin Street
2nd Floor
Ottawa ON K2P 2K1

TO: THIS HONOURABLE COURT

AND TO: ONASSA CORPORATION
2880 Sheffield Road, Unit 3,
Ottawa, ON K1B 1A4

Noel Perera
Email : nperera@onassa.com

Respondent

AND TO: ONASSA CORPORATION
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Ottawa, ON K2R 1C5

Noel Perera
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Respondent

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Respondent

AND TO: **SCHNEIDER RUGGIERO LLP**
1000-120 Adelaide Street West
Toronto, ON M5H 3V1

George N. Ruggiero
Tel: 416-363-2212
Email: GRuggiero@srlawpractice.com

APPLICATION

1. **THE APPLICANT**, Hillmount Capital Mortgage Holdings Inc. (“**Hillmount**”), makes an application for an Order (the “**Receivership Order**”) pursuant to section 243(1) of *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, among other things, to:
 - (a) validate service of this Notice of Application and the Application Record;
 - (b) appoint TDB Advisory Limited (“**TDB**”) as the receiver (in such capacity, the “**Receiver**”) of the property, assets and undertakings of Onassa Corporation (“**Onassa**” or the “**Debtor**”), including but not limited to the real property municipally known as the Onassa Springs Subdivision, Ottawa, Ontario, comprised of 26 residential lots as described in Schedule “A” attached hereto (the “**Real Property**”) each individual lot forming part of the Real Property being a “Lot” and collectively, the “Lots” (together, the “**Property**”);
 - (c) approving a form of vesting order to be utilized for any sale of the Property, including any one or more individual Lots;
 - (d) authorizing the Receiver to complete sales of all or any portion of the Property, including individual Lots, in accordance with the terms of the Receivership Order;
 - (e) authorizing the Receiver and its counsel to complete and deliver vesting orders in respect of such sales and directing the Registrar and to obtain such issued vesting orders without further motions being brought before the Court;
 - (f) granting a charge over the Property in favour of the Receiver and its counsel; and

(g) grant such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Overview

2. Pursuant to a mortgage loan commitment dated June 3, 2022 (as amended, the “**Commitment Letter**”), an amending agreement dated July 27, 2022, as subsequently renewed pursuant to a mortgage renewal dated October 10, 2024 (the “**Renewal**”) and further extended pursuant to short-term mortgage extension agreements dated September 1, 2025 and November 4, 2025, Hillmount provided the Debtor with a \$6,000,000 term mortgage loan (the “**Loan**”) in respect of the Real Property. The Loan is secured by a first-ranking Mortgage (as defined and more fully described below) registered on title to the Real Property securing the principal amount of \$6,500,000.
3. The Loan is secured by, among other things, a first-ranking mortgage registered on title to the Real Property, together with related security, a general security agreement, a general assignment of rents and leases, various assignments relating to funds, agreements of purchase and sale, and material project agreements, permits and approvals associated with the development of the Real Property and is supported by a personal guarantee from the Debtor’s principal, Noel Perera.
4. The Loan matured on February 1, 2026, in accordance with its terms and remains due and payable. In addition, the Debtor has committed multiple defaults under the Loan, including, among other things, failing to make required interest payments for approximately five months, failing to repay the Loan upon maturity, failing to keep all property taxes paid and

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current, resulting in property tax arrears in excess of approximately \$459,486, and failing to meet agreed-upon sales and repayment milestones.

5. As a result of the defaults relating to arrears under the Mortgage, Hillmount delivered a demand for payment to the Debtor on February 12, 2026 (the “**Demand**”) and a notice of intention to enforce security pursuant to section 244 of the BIA (the “**BIA Notice**”).
6. All amounts owing to Hillmount are now due and payable.
7. The Debtor has failed to repay its obligations. When the Demand was issued to the Debtor on February 12, 2026, the indebtedness owing to Hillmount as at that date was in the amount of \$6,379,131.33. The indebtedness as of April 30, 2026 is \$6,635,216.37 with interest accruing each day thereafter, together with all Costs (as such term is defined in the Mortgage) incurred by Hillmount to date and to the date of payment and all other amounts secured by the Mortgage (the “**Indebtedness**”).
8. Hillmount holds security in respect of the Indebtedness, including a first-ranking mortgage and general security agreement, which include the right to seek the appointment of a Receiver over the Property in the event of a default.
9. A sale process to sell the Real Property, undertaken by a court-appointed Receiver, is the most appropriate means of realizing upon the Property for the benefit of the Debtor’s creditors.
10. Given that the Property is comprised of multiple individually conveyable Lots, requiring the Receiver to return to Court for approval of each individual sale would create unnecessary delay, increased costs and be an inefficient use of the Court’s resources. The

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proposed Receivership Order therefore includes a mechanism for the approval of a form of vesting order and the administrative issuance of vesting orders by the Registrar, which is appropriate in the circumstances and consistent with the efficient realization of real property assets.

11. It is just and convenient that TDB be appointed as the Receiver over the Property of the Debtor, to realize on the Property for the benefit of all creditors.

The Debtor

12. The Debtor is a single-purpose real estate holding company existing under the laws of Ontario and maintains its registered head office at 2880 Sheffield Road, Unit 3, Ottawa, Ontario, K1B. The Debtor is the registered owner of the Real Property, which is comprised of 26 lots which are legally described as the parcels listed in Schedule “A”, each being a separately conveyable residential lot.

The Mortgage and Security Held by the Applicant

13. Pursuant to the Commitment Letter, Hillmount provided the Debtor with a \$6,000,000 term mortgage loan in respect of the Real Property.
14. As security for the present and future indebtedness and obligations of the Debtor to Hillmount pursuant to the Loan, the Debtor granted to Hillmount, among other things, the following security:
 - (a) a first-ranking mortgage on the Real Property dated August 22, 2022, securing the principal amount of \$6,500,000 with all interest, fees and costs secured thereby, (the “**Mortgage**”);

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- (b) a first-ranking security interest in the undertaking of the Debtor and all the Debtor's present and after acquired personal property pursuant to a general security agreement dated July 27, 2022;
 - (c) a general assignment of rents and leases registered on title to the Real Property on the same date as the Mortgage;
 - (d) an assignment of funds dated July 27, 2022, in favour of Hillmount, pursuant to which the Debtor assigned approximately \$434,000 to Hillmount to be held as an interest reserve and as additional security for the Loan;
 - (e) an assignment of agreements of purchase and sale dated July 27, 2022 in favour of Hillmount, pursuant to which the Debtor assigned all of its rights, benefits and privileges under any agreements for the sale of lots in the Real Property, together with all deposits and sale proceeds, as additional security for the Loan; and
 - (f) an assignment of material project agreements dated July 27, 2022 in favour of Hillmount, pursuant to which the Debtor assigned all rights, title and interest in and to all material agreements, permits and approvals relating to the development of the Real Property, as additional security for the Loan.
15. Pursuant to the Mortgage and the GSA, Hillmount is entitled to appoint a receiver over the Property upon the occurrence of any event of default.
16. The Mortgage is registered on title to the Real Property. Hillmount has perfected its security interests by way of registrations against the Debtor pursuant to the *Personal Property Security Act* (Ontario).

The Defaults

17. The Debtor has defaulted under the Loan and Mortgage by, among other things:
- (a) failing to meet the mandatory paydown and sales milestones imposed under the Renewal, the breach of which constitutes a default under the Mortgage;
 - (b) failing to make required interest payments as they became due under the Loan;
 - (c) failing to reduce the principal balance of the Loan as required, which remains outstanding in the full amount of approximately \$6,000,000;
 - (d) failing to cure its defaults despite the Lender granting multiple extensions of the Loan; and
 - (e) failing to repay the Mortgage upon its maturity on February 1, 2026 or following the issuance of a Demand and BIA Notice.
18. All amounts owing to Hillmount are due and payable and have not been repaid.

Pattern Of Delays, Excuses and Unfulfilled Payment Assurances

19. The Debtor has, since late 2024, repeatedly provided explanations for its failure to meet its payment and repayment obligations, including anticipated third-party funding, refinancing efforts, and various personal and operational challenges. Despite repeated assurances that repayment was imminent, the Debtor has failed to provide satisfactory evidence of binding financing, has not completed any refinancing, and has not repaid the Loan or cured its defaults.

Necessity for the Appointment of the Receiver

20. The appointment of the Receiver is necessary and appropriate as:
- (a) the Mortgage and GSA expressly provide for the appointment of a receiver upon default;
 - (b) the Debtor is in default of its obligations to Hillmount;
 - (c) the Mortgage has matured without repayment by the Debtor to Hillmount;
 - (d) notwithstanding the issuance of the Demand and the BIA Notice, the Debtor has failed to repay the Indebtedness;
 - (e) the Debtor has failed to complete the sale of Lots or meet the required milestones in any material way, or to take the steps necessary to ensure that the Lots are actively marketed and sold;
 - (f) all applicable notice periods have expired;
 - (g) a sale of the unsold Lots undertaken by a Receiver is in the best interests of the Debtor's stakeholders including Hillmount;
 - (h) the proposed Receiver is experienced in Canadian insolvency proceedings, including with respect to real property and real estate developments;
 - (i) the proposed Receiver would report to the court and all stakeholders to ensure transparency and a robust sale process; and
 - (j) it is just and convenient to appoint the Receiver.
21. TDB has consented to act as the Receiver.

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22. It is important to have TDB appointed as Receiver as soon as possible, as the optimal period for marketing and selling the Lots is during the summer season. Any delay in the appointment risks prejudicing the value realization process and diminishing recoveries available to stakeholders, as market demand and purchaser activity are typically strongest during the summer months.

Proposed Sale Process and Vesting Mechanism

23. The Property is comprised of multiple individually conveyable Lots, which are expected to be marketed and sold separately.

24. Requiring the Receiver to obtain court approval for each individual Lot sale would result in unnecessary delay and increased costs, thereby diminishing recoveries for stakeholders.

25. The proposed Receivership Order therefore includes:

- (a) approval of a standard form of vesting order; and
- (b) a mechanism for the administrative issuance of vesting orders by the Registrar, upon certification by the Receiver, without further attendance before the Court.

26. This structure is appropriate in the circumstances and is consistent with efficient realization processes in similar real estate receivership proceedings.

Appropriate for Matter to be Heard on the Commercial List

27. The Debtor's registered head office is located in Ottawa, Ontario, and the Real Property is situated in Barrhaven, Ontario which is in close proximity to Ottawa, Ontario.

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28. This application arises from a secured lending and real estate development context and involves the proposed appointment of a receiver over a multi-lot residential subdivision. The issues engaged are consistent with those routinely addressed by the Commercial List, including the enforcement of secured creditor rights and the supervision of receivership proceedings.
29. It is efficient and appropriate for this matter to be heard on the Commercial List, which has specialized expertise in insolvency and restructuring matters.
30. Accordingly, this application is properly brought before the Ontario Superior Court of Justice (Commercial List).

Rules & Statutes

31. Rules 1.04, 2.03, 3.02, 14.05(2), 14.05(3)(h), 16, and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
32. The provisions of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, including s. 243(1) thereof, and the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, including s.101 thereof, and the inherent and equitable jurisdiction of this Court.
33. Such other grounds as this Honourable Court may permit.

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

34. the Affidavit of Itzhak (Yitz) Levinson, affirmed May 13, 2026;
35. the Consent of TDB to act as Receiver; and

- 13 -

36. such other material as this Honourable Court may permit.

May 20, 2026

THORNTON GROUT FINNIGAN LLP
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Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Lawyers for the Applicant,
Hillmount Capital Mortgage Holdings Inc.

SCHEDULE "A"

PROPERTY DESCRIPTION

PIN No. 04631-0429 (LT)

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 106 Onassa Circle, Ottawa Ontario

PIN No. 06431-0430 (LT)

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 112 Onassa Circle, Ottawa Ontario

PIN No. 04631-0431 (LT)

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 118 Onassa Circle, Ottawa Ontario

PIN No. 04631-0432 (LT)

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 124 Onassa Circle, Ottawa Ontario

PIN No. 04631-0434 (LT)

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 136 Onassa Circle, Ottawa Ontario

PIN No. 04631-0435 (LT)

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 142 Onassa Circle, Ottawa Ontario

PIN No. 04631-0436 (LT)

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 148 Onassa Circle, Ottawa Ontario

PIN No. 04631-0437 (LT)

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 154 Onassa Circle, Ottawa Ontario

PIN No. 04631-0438 (LT)

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 105 Onassa Circle, Ottawa Ontario

PIN NO. 04631-0439 (LT)

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 111 Onassa Circle, Ottawa Ontario

PIN No. 04631-0440 (LT)

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 117 Onassa Circle, Ottawa Ontario

PIN No. 04631-0441 (LT)

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 238 Onassa Circle, Ottawa Ontario

PIN No. 04631-0442 (LT)

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 244 Onassa Circle, Ottawa Ontario

PIN No. 04631-0449 (LT)

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Municipally known as 1A Cedarhill Drive, Ottawa Ontario

PIN No. 04631-0450 (LT)

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Municipally known as 1B Cedarhill Drive, Ottawa Ontario

PIN No. 04631-0469 (LT)

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 160 Onassa Circle, Ottawa Ontario

PIN No. 04631-0470 (LT)

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 301 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0471 (LT)

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 307 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0472 (LT)

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 312 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0473 (LT)

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 306 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0474 (LT)

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 300 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0475 (LT)

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 226 Onassa Circle (city calls it 226 Nelson Mandela Court), Ottawa Ontario

PIN No. 04631-0476 (LT)

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 232 Onassa Circle, Ottawa Ontario

PIN No. 04631-0500 (LT)

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 118 Renoir Court, Ottawa Ontario

PIN No. 04631-0501 (LT)

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 112 Renoir Court, Ottawa Ontario

PIN No. 04631-0502 (LT)

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 106 Renoir Court, Ottawa Ontario

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**HILLMOUNT CAPITAL MORTGAGE
HOLDINGS INC.**

- and -

ONASSA CORPORATION

Respondent

Applicant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Ottawa, Ontario

NOTICE OF APPLICATION

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Lawyers for the Applicant,
Hillmount Capital Mortgage Holdings Inc.

TAB 2

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

ONASSA CORPORATION

Respondent

AFFIDAVIT OF ITZHAK (YITZ) LEVINSON
(affirmed May 13, 2026)

I, **ITZHAK (YITZ) LEVINSON**, of the City of Toronto, in the Province of Ontario,

AFFIRM AND SAY AS FOLLOWS:

1. I am the President and founder of Hillmount Capital Inc. (“**HCI**”) and Hillmount Capital Mortgage Holdings Inc. (“**Hillmount**”) and, as such, I have knowledge of the matters to which I depose herein. Where I have relied on other sources of information, I have stated the source of my information, and I believe such information to be true.
2. HCI is an Ontario corporation that, among other things, carries on business as a private mortgage lender with its head office in the City of Toronto. HCI operates as a mortgage brokerage and administrator licensed with the Financial Services Regulator Authority of Ontario and under the *Mortgage Brokerages, Lenders and Administrators Act*. HCI is the

administrator of the Loan (hereinafter defined). Hillmount is also an Ontario corporation with its head office in the City of Toronto.

3. This affidavit is affirmed in support of an application brought by Hillmount for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, (the “**Receivership Order**”), appointing TDB Restructuring Limited (“**TDB**”) as the receiver (in such capacity, the “**Receiver**”) of the property, assets and undertakings of Onassa Corporation (“**Onassa**” or the “**Debtor**”), including but not limited to the real property municipally known as the Onassa Springs Subdivision, Ottawa, Ontario, comprised of 26 residential lots as described in **Exhibit “A”** attached hereto (the “**Real Property**”) each individual lot forming part of the Real Property shall be referred to herein as a “Lot” and collectively, the “Lots” (together, the “**Property**”).

4. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

I. OVERVIEW

5. As described in greater detail below, Hillmount advanced a secured mortgage loan to the Debtor in connection with the financing of serviced lots within a residential subdivision. The Real Property consists of 26 serviced residential lots forming part of a larger subdivision known as Onassa Springs in Ottawa, Ontario.

6. The Loan (as hereinafter defined) is secured by, among other things, a first-ranking mortgage registered on title to the Real Property, together with related security including

a general security agreement, assignment of rents, and a personal guarantee from Noel Perera (the “**Guarantor**”).

7. The Loan matured on February 1, 2026, in accordance with its terms and remains due and payable. The Debtor has committed multiple defaults under the Loan, including, among other things, failing to make required interest payments for approximately five months, failing to repay the Loan upon maturity, failing to keep all property taxes paid and current, resulting in property tax arrears in excess of approximately \$459,486, and failing to meet agreed-upon sales and repayment milestones.
8. Hillmount has delivered demand letters and notices of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* on February 12, 2026. All applicable notice periods have expired and all amounts owing to Hillmount have been accelerated and are now due and payable.
9. The Debtor has failed to take reasonable steps to sell or otherwise realize upon the Real Property. Despite repeatedly representing to Hillmount that certain lot sales were imminent, no meaningful sales activity has occurred. The Debtor has also failed to service the Loan and has not demonstrated a viable path to repayment.
10. The indebtedness as of April 30, 2026 is \$6,635,216.37 with interest accruing each day thereafter, together with all Costs (as such term is defined in the Mortgage) incurred by Hillmount to date and to the date of payment and all other amounts secured by the Mortgage (the “**Indebtedness**”).

11. In these circumstances, Hillmount seeks the appointment of a receiver over the Property. The loan documents expressly authorize the appointment of a receiver in the event of a default.
12. A sale process by an experienced Receiver is the most efficient way to preserve and maximize the value of the Property for creditors, ensuring transparency and benefiting all stakeholders.
13. I believe that it is just and convenient that TDB be appointed as Receiver over the Property of the Debtor in order to preserve and maximize value for the benefit of creditors through a sale process.

II. THE DEBTOR

14. The Debtor is a privately held corporation incorporated under the laws of Ontario, and maintains its registered head office at 2880 Sheffield Road, Unit 3, Ottawa, Ontario, K1B 1A4. A copy of the Debtor's corporate profile report is attached hereto as **Exhibit "B"**.
15. The Debtor is a single-purpose real estate entity whose primary business is the ownership and development of the Real Property. The Debtor is the registered owner of the Real Property, which is comprised of 26 lots which are legally described as the parcels listed in Exhibit "A", each being a separately conveyable residential lot. A copy of the parcel searches in respect of the Property is attached hereto as **Exhibit "C"**.
16. I am advised by Noel Perera, principal of the Debtor, and believe that the lots are fully serviced to the lot line, with municipal infrastructure in place, and are permit-ready for residential development.

17. Noel Perera is also the Guarantor of the obligations owing to Hillmount. To my knowledge, the Debtor has no employees.

III. LOAN DOCUMENTS AND INDEBTEDNESS TO HILLMOUNT

18. Pursuant to a mortgage loan commitment dated June 3, 2022 (as amended, the “**Commitment Letter**”), an amending agreement dated July 27, 2022 (the “**Amending Agreement**”), as subsequently renewed pursuant to a mortgage renewal dated October 10, 2024 (the “**Renewal**”) and further extended pursuant to short-term mortgage extension agreements dated September 1, 2025 and November 4, 2025 (collectively, the “**Extensions**”), Hillmount provided the Debtor with a \$6,000,000 term mortgage loan (the “**Loan**”) in respect of the Real Property. The Loan is secured by a first-ranking Mortgage (as defined and more fully described below) registered on title to the Real Property securing the principal amount of \$6,500,000. The Commitment Letter provided for an ability to increase the principal amount of the loan facility and advance additional funds secured by the Mortgage upon satisfaction of certain conditions, which were not satisfied. Copies of the Commitment Letter, Amending Agreement, Renewal, Extensions and the Mortgage are attached hereto as **Exhibits “D”, “E”, “F”, “G”, “H” and “I”**, respectively.
19. On August 4, 2022, HCI assigned the Commitment Letter to Hillmount. A copy of the assignment agreement is attached hereto as **Exhibit “J”**.
20. The Loan was secured by the first-ranking Mortgage over the Property, together with additional security including a GSA, GAR, Assignment of Funds, Assignment of APS, Assignment of MPA (each as defined below) and a personal guarantee from the Guarantor.

21. The Commitment Letter provides that the Loan was requested by the Debtor for refinancing existing indebtedness and for equity take-out purposes.
22. The Amending Agreement revised the Debtor's sales obligations. In particular, it amended the renewal condition in paragraph 26(c) of the Commitment Letter to require staged lot sales, including the sale of two lots within the first 12 months of the term at a minimum price of \$600,000 per lot and four additional lots within the final 12 months at a minimum price of \$700,000 per lot. In addition, the Amending Agreement introduced a standalone condition to be satisfied by the Debtor before the Lender advances funds (paragraph 29), requiring the Debtor to complete the sale of at least two lots within the first 12 months of the term at a minimum price of \$600,000 per lot.
23. The Debtor failed to comply with these sales requirements.
24. On or about October 10, 2024, the Loan was renewed for a further 12-month term pursuant to the Renewal, following discussions and negotiations with the Debtor that included revised paydown and sales milestones.
25. The Renewal amended the Debtor's obligations by including specific paydown and sales milestones as conditions of the renewal. In particular, the Renewal required the Debtor to complete defined principal paydowns and lot sales by specified dates throughout the renewal term. Where the Debtor failed to complete required lot sales by the prescribed dates, it was required to make corresponding mandatory principal paydowns in fixed amounts in lieu of such sales. The Renewal expressly provides that failure to meet these milestones constitutes a default under the Loan.

26. The Debtor failed to comply with these conditions and thereby breached its obligations under the Renewal.
27. Subsequent short-term extensions were granted in 2025, including extensions to October 31, 2025 and thereafter. Throughout 2025, the Debtor represented that the inclusion of the neighbouring land within the urban boundary would permit increased density, thereby enhancing the value of the Real Property. In reliance on these representations, extensions were provided in an effort to continue working with the Debtor and allow additional time for the sale or refinancing of the Real Property.
28. Despite numerous accommodations by Hillmount, the Debtor has failed to repay the Loan or cure its ongoing defaults.
29. The intent of the Amending Agreement and the Renewal was to condition the continuation of the Loan and any further accommodations on the Debtor being diligent and proactive in marketing and selling the lots comprising the Real Property and making corresponding principal paydowns. In particular, these agreements imposed structured sales milestones and mandatory paydown requirements designed to facilitate repayment of the Loan through the orderly disposition of the lots. The Debtor failed to satisfy these requirements, including failing to complete the required lot sales, thereby breaching its obligations under the Loan and, in the case of the Renewal, constituting a default under the Loan. Despite being afforded multiple opportunities to do so, the Debtor did not bring the Loan into compliance.

30. As security for the present and future indebtedness and obligations of the Debtor to Hillmount pursuant to the Commitment Letter, the Debtor granted to Hillmount, among other things, the following security:
- (a) a first-ranking mortgage on the Real Property dated August 22, 2022, securing the principal amount of \$6,500,000 with all interest, fees and costs secured thereby, as Instrument Number OC2527591 in the Land Registry Office for Ottawa-Carleton Land Registry (NO. 04) (the “**Mortgage**”). The Mortgage includes additional charge terms. A copy of the Acknowledgment and Direction signed by the Debtor authorizing the registration of the Mortgage and the GAR (as defined below) is attached hereto as **Exhibit “K”**;
 - (b) a first-ranking security interest in the undertaking of the Debtor and all the Debtor’s present and after acquired personal property pursuant to a general security agreement dated July 27, 2022 (the “**GSA**”). A copy of the GSA is attached hereto as **Exhibit “L”**;
 - (c) a general assignment of rents and leases (“**GAR**”) registered on title to the Real Property on the same date as the Mortgage as Instrument Number OC2527592. A copy of the GAR is attached hereto as **Exhibit “M”**;
 - (d) an assignment of funds dated July 27, 2022 (the “**Assignment of Funds**”), in favour of Hillmount, pursuant to which the Debtor assigned approximately \$434,000 to Hillmount to be held as an interest reserve and as additional security for the Loan. A copy of the Assignment of Funds is attached hereto as **Exhibit “N”**;

- (e) an assignment of agreements of purchase and sale dated July 27, 2022 (“**Assignment of APS**”) in favour of Hillmount, pursuant to which the Debtor assigned all of its rights, benefits and privileges under any agreements for the sale of lots in the Real Property, together with all deposits and sale proceeds, as additional security for the Loan. A copy of the Assignment of APS is attached hereto as **Exhibit “O”**; and
 - (f) an assignment of material project agreements dated July 27, 2022 (“**Assignment of MPA**”) in favour of Hillmount, pursuant to which the Debtor assigned all of its rights, title and interest in and to all material agreements, permits and approvals relating to the development of the Real Property, as additional security for the Loan. A copy of the Assignment of MPA is attached hereto as **Exhibit “P”**;
31. A personal guarantee (the “**Guarantee**”) was provided by Noel Perera, a director and officer of the Debtor, guaranteeing the present and future indebtedness and obligations of the Debtor to Hillmount pursuant to the Commitment Letter. A copy of the Guarantee is attached hereto as **Exhibit “Q”**.
32. Pursuant to the Mortgage and the GSA, Hillmount is entitled to appoint, or seek the appointment of, a receiver over the Property upon the Mortgage and the GSA becoming enforceable or the Loan becoming payable.
33. Hillmount’s security interest against the Debtor has been properly perfected by way of registration pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”). I am advised by Shurabi Srikaruna of Thornton Grout Finnigan LLP, Hillmount’s insolvency counsel herein, that based on the PPSA search results dated April 29, 2026 there is a

secured party with a registration against the Debtor that is prior in time to Hillmount's registrations, being Business Development Bank of Canada ("**BDC**") as described below. The PPSA search results also disclose subsequent registrations in favour of other secured parties, including 9523-5685 Quebec Inc. and 2250505 Ontario Inc. A copy of the PPSA search against the Debtor dated April 29, 2026 is attached hereto as **Exhibit "R"**.

34. In addition to Hillmount's security, the Debtor granted security in favour of BDC. Pursuant to a priority agreement dated August 17, 2022 between Hillmount and BDC (the "**Priority Agreement**"), BDC agreed to subordinate and postpone its security interest in the Debtor's present and after-acquired personal property in favour of the security held by Hillmount. A copy of the Priority Agreement is attached hereto as **Exhibit "S"**.

35. Hillmount has advised BDC of its intention to seek the appointment of a receiver over the unsold lots and has provided BDC with a copy of the proposed Receivership Order. BDC has indicated that it does not oppose the appointment of a receiver in respect of such property.

36. As of April 30, 2026 the Indebtedness under the Loan was \$6,635,216.37, with interest accruing each day thereafter, together with all Costs (as such term is defined in the Mortgage) incurred by Hillmount to date and to the date of payment and any other amounts secured by the Mortgage. No payments have been received by Hillmount since December 1, 2025.

IV. THE REAL PROPERTY

37. The Debtor is the registered owner of the Real Property, which is comprised of 26 lots that are legally described as the parcels listed in Exhibit "A", each being a separately

conveyable residential lot. A copy of the parcel search in respect of the Real Property was previously attached as Exhibit “C”.

38. I have been advised by Joseph Fried of Foglers LLP (“**Foglers**”), Hillmount’s real estate counsel, that the addresses listed in Exhibit “A” are on the same PINs listed in Exhibit “C”. The Real Property is a development site comprising approximately 29 acres, and I have been advised by Noel Perera of the Debtor that it is “permit-ready” for custom home development.
39. In or about 2021, Hillmount advanced a loan in the original principal amount of \$2,500,000 (the “**Cedarhill Loan**”) to Cedarhill Golf Enterprises Inc. and Onassa Corporation, as co-borrowers, which was secured by, among other things, a second mortgage registered against the Real Property and a second mortgage registered against the additional property owned by Cedarhill Golf Enterprises Inc. The Cedarhill Loan represented the initial lending relationship between Hillmount and the Debtor. The Cedarhill Loan is also currently in default. At this time, Hillmount is not seeking the appointment of a receiver over the property owned by Cedarhill Golf Enterprises Inc.
40. In or about 2022, the Debtor approached Hillmount seeking to refinance an existing first mortgage on the Real Property after the prior first mortgagee called its loan. Based on information provided by the Debtor at that time, Hillmount understood that the prior lender’s enforcement arose in circumstances similar to those at issue in this proceeding, namely the Debtor’s failure to complete sales of the lots.
41. In support of the requested refinancing, the Debtor provided, among other things, a proposed use of funds, including marketing initiatives, establishment of a sales office,

retention of sales personnel, and improvements to the Real Property. None of these steps have been meaningfully implemented since the loan was advanced by Hillmount.

42. The Debtor initially acquired a larger parcel of land and subdivided it into approximately 52 residential lots. I am advised by Noel Perera of the Debtor that approximately 26 of those lots were sold to individual homeowners and third-party builders prior to Hillmount's loan being made to the Debtor, with the remaining 26 lots being subject to Hillmount's Mortgage.
43. Despite the Property being fully serviced and permit-ready, the Debtor has failed to complete sales of the remaining lots.
44. The Debtor has repeatedly represented to Hillmount that lot sales were forthcoming and that the Loan would be repaid. These representations have not materialized.
45. The Ontario real estate market, particularly the new construction and residential development sector, has experienced significant challenges recently driven by increased interest rates, rising construction and development costs, and reduced buyer demand. Notwithstanding these broader market conditions, the Debtor repeatedly represented that it had secured refinancing and would repay the Loan, but failed to do so.

V. PATTERN OF DELAYS, EXCUSES AND UNFULFILLED PAYMENT ASSURANCES

46. The Debtor has, over an extended period, repeatedly provided explanations for its inability to meet its payment and repayment obligations, none of which have resulted in actual repayment of the Loan.

47. Throughout late 2024 and into 2026, the Debtor consistently attributed its failure to make required payments and paydowns to a variety of circumstances, including delays in receiving anticipated funds from third parties, international travel commitments, and difficulties associated with managing funds across jurisdictions. On multiple occasions, the Debtor advised that funds were expected imminently, only to later report that such funds had not been received.
48. The Debtor also advised that it had been the victim of fraud and identity theft, which it claimed affected its ability to maintain funds in accessible accounts and to process payments in a timely manner. Many reasons have been given over a very extended period of time, but at no time has the Debtor managed to bring the Loan into good standing or satisfy its payment obligations.
49. At various times, the Debtor further attributed delays to personal circumstances, including health issues and family matters, as well as ongoing involvement in foreign business projects. The Debtor repeatedly represented that these projects would generate substantial funds that would be used to repay Hillmount. However, no such funds have been received by Hillmount.
50. In addition, the Debtor repeatedly asserted that it had secured, or was in the process of securing, refinancing or third-party funding sufficient to repay the Loan. These representations included references to purported commitments, anticipated closings, and expected funding dates. Despite these repeated assurances, the Debtor failed to provide satisfactory evidence of binding financing and did not complete any such refinancing.

51. Despite these repeated explanations, assurances, and requests for additional time, the Debtor has not repaid the Loan, has not cured its defaults, and has not demonstrated a reliable or viable source of repayment.

VI. BORROWER'S ONGOING DEFAULTS AND FAILED EFFORTS TO REPAY OR REFINANCE

52. Beginning in September 2025, the Debtor repeatedly advised that it had secured refinancing and would repay the Loan by September 30, 2025. Despite these representations, the Debtor failed to provide satisfactory evidence of such financing, failed to make required payments, and did not complete the anticipated payout. In response, Hillmount advised that the Loan had matured and was in default and required the Debtor to enter into an extension while continuing to seek confirmation of repayment, which was not forthcoming.

53. On October 27, 2025, the Debtor provided Hillmount with a conditional commitment from a third-party lender, Safe Harbour Global Capital ("**Safe Harbour**"), in the amount of approximately \$10,800,000 dated October 23, 2025, (the "**Refinancing Commitment**"), which referred to repayment of the Hillmount's mortgages. The Refinancing Commitment proposed that Safe Harbour would advance funds on December 19, 2025, at which time Hillmount would be paid out in full.

54. On December 18, 2025, the Debtor advised that the anticipated refinancing would not close on December 19, 2025 as previously expected, and requested until January 30, 2026 to complete such refinancing.

55. On December 19, 2025, Hillmount requested confirmation that the refinancing remained in place and required written confirmation from Safe Harbour extending the closing date, noting that the Loan had been expected to be repaid prior to the calendar year-end.
56. The Debtor provided correspondence from Safe Harbour dated December 19, 2026, confirming that Safe Harbour will be advancing funds to pay out Hillmount on or before January 30, 2026.
57. Despite the Debtor's repeated representations that refinancing was imminent and that the Loan would be repaid, the Debtor failed to complete the refinancing or repay the Loan.
58. Attached as **Exhibit "T"** are copies of the email correspondence between Hillmount and the Debtor, described in paragraphs 52 to 57 above.
59. In late December 2025 and January 2026, the Debtor requested a delay of its January 1, 2026 mortgage payments and represented that refinancing proceeds would be used to fully repay the Mortgage by February 27, 2026. Hillmount granted a short extension of time to facilitate such repayment and continued to request payments and updates, noting that the Debtor remained in arrears and that the Mortgage was approaching maturity. Despite these representations, the Debtor did not make the required payments and sought to revise the proposed repayment structure. Attached as **Exhibit "U"** are copies of the email correspondence between Hillmount and the Debtor, described above.
60. On February 10, 2026, the Debtor advised that Safe Harbour had further extended the funding date to February 16, 2026. A copy of February 10, 2026 correspondence between Hillmount and the Debtor, with attachments, are attached as **Exhibit "V"**.

61. On February 16, 2026, the Debtor emailed Hillmount and provided a letter from Safe Harbour dated February 13, 2026, which provided an updated funding timeline, indicating that the proposed funding of \$2,900,000 would be closing on February 24, 2026 for repayment of the Cedarhill Loan and a second tranche in the amount of \$8,500,000 would be available March 16, 2026 for repayment of the outstanding amount owed by the Debtor. A copy of February 16, 2026 correspondence between Hillmount and the Debtor, with attachments, are attached as **Exhibit “W”**.
62. On April 6, 2026, the Debtor advised that it had not yet been able to repay Hillmount as previously advised but continued to express confidence that repayment would occur based on expected funding and future cash flow from other projects. The Debtor indicated that it was awaiting funds and would provide payment to Hillmount once such funds were received, but did not provide any firm timeline for repayment. A copy of the April 6, 2026 correspondence between Hillmount and the Debtor is attached as **Exhibit “X”**.
63. On or about April 20, 2026, the Debtor again advised Hillmount that it was awaiting funding from Safe Harbour and provided a further update letter dated April 17, 2026. The letter did not constitute a binding commitment or confirmation of funding, but rather, indicated that Safe Harbour was “very close” to obtaining clearance of funds and expected that a first tranche might be released within approximately 10 days, with a stated goal of completing such funding before the end of April 2026. A copy of this correspondence between Hillmount and the Debtor, and attachments, are attached hereto as **Exhibit “Y”**.
64. In the same communication, the Debtor advised that it was pursuing alternative refinancing arrangements with other prospective lenders and was also expecting funds from unrelated

sources. Despite these representations, no refinancing has been completed and no funds have been advanced to repay the indebtedness owing to Hillmount.

VII. DEFAULTS UNDER MORTGAGE

65. The Debtor has committed numerous defaults under the Loan and the Mortgage. These defaults include, but are not limited to (the “**Defaults**”):

- (a) failing to meet the mandatory paydown and sales milestones imposed under the Renewal, the breach of which constitutes a default under the Mortgage;
- (b) failing to make required interest payments as they became due under the Loan;
- (c) failing to reduce the principal balance of the Loan as required, which remains outstanding in the full amount of approximately \$6,000,000;
- (d) permitting a subsequent mortgage in favour of 9523-5685 Quebec Inc. in the amount of \$817,500 to be registered against title to the Real Property without the consent of Hillmount, contrary to the terms of the Loan and Mortgage prohibiting subsequent financing or encumbrances;
- (e) failing to cure its defaults despite the Lender granting multiple extensions of the Loan; and
- (f) failing to repay the Mortgage upon its maturity on February 1, 2026 or following the issuance of a Demand and BIA Notice.

66. As a result of the Defaults relating to arrears under the Mortgage, Hillmount delivered a demand for payment to the Debtor on February 12, 2026 (the “**Demand**”) demanding payment of, amongst other things, the principal balance, interest, and fees in the amount of \$6,379,131.33. A copy of the Demand is attached hereto as **Exhibit “Z”**.

67. A Notice of Intention to Enforce Security pursuant to section 244(1) of the BIA (“**NIES**”) was also delivered to the Debtor on February 12, 2026, in respect of the Mortgage, GSA, GAR, Assignment of Funds, Assignment of APS and Assignment of MPA. A copy of the NIES is attached hereto as **Exhibit “AA”**.
68. All relevant notice periods under the Demand and NIES have expired, with no payment having been made by the Debtor.

VIII. NECESSITY FOR THE APPOINTMENT OF A RECEIVER

69. Hillmount has made extensive efforts to work with the Debtor, including granting amendments, renewals, and extensions, and allowing the Debtor additional time to sell the lots and repay the Loan.
70. These efforts have been unsuccessful.
71. The Debtor has demonstrated an inability or unwillingness to service the debt, complete lot sales, or refinance the Property.
72. In the circumstances, the appointment of a receiver over the Debtor is necessary and appropriate for the following reasons:
- (a) the Mortgage and GSA expressly provide for the appointment of a receiver upon default;
 - (b) the Debtor is in default of its obligations to Hillmount;
 - (c) the Mortgage has matured without repayment by the Debtor to Hillmount;
 - (d) notwithstanding the issuance of the Demand and the BIA Notice, the Debtor has failed to repay the Indebtedness;

- (e) the Debtor has failed to complete the sale of lots milestones in any material way, or to take the steps necessary to ensure that they are actively marketed and sold;
 - (f) all applicable notice periods have expired;
 - (g) a sale of the unsold lots undertaken by a Receiver is in the best interests of the Debtor's stakeholders including Hillmount;
 - (h) the proposed Receiver is experienced in Canadian insolvency proceedings, including with respect to real property and real estate developments;
 - (i) the proposed Receiver would report to the court and all stakeholders to ensure transparency and a robust sale process; and
 - (j) it is just and convenient to appoint the Receiver.
73. Hillmount proposes that TDB (as defined above) be appointed by the Court as Receiver over the Property of the Debtor.
74. TDB is prepared to act as the Receiver if appointed in accordance with the terms of the draft Receivership Order. I am advised by Bryan Tannenbaum of TDB, that he is a "licensed trustee" as such term is defined in the BIA and that he and TDB have extensive experience in Canadian insolvency proceedings, including real-estate developments and residential projects. A copy of TDB's consent to act as the Receiver is attached hereto as **Exhibit "BB"**.
75. Hillmount is prepared to provide interim financing to the Receiver in the form of Receiver's Certificates, as and when required, as contemplated in the draft Receivership Order, subject to being satisfied as to the funding requirements from time to time.

76. The Receivership Order sought by Hillmount provides for the retention of independent counsel by the Receiver to address any issue or matter where there may be an actual or perceived conflict with Hillmount that may arise. In all other situations the draft Order provides authorization for the Receiver to use Hillmount's counsel, as a matter of cost efficiency.

IX. PROPOSED SALE PROCESS FOR THE REAL PROPERTY

77. Given that the Real Property is comprised of 26 individual residential lots, each of which is separately conveyable, the Receiver will be required to complete multiple sale transactions in order to realize upon the Property.

78. Requiring the Receiver to seek Court approval and obtain a separate approval and vesting order in respect of each individual lot sale could result in unnecessary delay, increased professional costs, and a corresponding reduction in the net proceeds available for distribution to stakeholders. This is particularly so given that each lot will likely be marketed and sold individually in the ordinary course.

79. I am advised by D.J. Miller of Thornton Grout Finnigan LLP, Hillmount's insolvency counsel, and by Bryan Tannenbaum of TDB, the proposed Receiver, that in real estate receivership proceedings involving multiple individually saleable units, permitting the receiver to complete routine sale transactions without the need to return to Court for each transaction, while maintaining appropriate safeguards and transparency, balances efficacy and costs.

80. Hillmount therefore proposes that the Receivership Order in this proceeding include authorization for the Receiver to complete sales of individual lots forming part of the Real

Property (each, a “**Permitted Transaction**”) without separate Court approval being obtained each time, provided that such sales are conducted by the Receiver in accordance with commercially reasonable marketing practices and at prices reflective of market value, as determined by the Receiver with input from real estate brokers.

81. To ensure transparency and fairness to stakeholders, it is proposed that:
 - (a) the Receiver establish and maintain listing prices for each lot based on its assessment of current market value, informed by comparable sales and market analysis. This list of the lots and listing prices would be filed with the Court upon the first such sale transaction being undertaken, with a motion brought before the Court using the proposed form of Approval and Vesting Order;
 - (b) the Receiver be authorized to complete sales at or above a specified percentage of such listing price (for example, not less than 85% of the listing price), without further Court approval; and
 - (c) any proposed sale below such threshold, or otherwise outside the parameters of a Permitted Transaction, would require further approval of this Court on notice to the service list.

82. In connection with each Permitted Transaction, the Receiver would complete a pre-approved form of approval and vesting order identifying, among other things, the purchaser, the applicable legal description of the lot, and the encumbrances to be deleted from title, and would file a certificate confirming the material terms of the transaction, following which the vesting order may be issued administratively (over the counter) by the relevant Court office.

83. All completed vesting orders would be served on the service list following issuance, ensuring that stakeholders remain informed of all sale transactions.

84. In my view, the proposed structure appropriately balances efficiency with oversight, avoids the unnecessary depletion of the estate through repeated motions, and is expected to maximize recoveries for the benefit of stakeholders.

X. CONCLUSION

85. I make this affidavit in support of the application brought by Hillmount for the proposed Receivership Order and for no other or improper purpose.

AFFIRMED before me, by **ITZHAK (YITZ) LEVINSON**, in the City of Toronto in the Province of Ontario this 13th day of May, 2026 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits
(or as may be)



ITZHAK (YITZ) LEVINSON

This is Exhibit "A" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

PROPERTY DESCRIPTION

PIN No. 04631-0429 (LT)

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 106 Onassa Circle, Ottawa Ontario

PIN No. 06431-0430 (LT)

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 112 Onassa Circle, Ottawa Ontario

PIN No. 04631-0431 (LT)

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 118 Onassa Circle, Ottawa Ontario

PIN No. 04631-0432 (LT)

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 124 Onassa Circle, Ottawa Ontario

PIN No. 04631-0434 (LT)

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 136 Onassa Circle, Ottawa Ontario

PIN No. 04631-0435 (LT)

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 142 Onassa Circle, Ottawa Ontario

PIN No. 04631-0436 (LT)

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 148 Onassa Circle, Ottawa Ontario

PIN No. 04631-0437 (LT)

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 154 Onassa Circle, Ottawa Ontario

PIN No. 04631-0438 (LT)

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 105 Onassa Circle, Ottawa Ontario

PIN NO. 04631-0439 (LT)

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 111 Onassa Circle, Ottawa Ontario

PIN No. 04631-0440 (LT)

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 117 Onassa Circle, Ottawa Ontario

PIN No. 04631-0441 (LT)

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 238 Onassa Circle, Ottawa Ontario

PIN No. 04631-0442 (LT)

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Municipally known as 244 Onassa Circle, Ottawa Ontario

PIN No. 04631-0449 (LT)

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Municipally known as 1A Cedarhill Drive, Ottawa Ontario

PIN No. 04631-0450 (LT)

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Municipally known as 1B Cedarhill Drive, Ottawa Ontario

PIN No. 04631-0469 (LT)

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 160 Onassa Circle, Ottawa Ontario

PIN No. 04631-0470 (LT)

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 301 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0471 (LT)

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 307 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0472 (LT)

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 312 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0473 (LT)

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 306 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0474 (LT)

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 300 Nelson Mandela Court, Ottawa Ontario

PIN No. 04631-0475 (LT)

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 226 Onassa Circle (city calls it 226 Nelson Mandela Court), Ottawa Ontario

PIN No. 04631-0476 (LT)

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Municipally known as 232 Onassa Circle, Ottawa Ontario

PIN No. 04631-0500 (LT)

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 118 Renoir Court, Ottawa Ontario

PIN No. 04631-0501 (LT)

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 112 Renoir Court, Ottawa Ontario

PIN No. 04631-0502 (LT)

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Municipally known as 106 Renoir Court, Ottawa Ontario

This is Exhibit "B" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K



Profile Report

ONASSA CORPORATION as of April 21, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	ONASSA CORPORATION
Ontario Corporation Number (OCN)	1770110
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	May 29, 2008
Registered or Head Office Address	2880 Sheffield Road, Unit 3, Ottawa, Ontario, K1B1A4, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors 1
Maximum Number of Directors 5

Active Director(s)

Name NOEL PERERA
Address for Service 1406 Duford Drive, Orleans, Ontario, K1E 3G6, Canada
Resident Canadian Yes
Date Began May 29, 2008

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	NOEL PERERA
Position	President
Address for Service	1406 Duford Drive, Orleans, Ontario, K1E 3G6, Canada
Date Began	May 29, 2008

Name	NOEL PERERA
Position	Secretary
Address for Service	1406 Duford Drive, Orleans, Ontario, K1E 3G6, Canada
Date Began	May 29, 2008

Name	NOEL PERERA
Position	Treasurer
Address for Service	1406 Duford Drive, Orleans, Ontario, K1E 3G6, Canada
Date Began	May 29, 2008

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.

Corporate Name History

Name

ONASSA CORPORATION

Effective Date

May 29, 2008

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.

Amalgamating Corporations

Corporation Name
Ontario Corporation Number

1110817 ONTARIO INC.
1110817

Corporation Name
Ontario Corporation Number

ONASSA CORPORATION
3016955

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 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 - 2024 PAF: KRISTA LOUISE ROBINS WILSON	January 06, 2026
Annual Return - 2023 PAF: KRISTA LOUISE ROBINS WILSON	January 06, 2026
Annual Return - 2022 PAF: KRISTA LOUISE ROBINS WILSON	January 06, 2026
Annual Return - 2021 PAF: KRISTA LOUISE ROBINS WILSON	January 06, 2026
Annual Return - 2020 PAF: KRISTA LOUISE ROBINS WILSON	January 06, 2026
CIA - Notice of Change PAF: NOEL PERERA	January 06, 2026
Annual Return - 2019 PAF: NOEL PERERA - DIRECTOR	April 05, 2020
Annual Return - 2018 PAF: NOEL PERERA - DIRECTOR	July 21, 2019
Annual Return - 2017 PAF: NOEL PERERA - DIRECTOR	September 24, 2017
Annual Return - 2016 PAF: NOEL PERERA - DIRECTOR	July 30, 2017
Annual Return - 2015 PAF: NOEL PERERA - DIRECTOR	August 09, 2016
Annual Return - 2014 PAF: NOEL PERERA - DIRECTOR	November 29, 2014
Annual Return - 2013 PAF: NOEL PERERA - DIRECTOR	April 04, 2014

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 - 2012 PAF: NOEL PERERA - DIRECTOR	May 11, 2013
Annual Return - 2009 PAF: NOEL PERERA - DIRECTOR	October 01, 2011
Annual Return - 2010 PAF: NOEL PERERA - DIRECTOR	October 01, 2011
Annual Return - 2011 PAF: NOEL PERERA - DIRECTOR	October 01, 2011
CIA - Initial Return PAF: P. THOMAS TAGGART - OTHER	July 03, 2008
BCA - Articles of Amalgamation	May 29, 2008

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

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.

This is Exhibit "C" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

LAND
REGISTRY
OFFICE #4

04631-0429 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:44:25

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

PROPERTY DESCRIPTION: LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

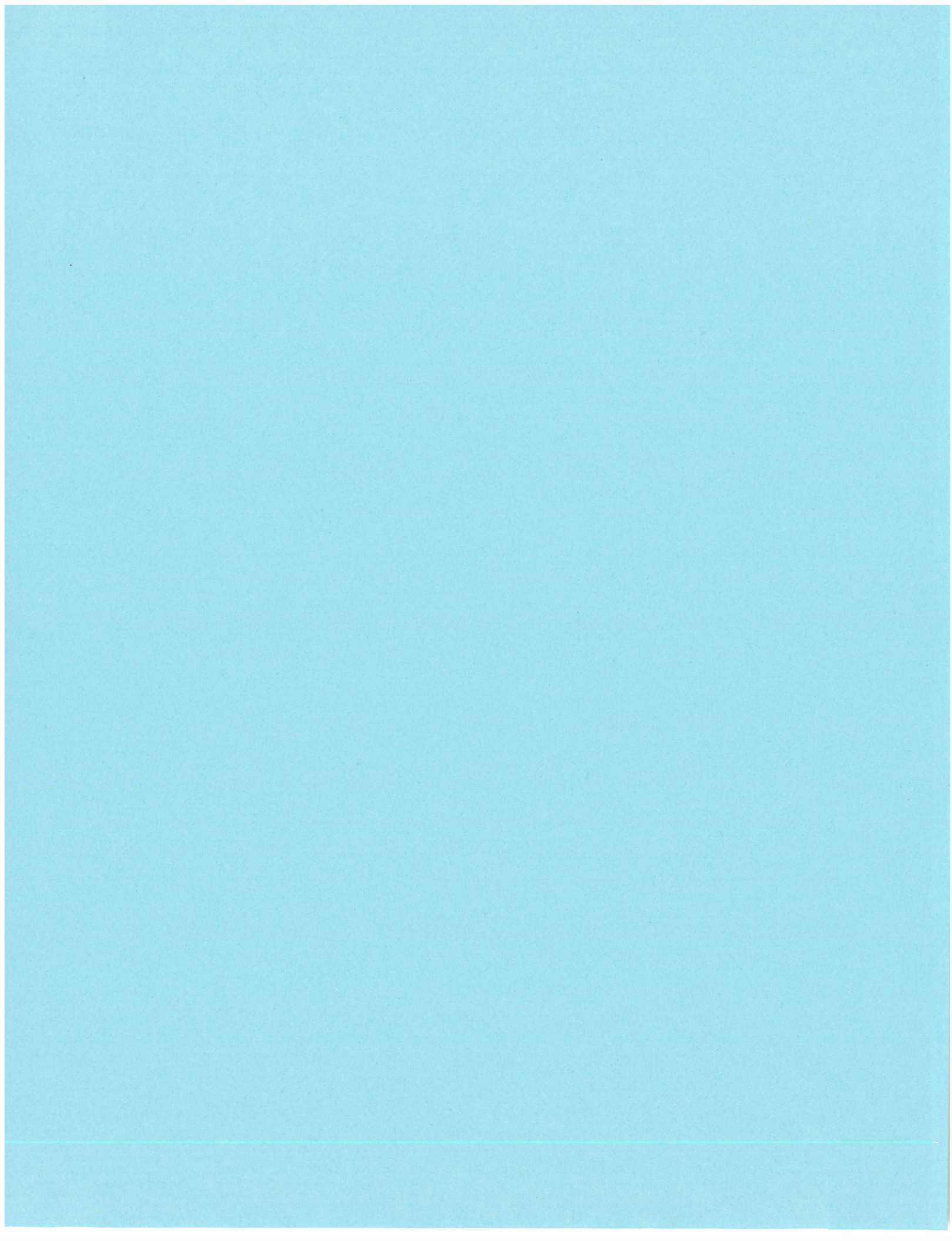
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



LAND
REGISTRY
OFFICE #4

04631-0430 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:45:02

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

PROPERTY DESCRIPTION: LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

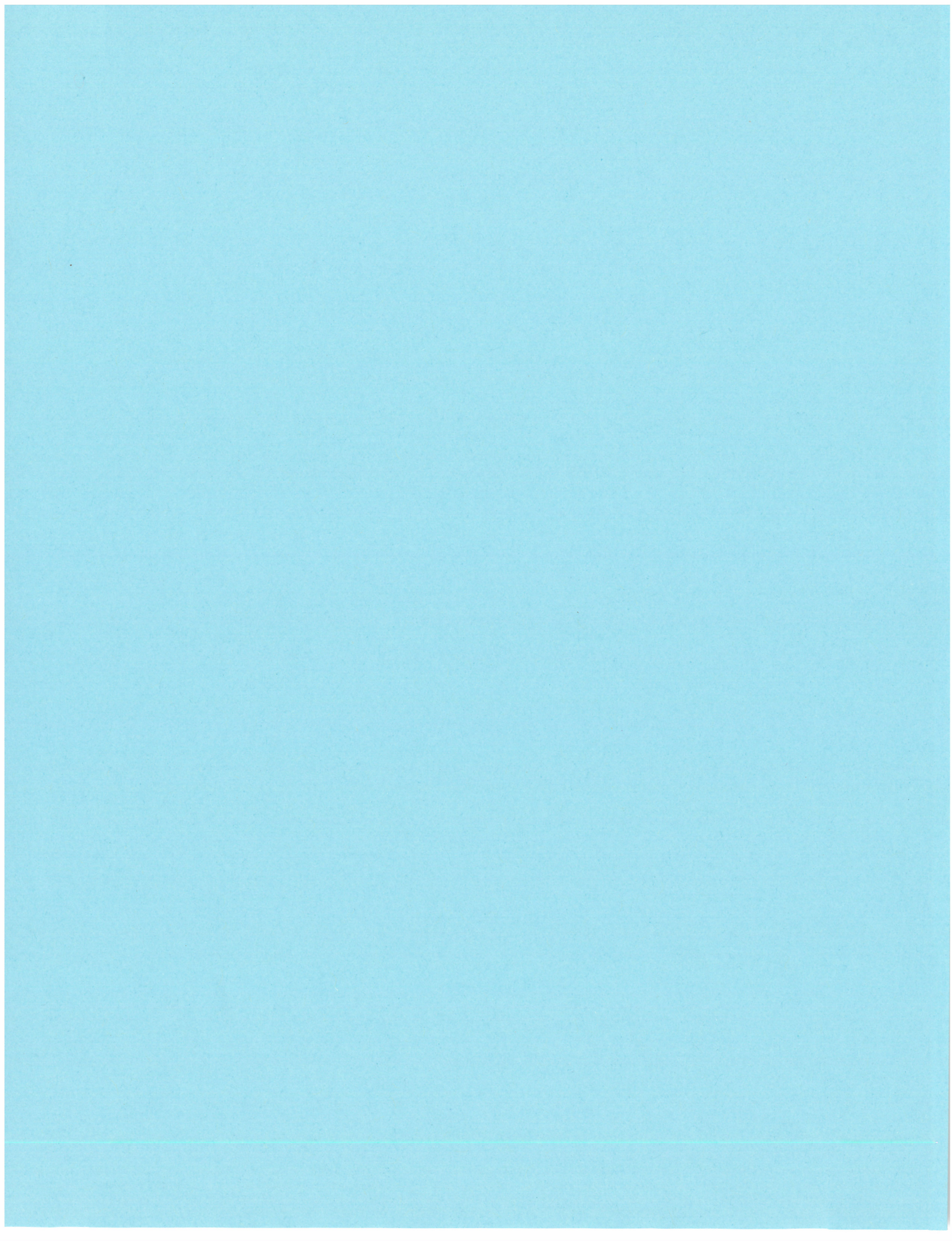
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



LAND
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04631-0431 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:45:27

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

PROPERTY DESCRIPTION: LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS N OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

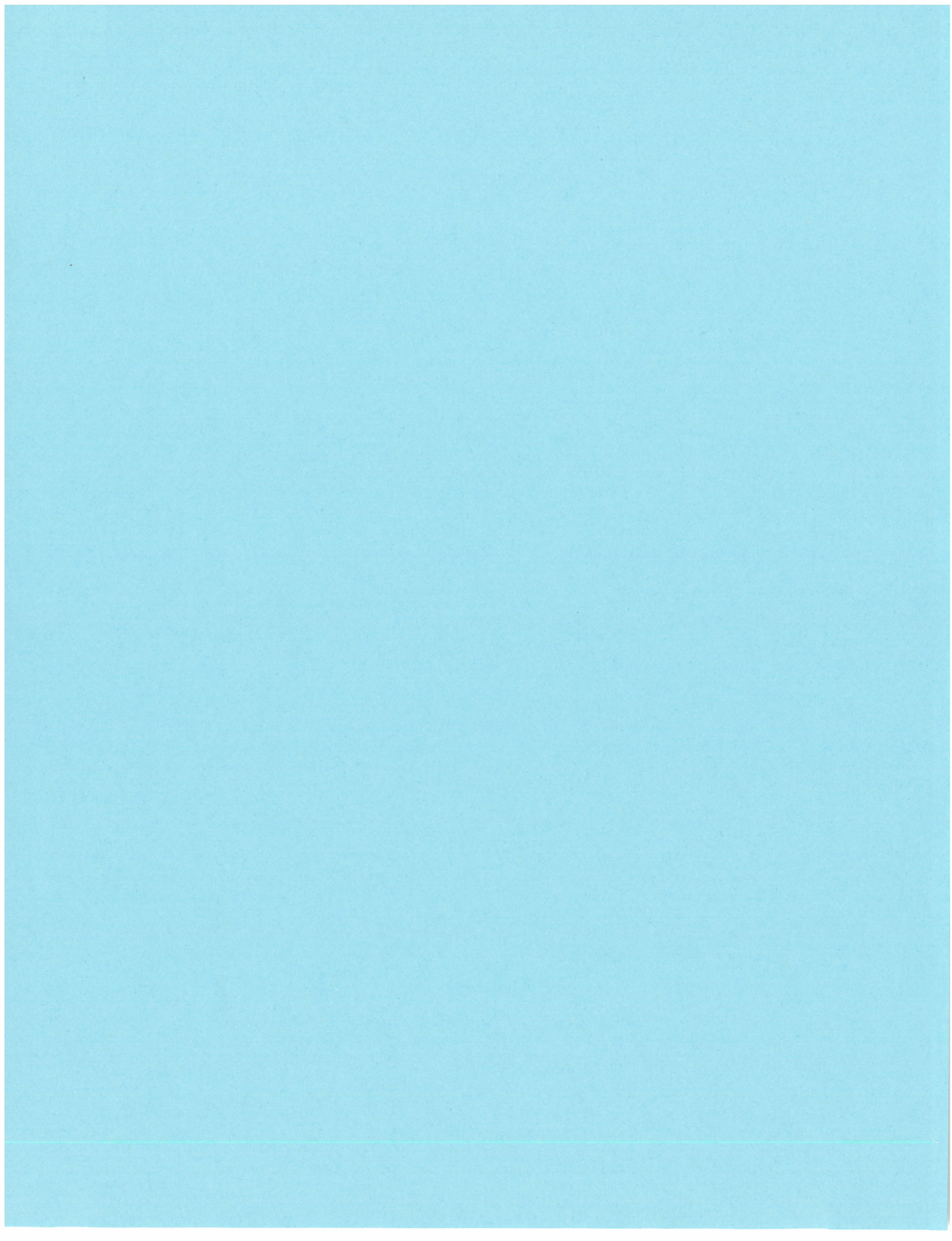
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



LAND
REGISTRY
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04631-0432 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:45:48

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

PROPERTY DESCRIPTION: LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1448688	2013/01/25	POSTPONEMENT		THE CANADA TRUST COMPANY KAYWAY ENTERPRISES INC.	HYDRO OTTAWA LIMITED	C
		REMARKS: OC816710 TO OC1448684				
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

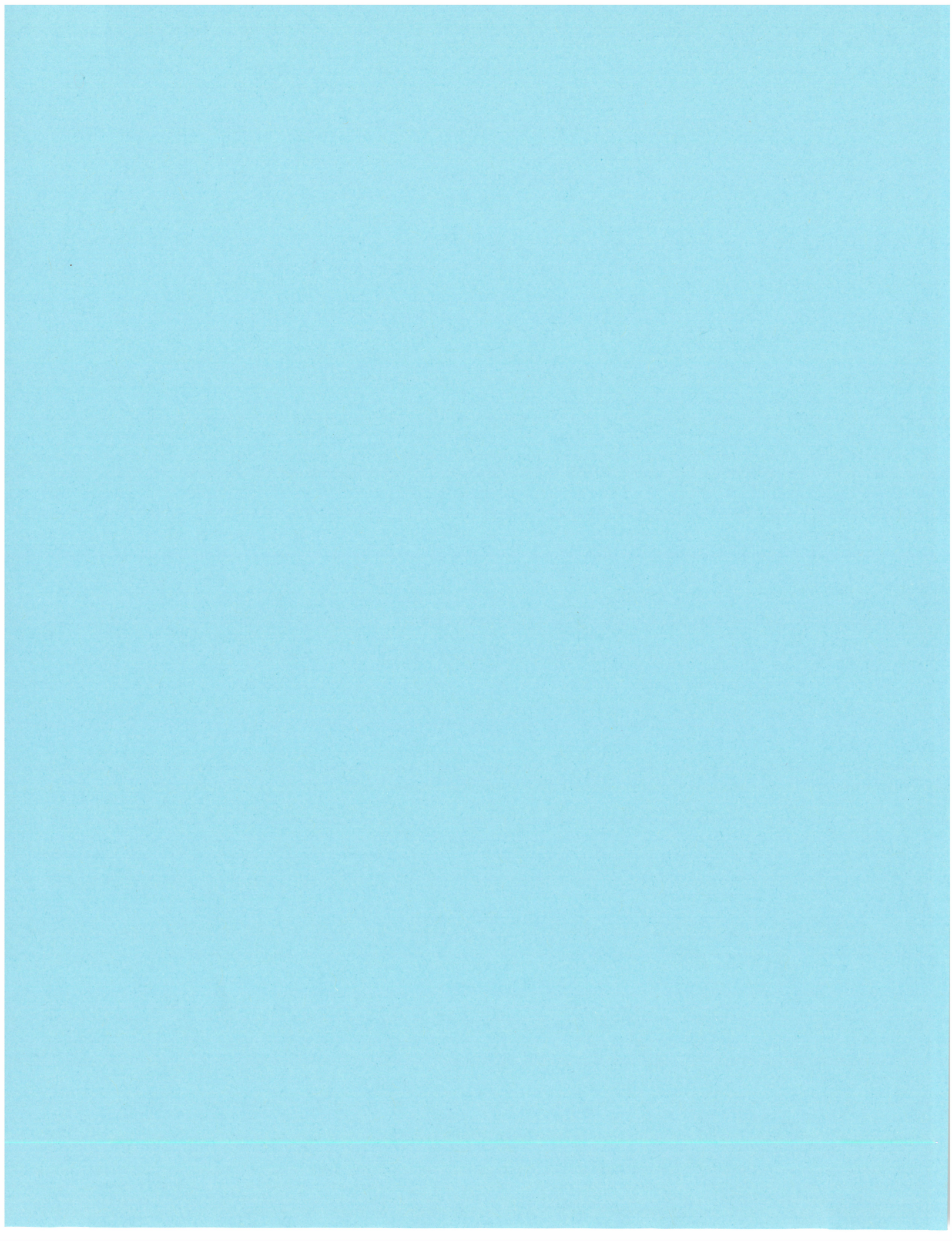
LAND
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04631-0432 (LT)

* 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
OC2311487	2021/02/05	NO ASSGN RENT GEN		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				

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
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04631-0434 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:46:09

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

PROPERTY DESCRIPTION: LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

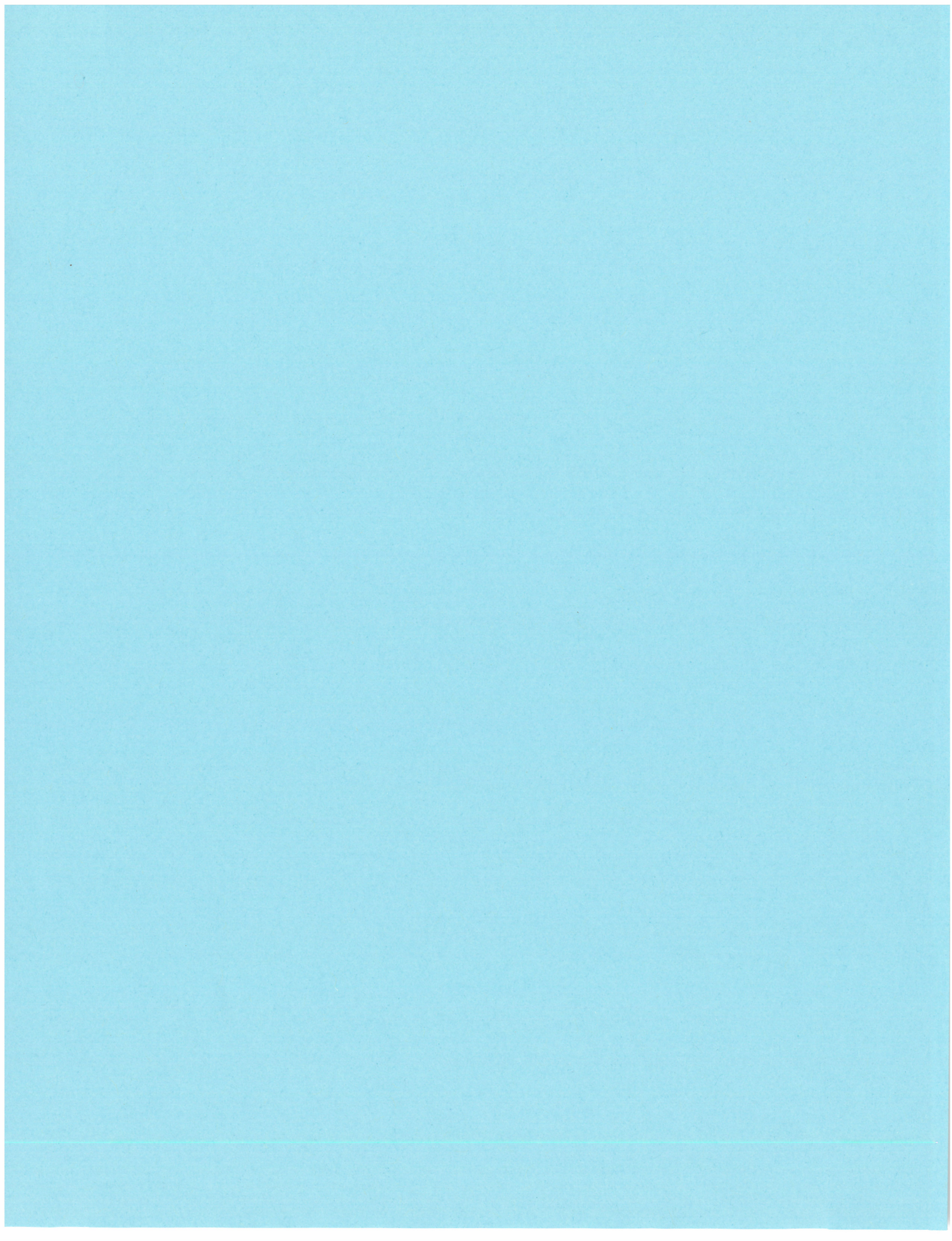
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



LAND
REGISTRY
OFFICE #4

04631-0435 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:46:33

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

PROPERTY DESCRIPTION: LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444544	2013/01/11	POSTPONEMENT		CAREVEST CAPITAL INC.	CITY OF OTTAWA	C
		REMARKS: OC783224 TO OC1444542 DISCHARGED BY OC1646751 DELETED JUNE 24, 2016 BY DMATTIS				
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

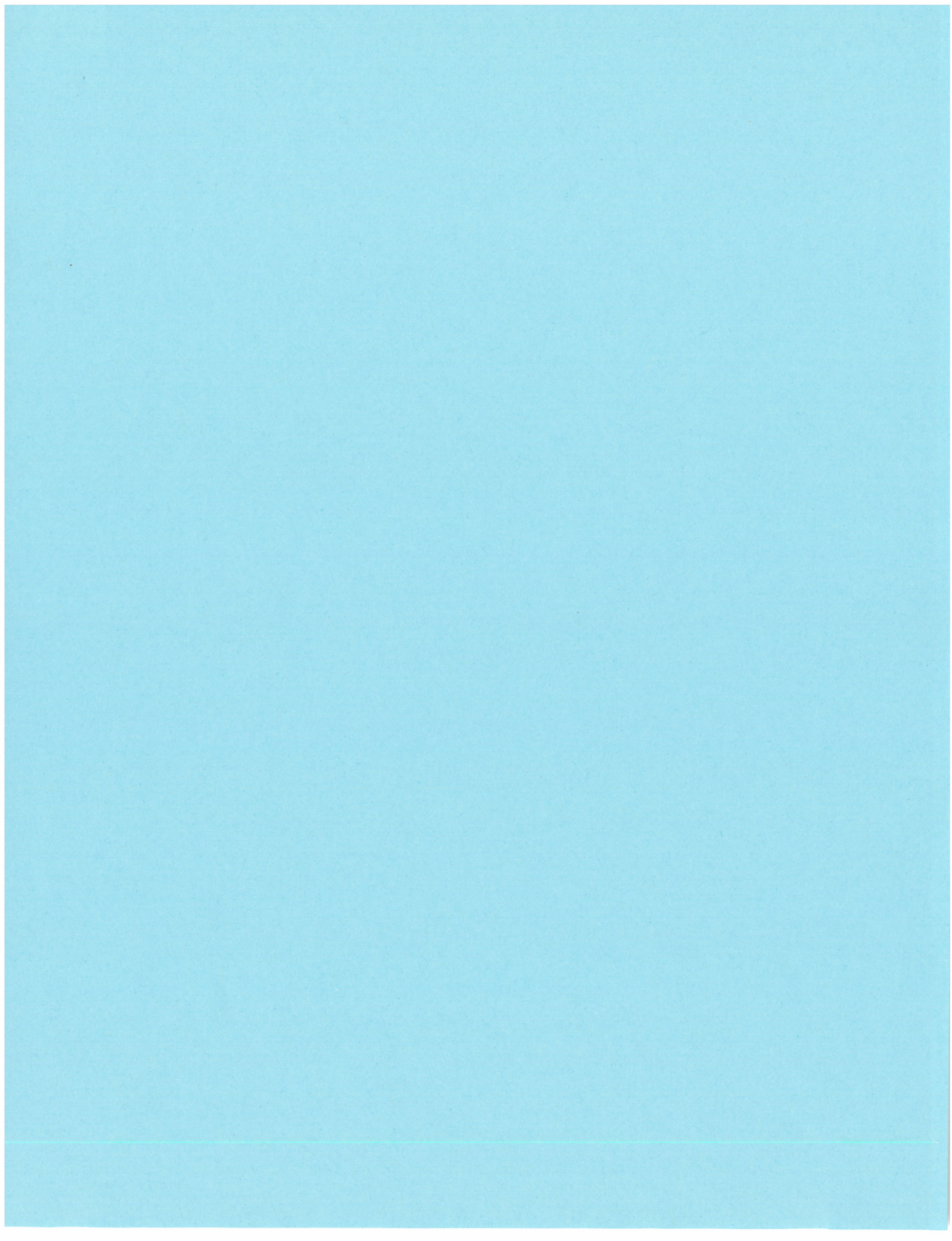
LAND
 REGISTRY
 OFFICE #4

04631-0435 (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
OC2311487	2021/02/05	NO ASSGN RENT GEN <i>REMARKS: OC2311486</i>		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN <i>REMARKS: OC2527591</i>		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527604	2022/08/22	POSTPONEMENT <i>REMARKS: OC2311486 TO OC2311487</i>		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN <i>REMARKS: OC2856670</i>		ONASSA CORPORATION	9523-5685 QUEBEC 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.



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REGISTRY
OFFICE #4

04631-0436 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:46:55

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

PROPERTY DESCRIPTION: LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

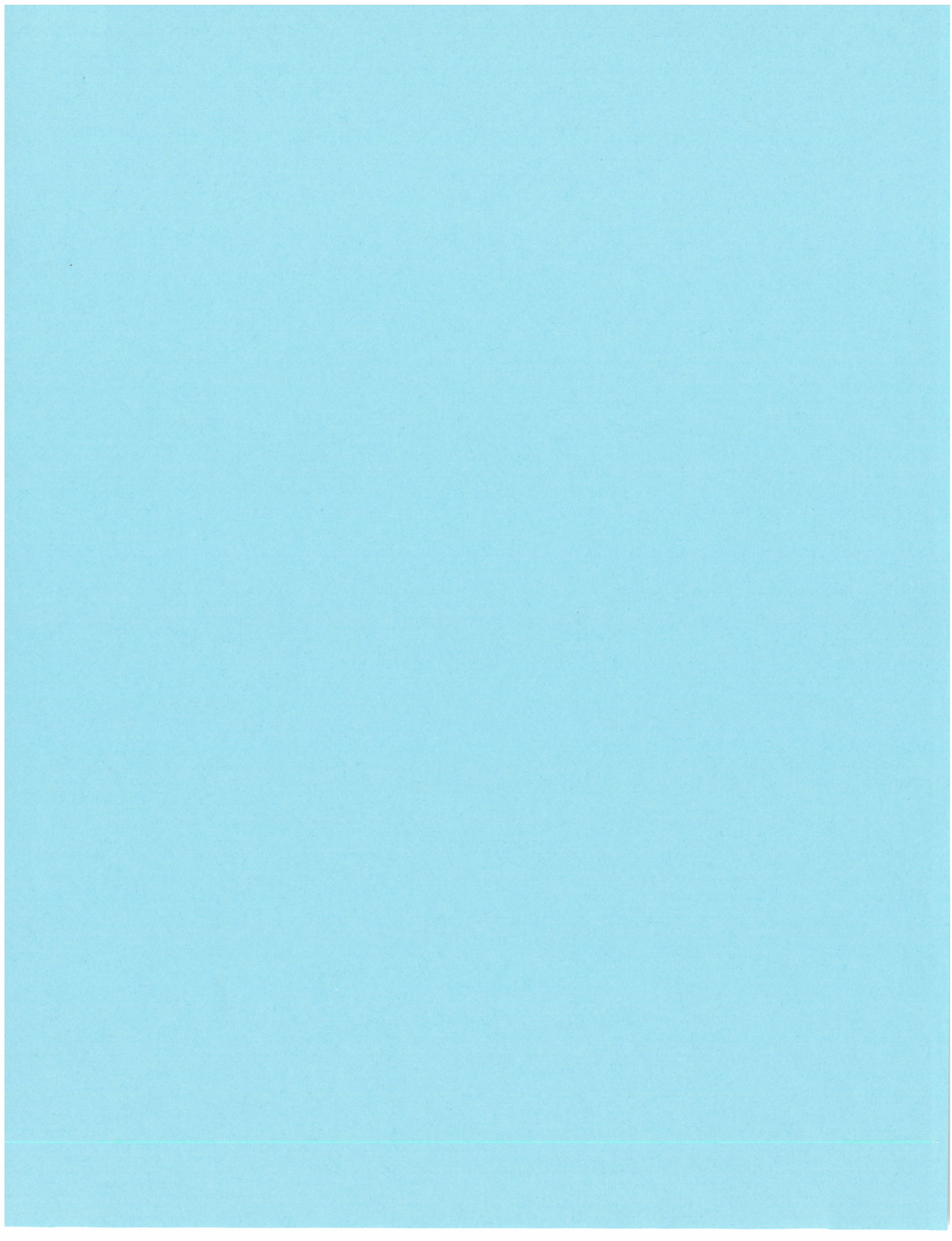
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



LAND
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04631-0437 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:47:18

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

PROPERTY DESCRIPTION: LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

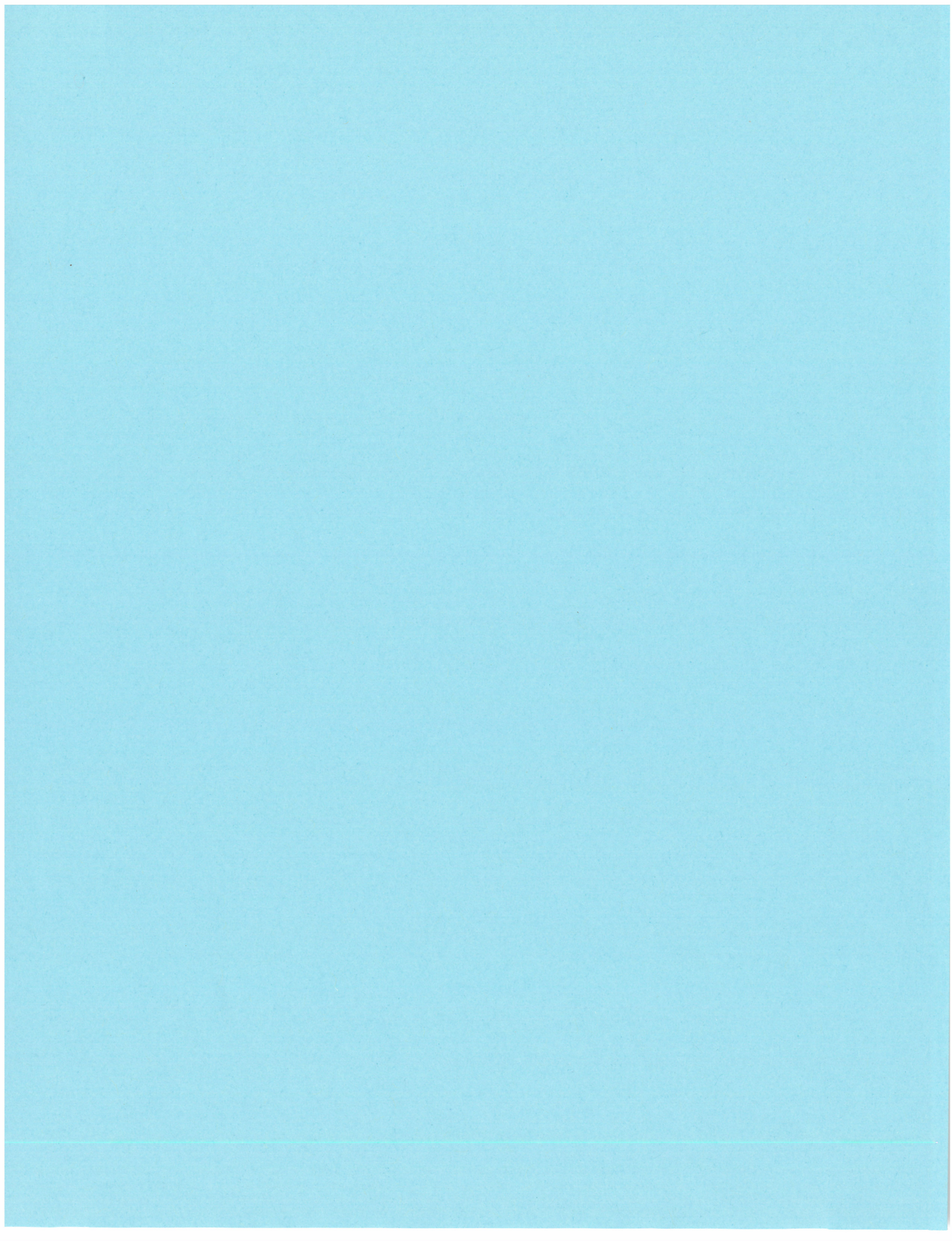
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



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04631-0438 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:47:47

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

PROPERTY DESCRIPTION:

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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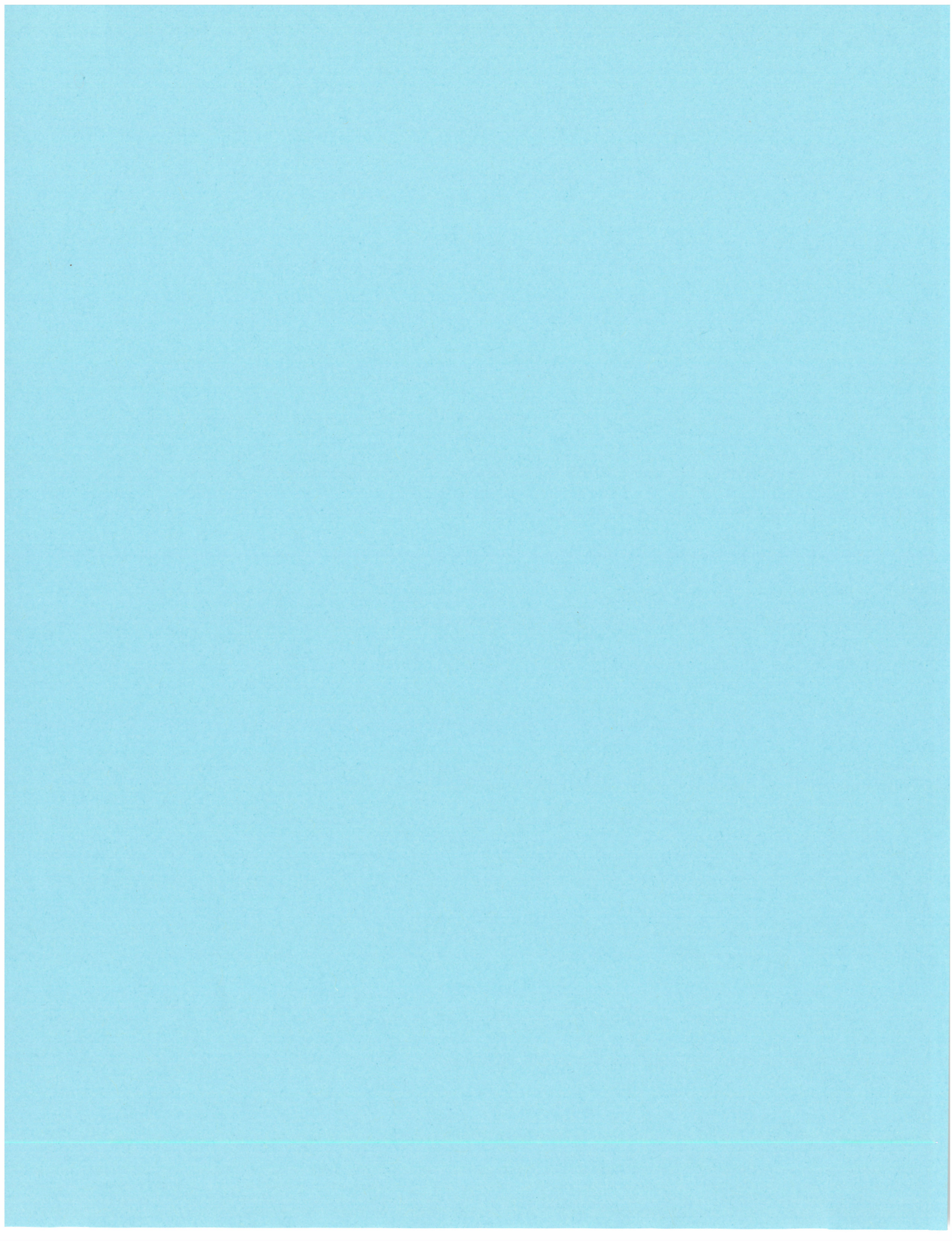
LAND
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04631-0438 (LT)

* 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
OC2311487	2021/02/05	NO ASSGN RENT GEN <i>REMARKS: OC2311486</i>		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN <i>REMARKS: OC2527591</i>		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527604	2022/08/22	POSTPONEMENT <i>REMARKS: OC2311486 TO OC2311487</i>		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN <i>REMARKS: OC2856670</i>		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0439 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:48:11

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

PROPERTY DESCRIPTION:

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

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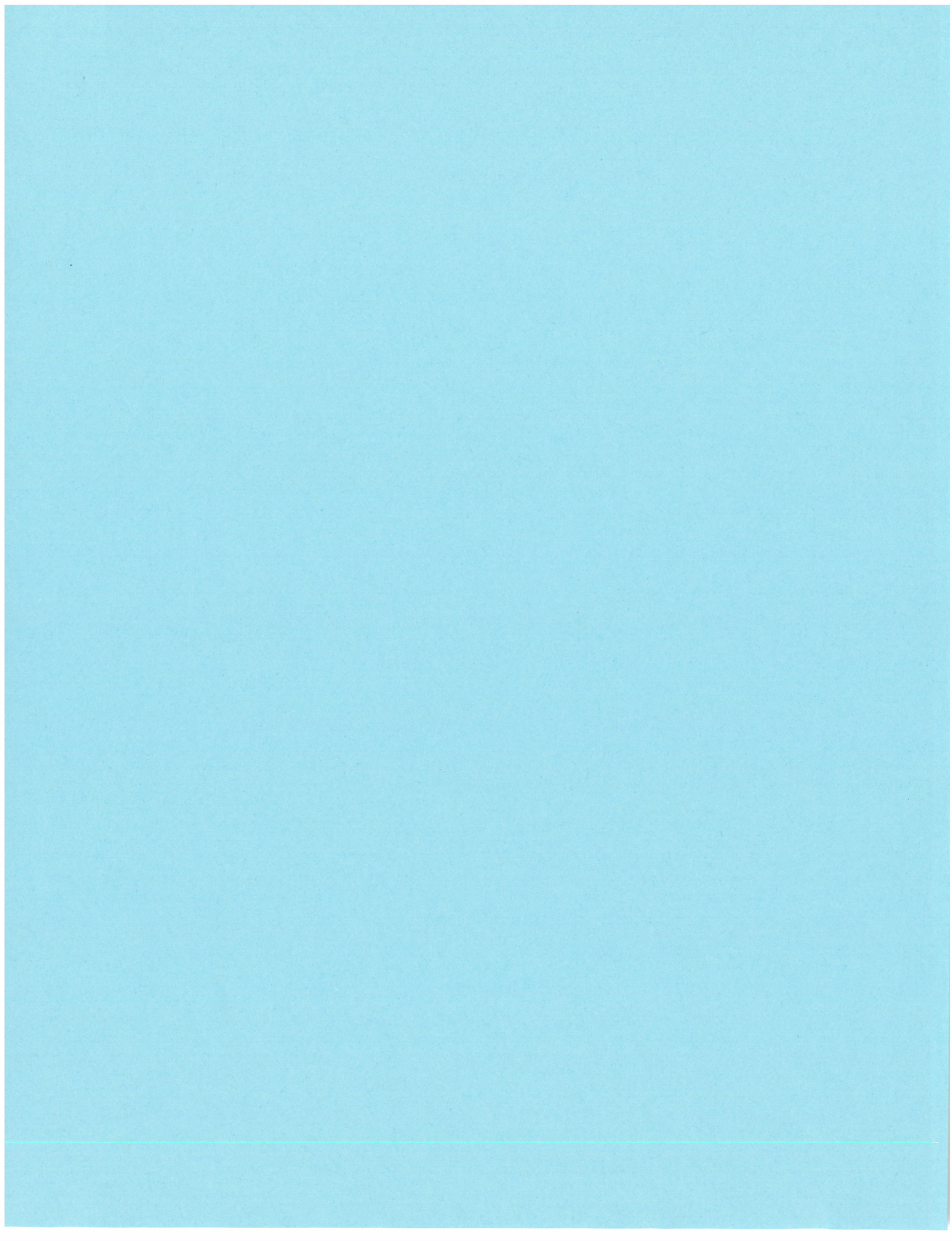
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04631-0439 (LT)

* 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
OC2311487	2021/02/05	NO ASSGN RENT GEN <i>REMARKS: OC2311486</i>		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN <i>REMARKS: OC2527591</i>		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527604	2022/08/22	POSTPONEMENT <i>REMARKS: OC2311486 TO OC2311487</i>		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN <i>REMARKS: OC2856670</i>		ONASSA CORPORATION	9523-5685 QUEBEC 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.



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04631-0440 (LT)

PAGE 1 OF 2
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ON 2026/05/08 AT 15:48:36

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

PROPERTY DESCRIPTION: LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

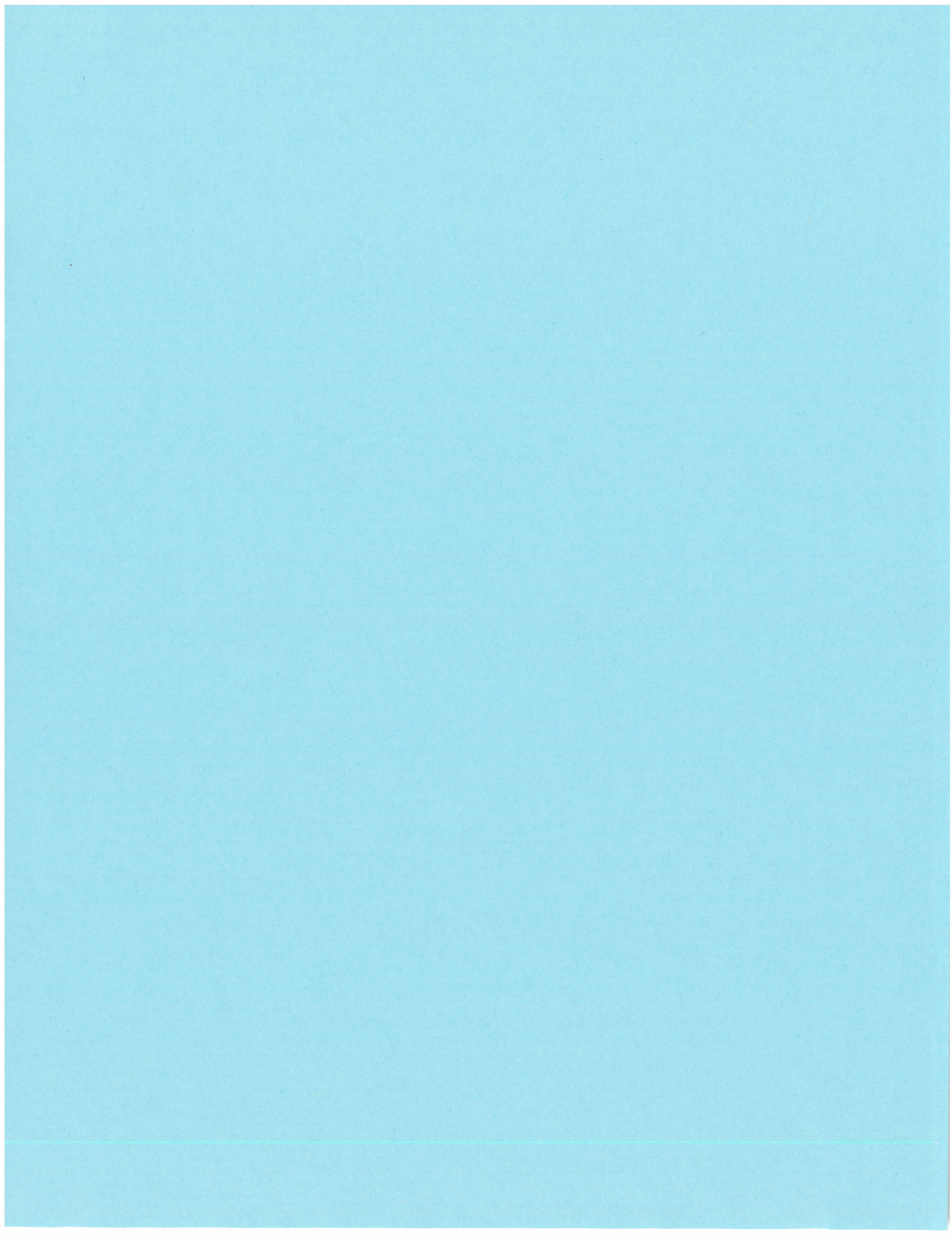
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



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04631-0441 (LT)

PAGE 1 OF 2
PREPARED FOR fli00001
ON 2026/05/08 AT 15:49:00

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

PROPERTY DESCRIPTION: LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444537	2013/01/11	POSTPONEMENT		CAREVEST CAPITAL INC.	CITY OF OTTAWA	C
		REMARKS: OC1433484 TO OC1444536				
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

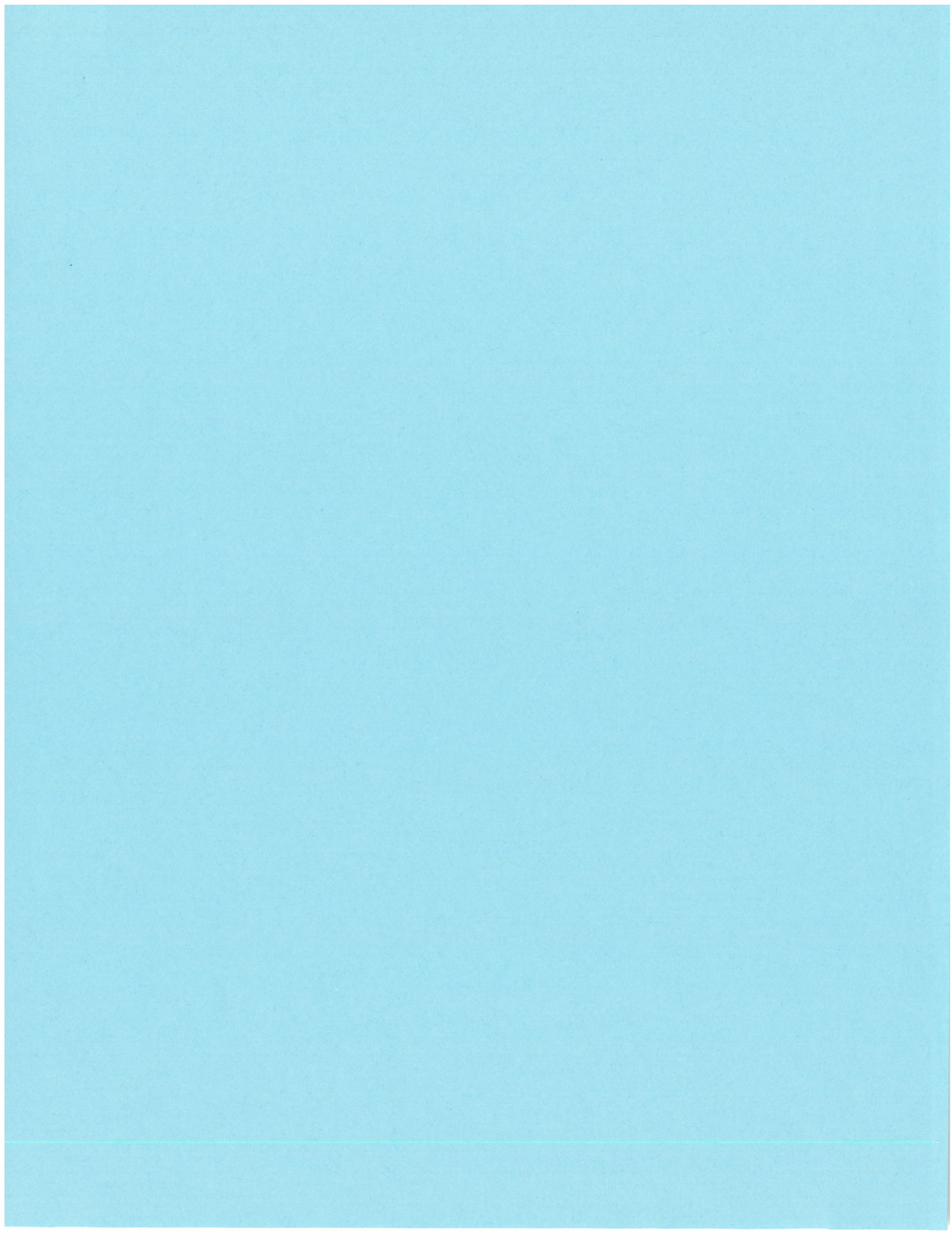
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04631-0441 (LT)

* 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
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2311486</i>					
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2527591</i>					
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2311486 TO OC2311487</i>					
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
	<i>REMARKS: OC2856670</i>					



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04631-0442 (LT)

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

PROPERTY DESCRIPTION: LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450567	2013/02/01	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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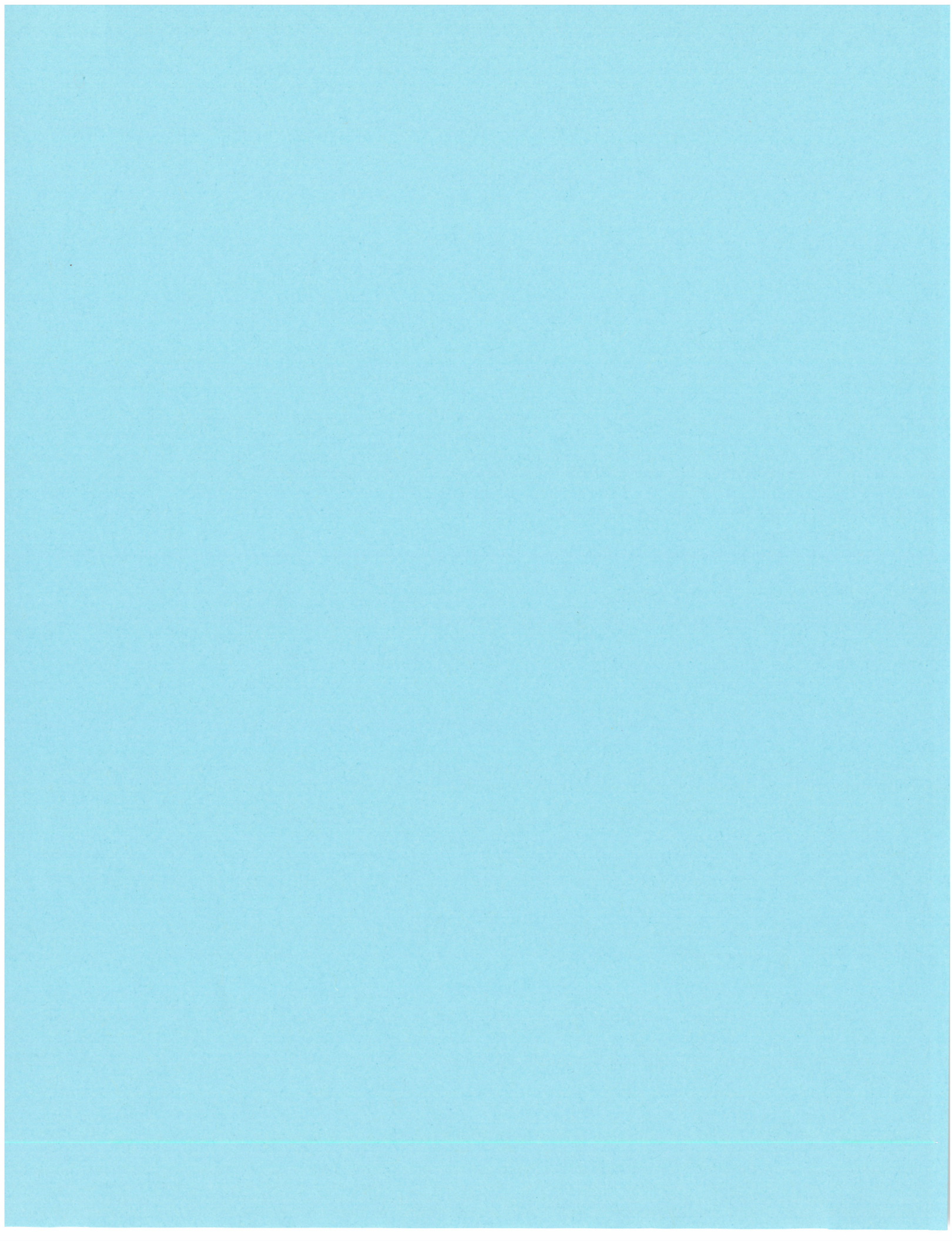
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04631-0442 (LT)

* 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
OC2311487	2021/02/05	NO ASSGN RENT GEN <i>REMARKS: OC2311486</i>		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN <i>REMARKS: OC2527591</i>		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527604	2022/08/22	POSTPONEMENT <i>REMARKS: OC2311486 TO OC2311487</i>		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN <i>REMARKS: OC2856670</i>		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0449 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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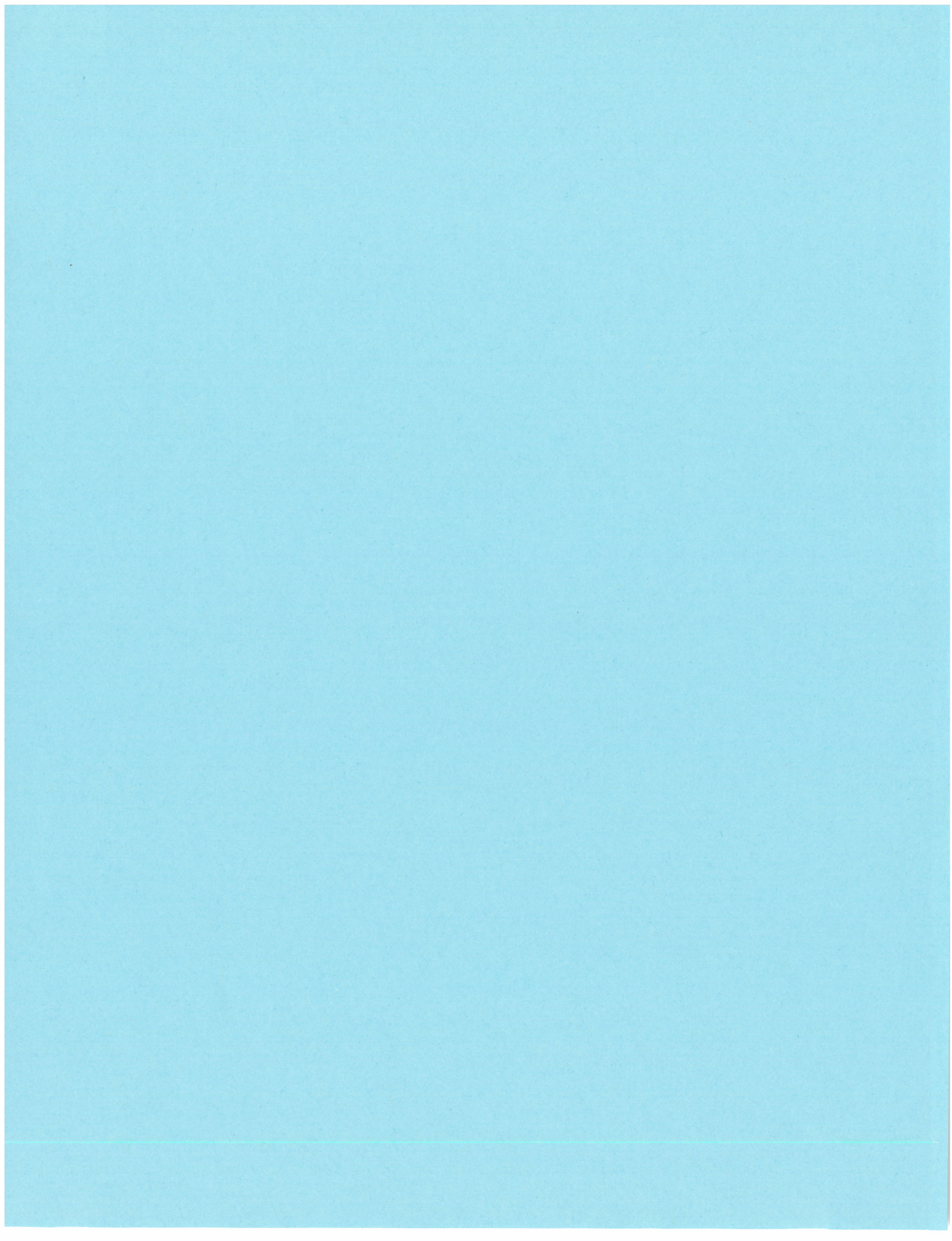
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04631-0449 (LT)

* 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
OC2527592	2022/08/22	NO ASSGN RENT GEN <i>REMARKS: OC2527591</i>		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527604	2022/08/22	POSTPONEMENT <i>REMARKS: OC2311486 TO OC2311487</i>		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN <i>REMARKS: OC2856670</i>		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C

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04631-0450 (LT)

PAGE 1 OF 2
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ON 2026/05/08 AT 15:50:38

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

PROPERTY DESCRIPTION:

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0428

PIN CREATION DATE:

2012/12/24

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1472	2012/12/18	PLAN SUBDIVISION				C
OC1439934	2012/12/18	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R26704	2012/12/20	PLAN REFERENCE				C
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1450818	2013/02/01	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1450820	2013/02/01	POSTPONEMENT		CAREVEST CAPITAL INC.	BELL CANADA	C
		REMARKS: OC1433484 TO OC1450818				
OC1451707	2013/02/06	APL ANNEX REST COV		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.		C
		REMARKS: NO EXPIRY.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				

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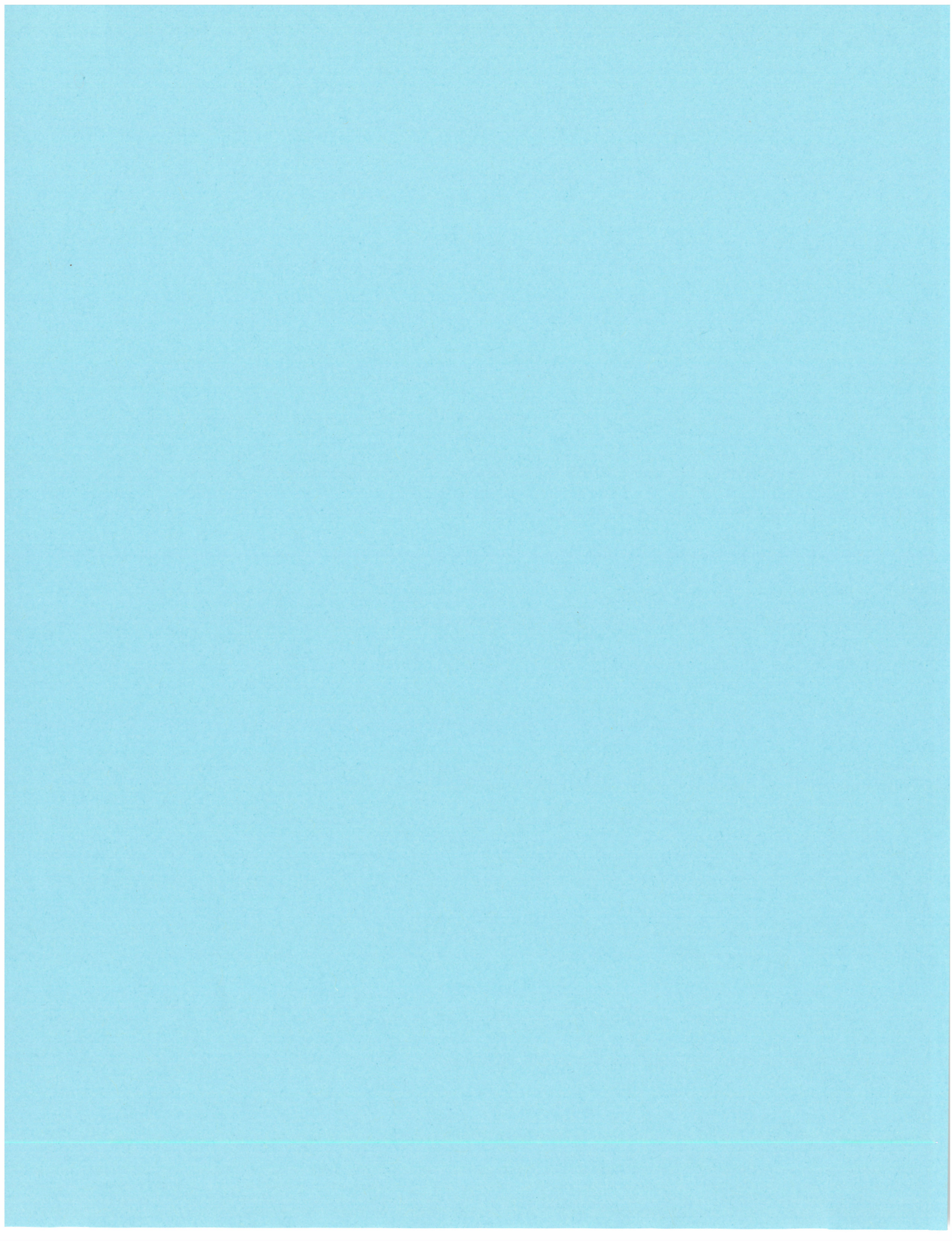
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04631-0450 (LT)

* 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	
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
REMARKS: OC2527591							
OC2527604	2022/08/22	POSTPONEMENT	\$817,500	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
REMARKS: OC2311486 TO OC2311487							
OC2856670	2025/12/02	CHARGE		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C	
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C	
REMARKS: OC2856670							

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04631-0469 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 04631-0468

PIN CREATION DATE:
2013/04/30

OWNERS' NAMES
ONASSA CORPORATION

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</i>						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		<i>REMARKS: SKETCH ATTACHED</i>				
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		<i>REMARKS: NO EXPIRY DATE</i>				
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

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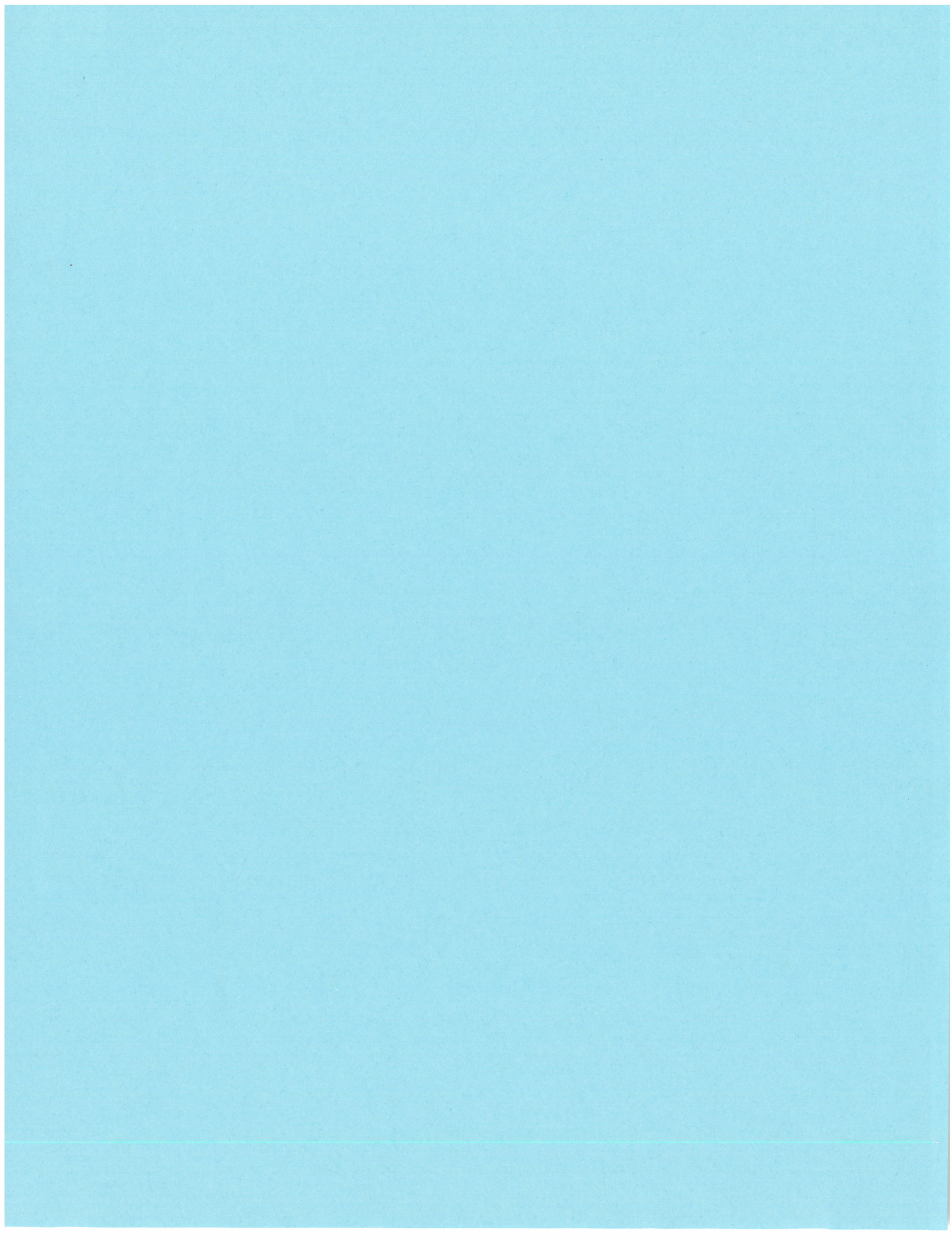
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04631-0469 (LT)

* 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
		<i>REMARKS: OC2311486</i>		ONASSA CORPORATION		
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0470 (LT)

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ON 2026/05/08 AT 15:51:49

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

PROPERTY DESCRIPTION:

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479311	2013/05/23	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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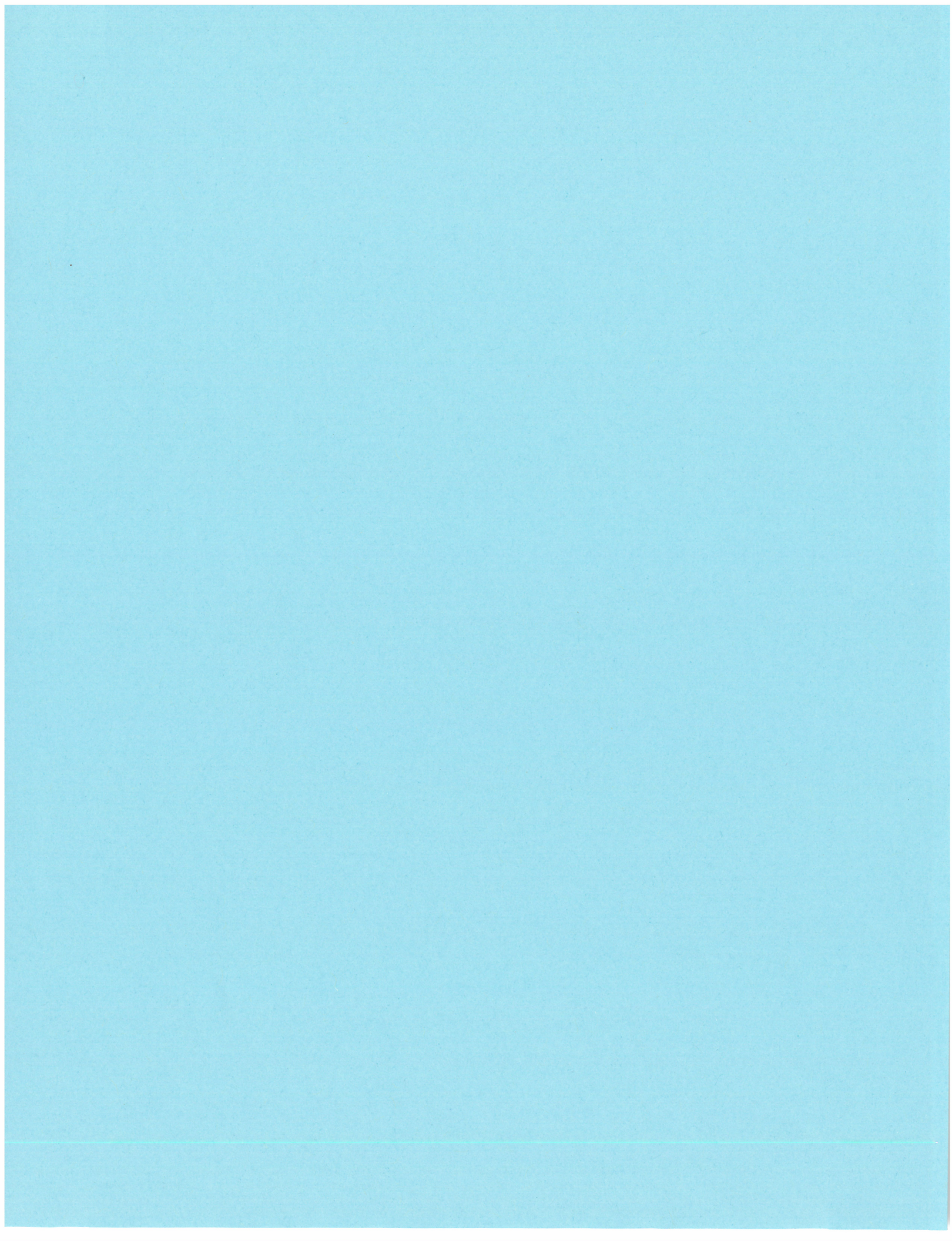
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 REGISTRY
 OFFICE #4

04631-0470 (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
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0471 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479311	2013/05/23	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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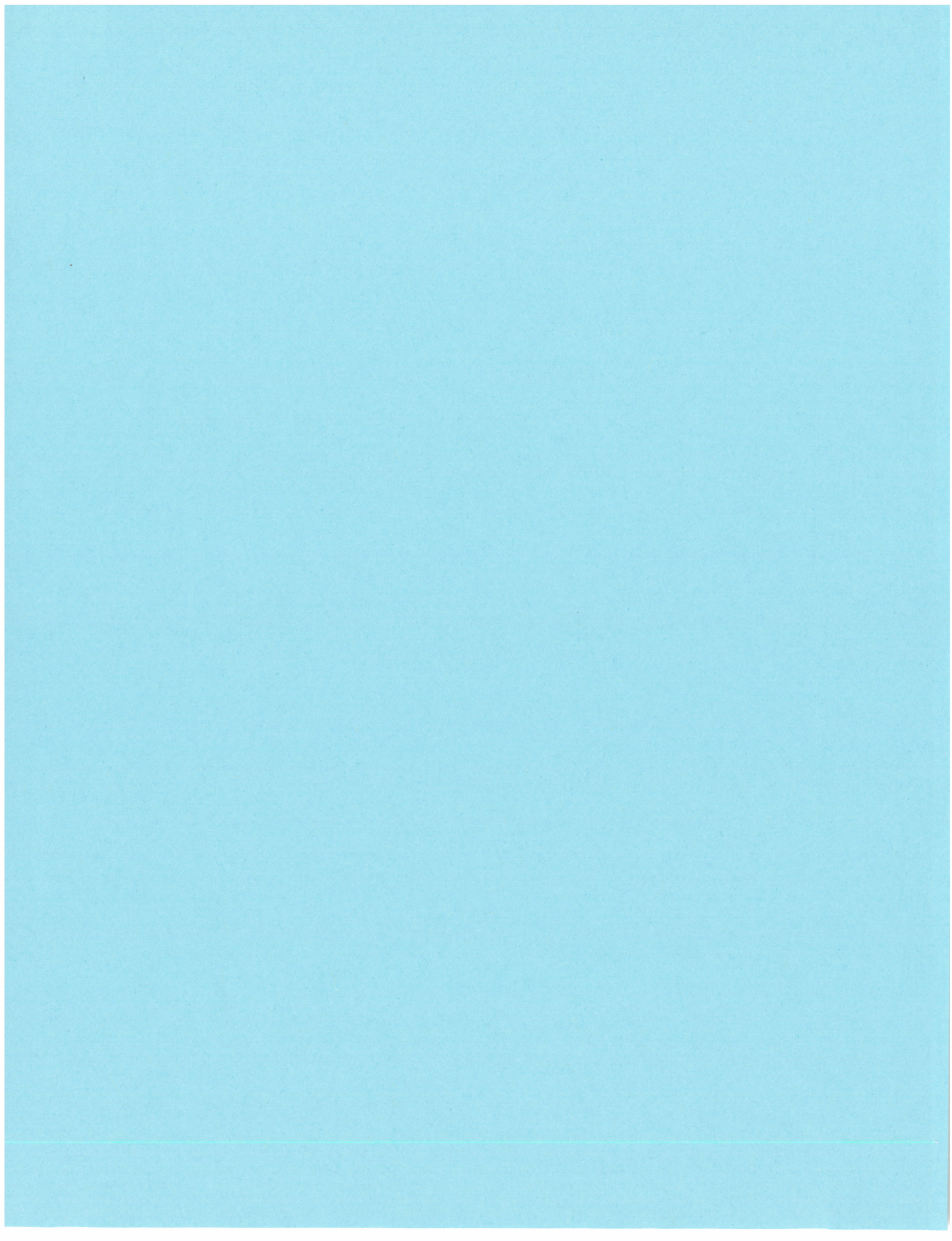
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04631-0471 (LT)

* 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
				ONASSA CORPORATION		
	<i>REMARKS: OC2311486</i>					
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2527591</i>					
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2311486 TO OC2311487</i>					
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
	<i>REMARKS: OC2856670</i>					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0472 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 04631-0468

PIN CREATION DATE:
2013/04/30

OWNERS' NAMES
ONASSA CORPORATION

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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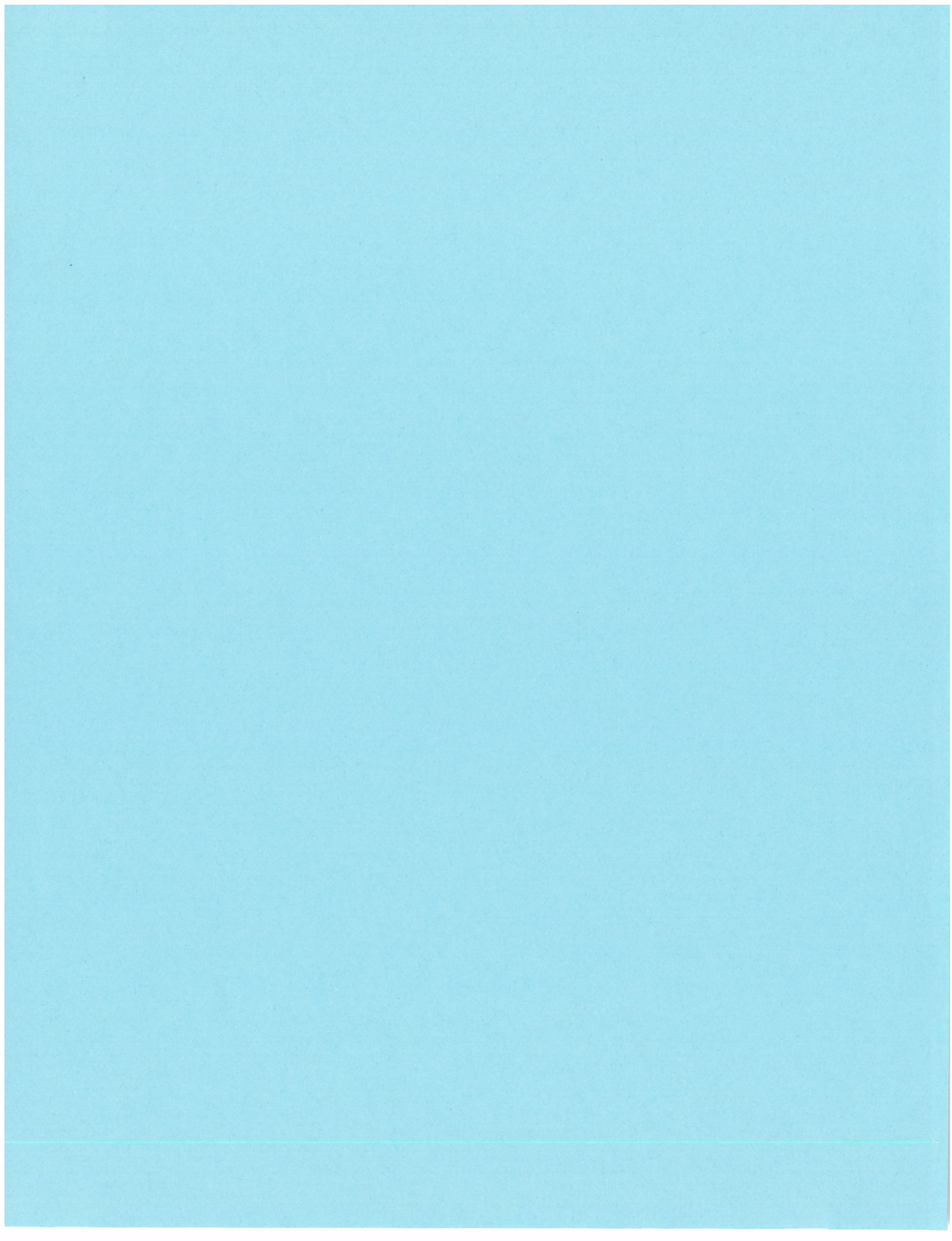
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04631-0472 (LT)

* 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	
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
REMARKS: OC2527591							
OC2527604	2022/08/22	POSTPONEMENT	\$817,500	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C	
REMARKS: OC2311486 TO OC2311487							
OC2856670	2025/12/02	CHARGE		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C	
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C	
REMARKS: OC2856670							

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0473 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 04631-0468

PIN CREATION DATE:
2013/04/30

OWNERS' NAMES
ONASSA CORPORATION

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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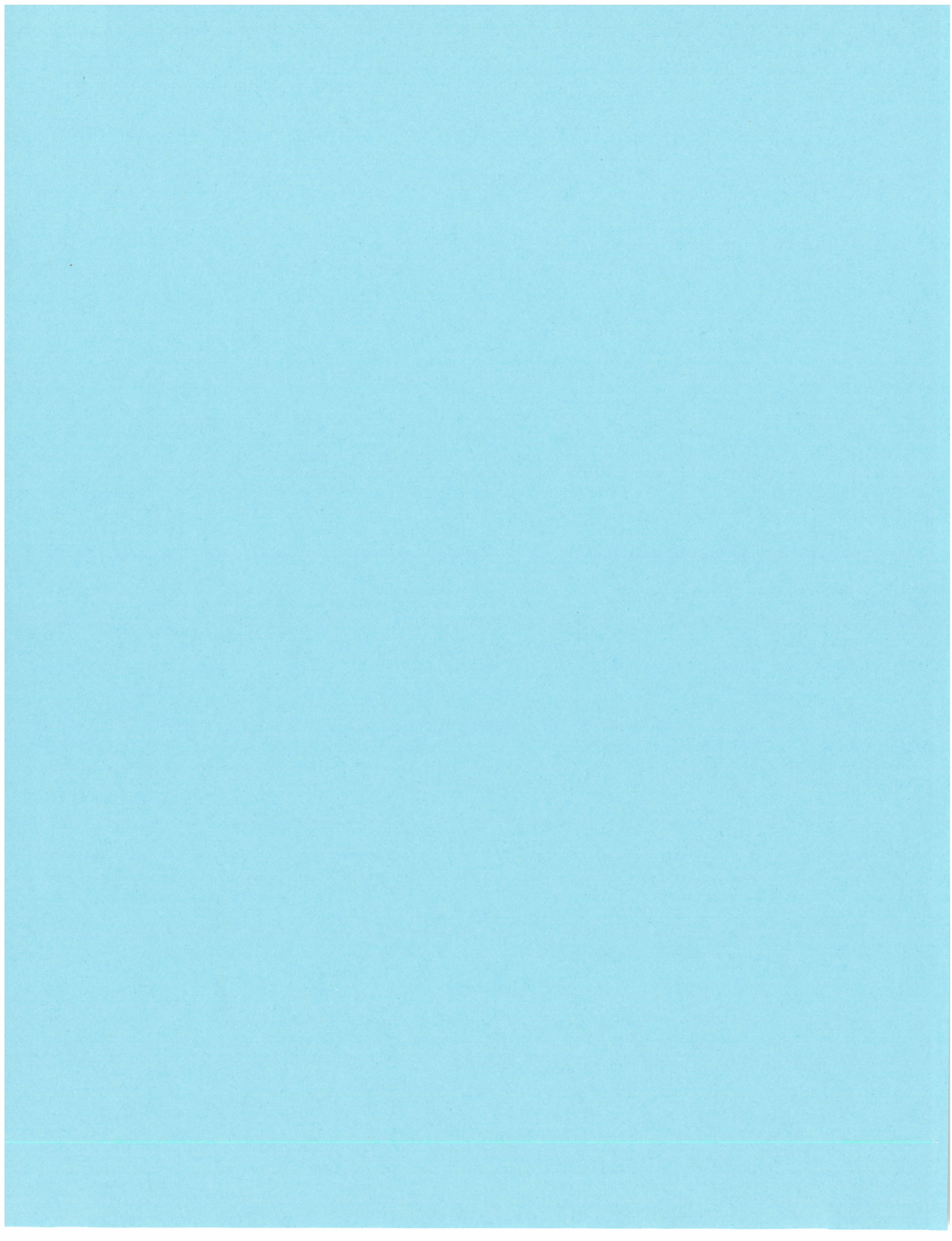
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04631-0473 (LT)

* 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
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
REMARKS: OC2527591						
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
REMARKS: OC2311486 TO OC2311487						
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
REMARKS: OC2856670						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0474 (LT)

PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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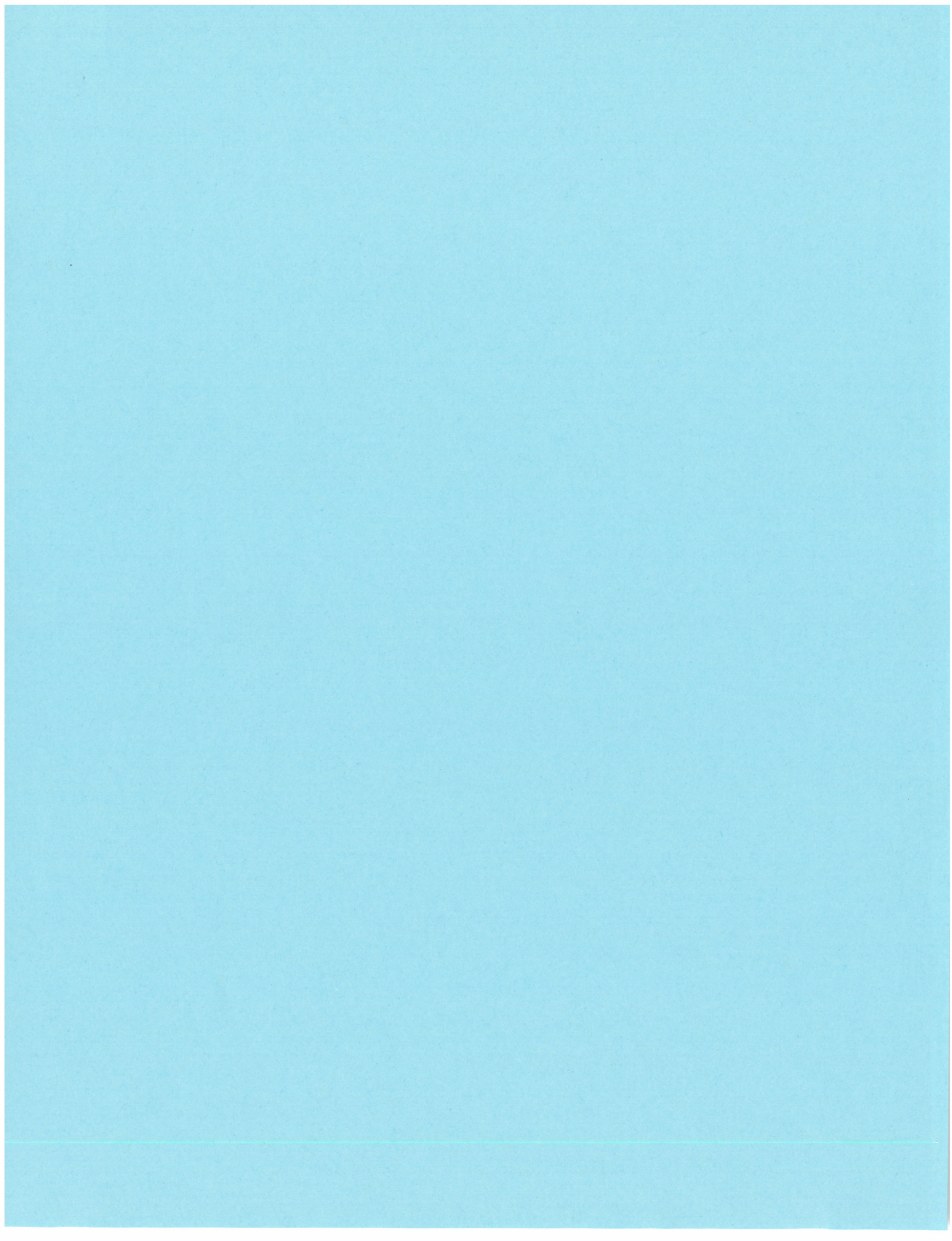
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04631-0474 (LT)

* 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
OC2311487	2021/02/05	NO ASSGN RENT GEN		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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04631-0475 (LT)

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

PROPERTY DESCRIPTION: LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

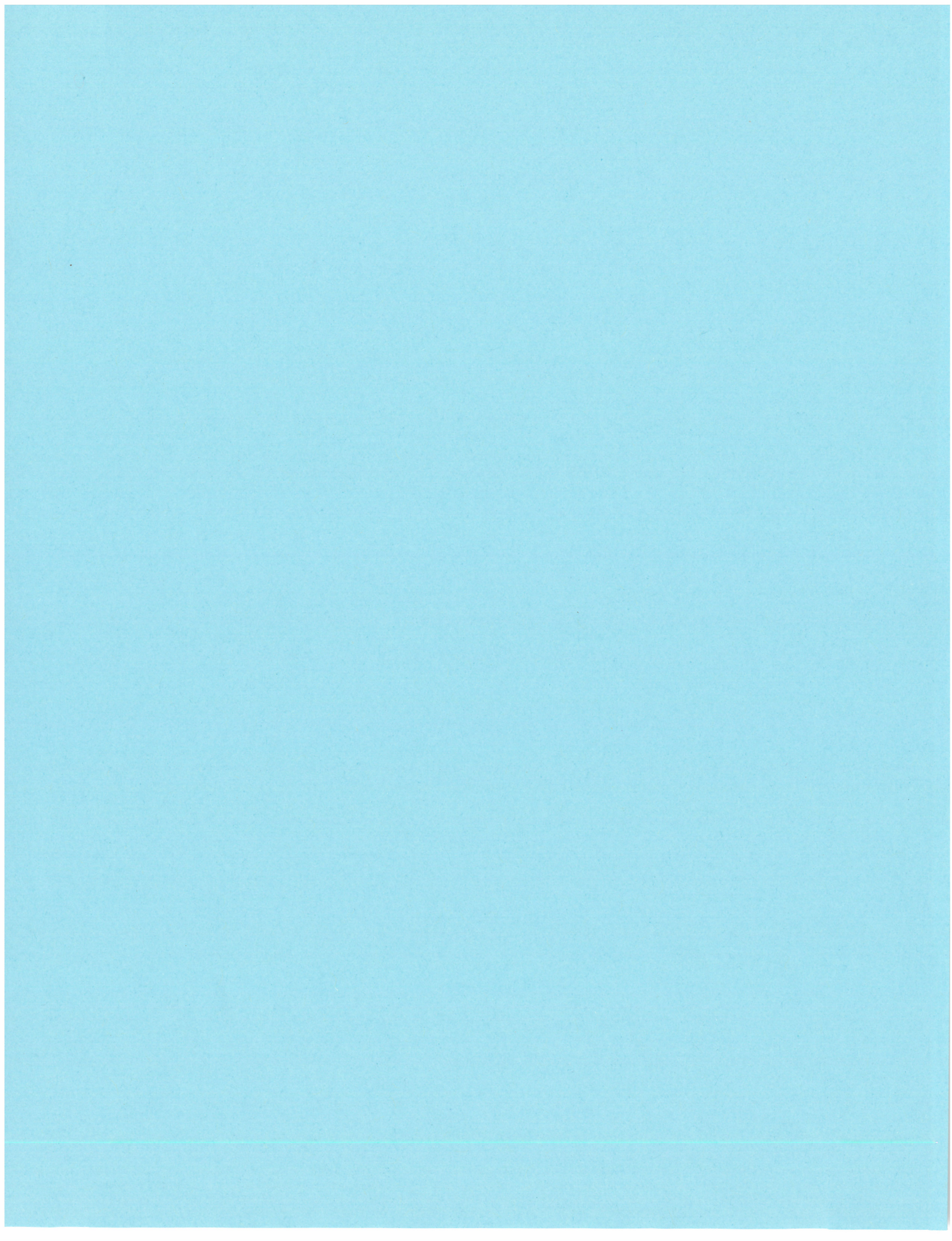
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 OFFICE #4

04631-0475 (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
OC2311487	2021/02/05	NO ASSGN RENT GEN		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

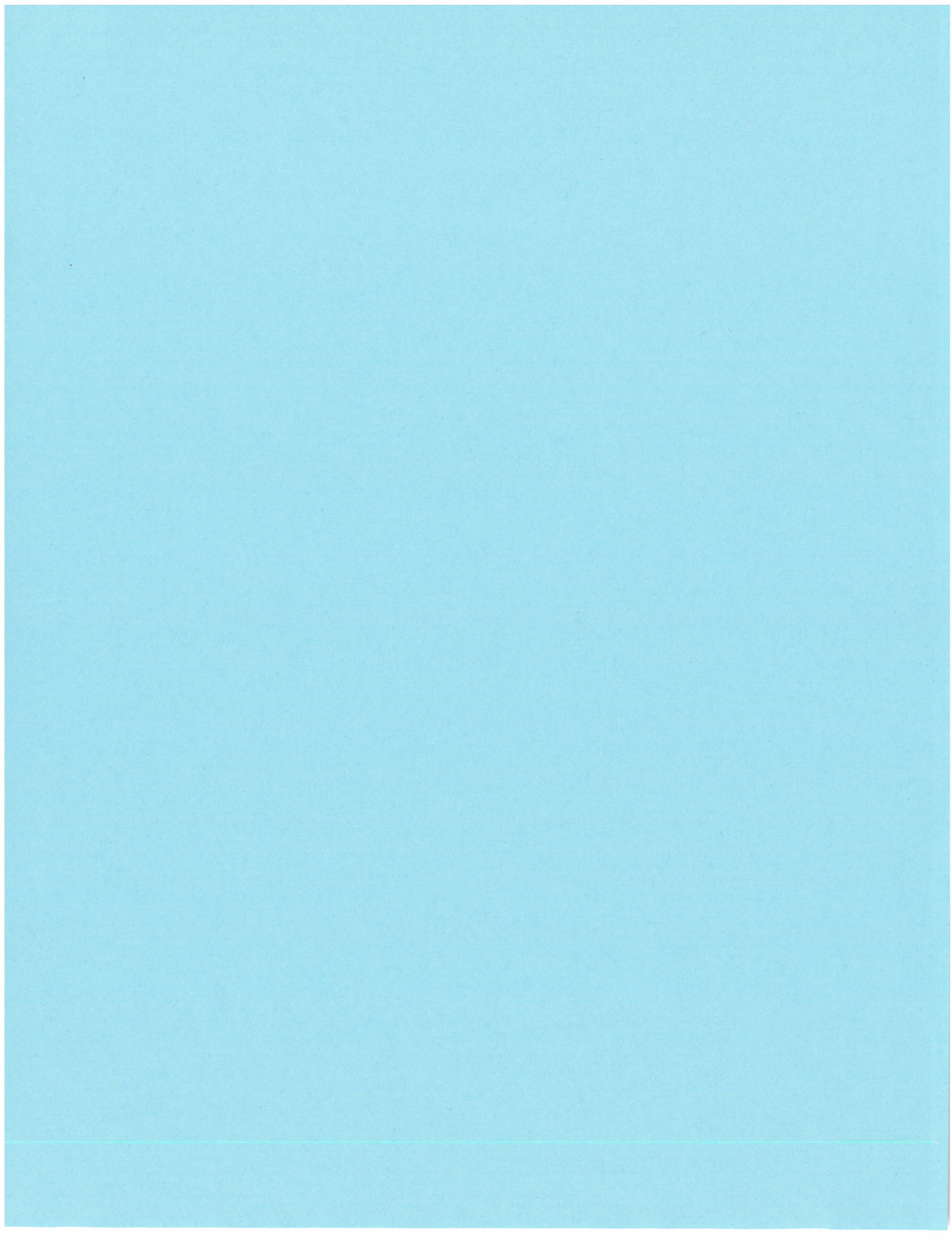
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470237	2013/04/23	POSTPONEMENT		CAREVEST CAPITAL INC.	CITY OF OTTAWA	C
		REMARKS: OC1433484 TO OC1470235				
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486</i>				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2527591</i>				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		<i>REMARKS: OC2311486 TO OC2311487</i>				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		<i>REMARKS: OC2856670</i>				



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PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444536	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479311	2013/05/23	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

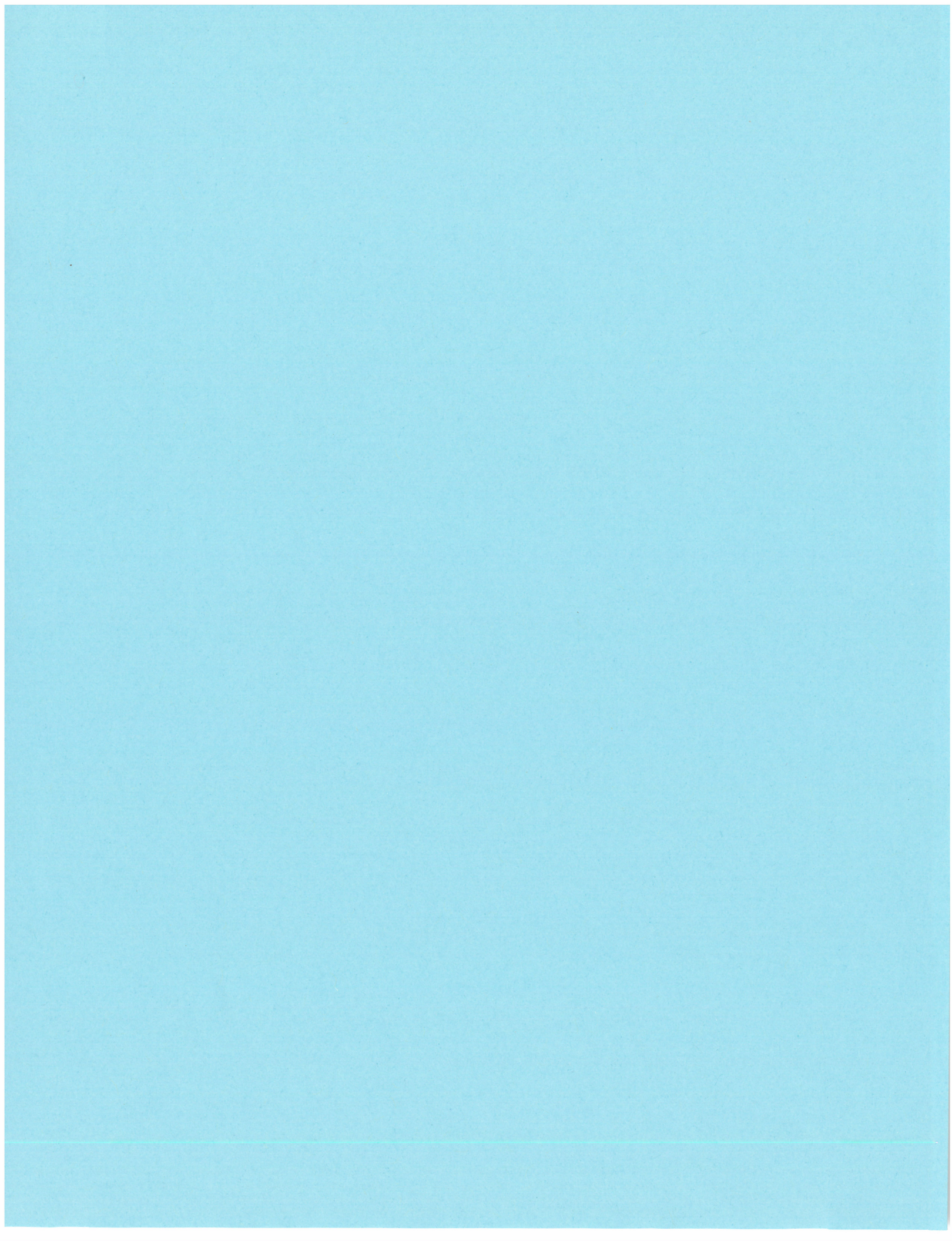
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC2311487	2021/02/05	NO ASSGN RENT GEN		ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				



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PAGE 1 OF 2
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</i>						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		<i>REMARKS: SKETCH ATTACHED</i>				
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		<i>REMARKS: NO EXPIRY DATE</i>				
OC1479311	2013/05/23	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS 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.

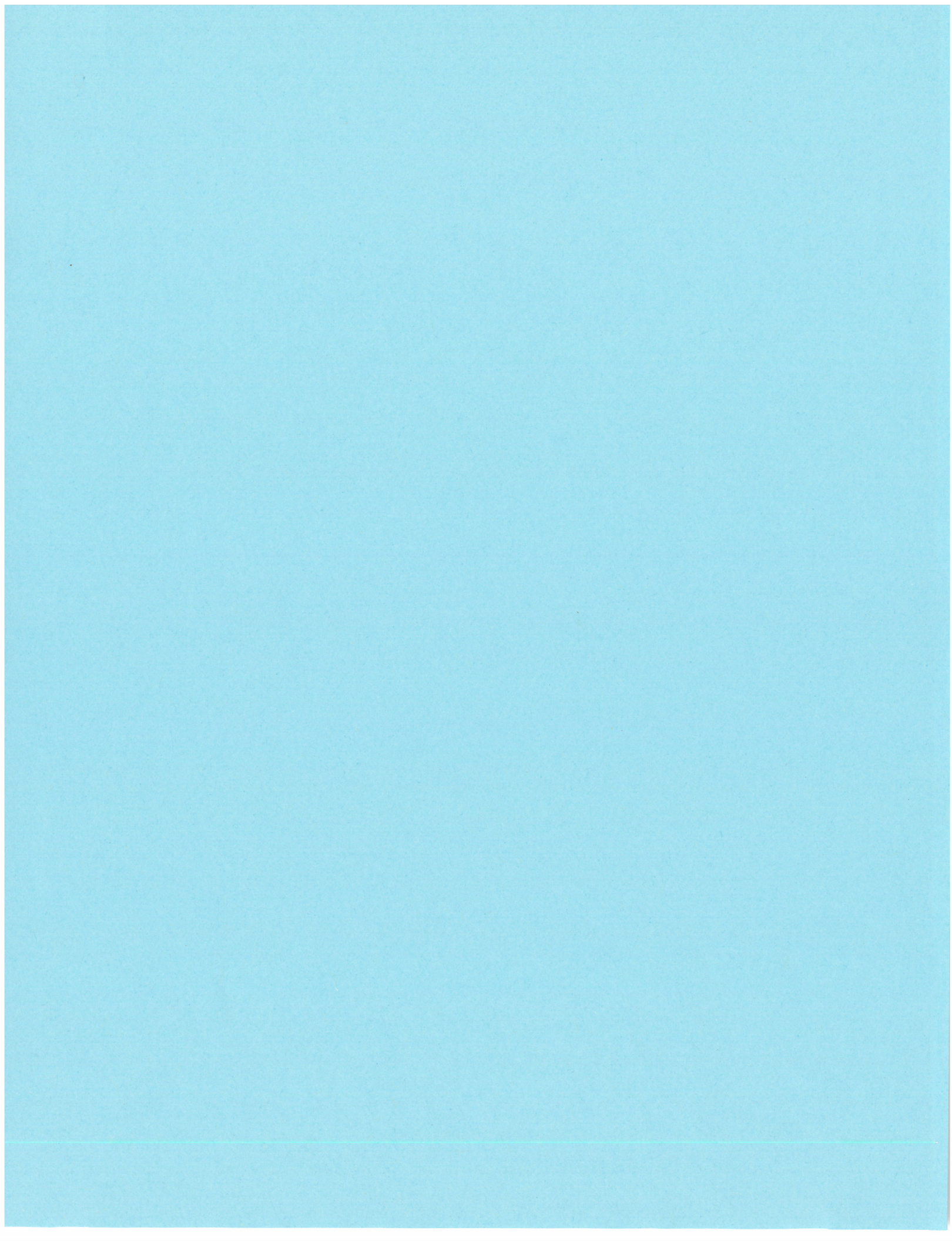
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04631-0501 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				ONASSA CORPORATION		
	<i>REMARKS: OC2311486</i>					
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2527591</i>					
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	<i>REMARKS: OC2311486 TO OC2311487</i>					
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
	<i>REMARKS: OC2856670</i>					

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

PROPERTY DESCRIPTION: LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

SUBDIVISION FROM 04631-0468

PIN CREATION DATE:

2013/04/30

OWNERS' NAMES

ONASSA CORPORATION

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
CR642031	1973/10/26	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF NEPEAN	C
NS88336	1980/06/13	AGREEMENT			THE CORPORATION OF THE CITY OF NEPEAN	C
		REMARKS: SKETCH ATTACHED				
OC1444542	2013/01/11	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1448684	2013/01/25	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
4M1487	2013/04/23	PLAN SUBDIVISION				C
OC1470226	2013/04/23	NO SUB AGREEMENT		CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
OC1470235	2013/04/23	NOTICE	\$1	CITY OF OTTAWA	ONASSA CORPORATION CEDARHILL GOLF ENTERPRISES INC.	C
4R27019	2013/04/25	PLAN REFERENCE				C
OC1479296	2013/05/23	APL ANNEX REST COV		ONASSA CORPORATION		C
		REMARKS: NO EXPIRY DATE				
OC1479311	2013/05/23	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	CITY OF OTTAWA	C
OC1479476	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	HYDRO OTTAWA LIMITED	C
OC1479483	2013/05/24	TRANSFER EASEMENT	\$2	ONASSA CORPORATION	BELL CANADA	C
OC1479507	2013/05/24	TRANSFER EASEMENT	\$1	ONASSA CORPORATION	ROGERS COMMUNICATIONS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				

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.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
OC2311486	2021/02/05	CHARGE	\$3,150,000	CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2311487	2021/02/05	NO ASSGN RENT GEN		CEDARHILL GOLF ENTERPRISES INC. ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486				
OC2527591	2022/08/22	CHARGE	\$6,500,000	ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
OC2527592	2022/08/22	NO ASSGN RENT GEN		ONASSA CORPORATION	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2527591				
OC2527604	2022/08/22	POSTPONEMENT		HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
		REMARKS: OC2311486 TO OC2311487				
OC2856670	2025/12/02	CHARGE	\$817,500	ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
OC2856671	2025/12/02	NO ASSGN RENT GEN		ONASSA CORPORATION	9523-5685 QUEBEC INC.	C
		REMARKS: OC2856670				

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 "D" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K



Mortgage Loan Commitment

June 3, 2022

Noel Perera
Onassa Corporation
56 Cedarhill Drive
Ottawa ON K2R 1C5

Dear Noel:

RE: 1st Mortgage against 26 Residential Lots (Lots 1-4, 6-19, 49-56), Onassa Springs Subdivision, Ottawa, ON (the "Property")

We wish to confirm that, based upon and subject to the accuracy of information furnished to us, your mortgage financing on the subject security has been approved subject to the following terms and conditions set out below:

MORTGAGEE: Hillmount Capital Inc. and/or assignees (the "**Lender**")

MORTGAGOR(S) / BORROWER(S): Onassa Corporation (the "**Borrower**")

GUARANTOR(S): Noel Perera (the "**Guarantor**")

PRIORITY / SECURITY: 1st Mortgage - 26 Residential Lots (Lots 1-4, 6-19, 49-56), Onassa Springs Subdivision, Ottawa, ON

LOAN AMOUNT: \$6,000,000.00 - see note 28 (not to exceed 40% LTV of the appraised value)

INTEREST RATE & PAYMENT: Interest shall be compounded and calculated monthly at the greater of 5.99% per annum or the RBC Prime Lending Rate plus 3.54% per annum and will be repayable monthly, in arrears, by direct withdrawal, pursuant to a Pre-Authorized Debit Agreement to be provided on or before closing. Interest adjustment date to the 1st of the following month.

TERM: This loan will mature in 24 months

FEES: Lender Commitment Fee – 0.95%
Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor
Appraisal Fee – Borrower to pay and deal with directly

PREPAYMENT PRIVILEGE: When not in default the Borrower shall have the right to prepay the loan at any time upon providing 30 days written notice.

PROPERTY DESCRIPTION: The Property is comprised of 26 legally separate parcels of land located in a new residential subdivision, outside the urban area of the City of Ottawa. The site area of the lots range in size from 1.0 acres to 1.7 acres. The subject development is serviced with municipal water. The roads, street lighting and hydrants are in place. The lots are all buildable.

PURPOSE OF LOAN: The Loan has been requested by the Borrower for refinancing and equity take-out purposes.

Borrower(s)/Guarantor(s) Initials: 

AMORTIZATION: N/A, Interest Only

CLOSING DATE: The funding date is to be no later than **June 27, 2022** and not sooner than 3 full business days from receipt of fully executed commitment, receipt of non-refundable work fee, and satisfactory receipt of material requested by the Lender. It is further conditional upon the Lender's solicitor receiving all requisitioned material on a timely basis. The closing date may be advanced as agreed to by the Lender's and Borrowers' solicitors. [In the event the funds have not been advanced pursuant to the terms of this commitment by **July 28, 2022** the obligations of the Lender hereunder, including the obligation to make any advance of funds, shall cease and the Borrower shall remain liable for all amounts set out herein.]

LENDER'S SOLICITOR: Joseph Fried - Fogler Rubinoff LLP Tel: (416) 941-8836 Fax: (416) 941-8852 Email: jfried@foglers.com

VALUE OF PROPERTY: \$16,000,000.00 (as determined by appraisal)

ADVANCES: The proceeds of this Loan shall be advanced less the following:

- a) Broker/Lender fees (including processing fee);
- b) Legal fees and disbursements plus HST thereon;
- c) *Interest adjustment payment to the 1st of the month;*
- d) Insurance consultant fees (if applicable);
- e) Payout of 1st mortgage on title in the amount of approximately \$4,900,000.00;
- f) Interest reserve (to be determined).

SECURITY:

1. 1st Mortgage registered against the Property.
2. Personal and/or Corporate Covenants (as applicable) of the Borrower(s)/Guarantor(s).
3. Title insurance.
4. Liability insurance as determined and verified by the Lender's insurance consultant (the cost of the insurance review is the responsibility of the Borrower). The Lender will be noted on the policy as mortgagee and additional insured.
5. If applicable, General Assignment of Rents and Leases and Tenant Acknowledgments in a form to be determined by the Lender's solicitor.
6. General Security Agreement having 1st priority over any and all unencumbered personal property used in connection with or arising from or out of the Property (including without limitation, a charge (PPSA) over all equipment and machinery, vehicles, fixtures, furniture used in connection with the Property) in a form to be determined by the Lender's solicitor.
7. An assignment of construction contracts, agreements of purchase and sale, signed lease agreements, deposits and municipal development agreements.
8. Such other security, assurances and / or documents as may be required by the Lender or its solicitors.

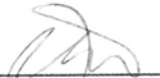
ADDITIONAL CONDITIONS AND REPRESENTATIONS: This commitment is subject to the following conditions to be satisfied at the time of advance of funds under this commitment which conditions the Lender in its sole discretion may waive in full or in part:

1. *Written acceptance of the Commitment by the Borrower(s)/Guarantor(s).*
2. The Borrower(s)/Guarantor(s) will attend to the lawful execution and delivery of such documents as the solicitors for the Lender may deem necessary or advisable to fulfill the terms and conditions of the agreement (including a copy of an up-to-date survey of the Property (may not apply with Title insurance)).

Borrower(s)/Guarantor(s) Initials:

3. We are to receive the favourable opinion Lender's solicitors with respect to the priority, validity and enforceability of the mortgage and all other requirements usual to a transaction of this nature (including any documents deemed necessary to close the transaction by Lender's solicitor).
4. Satisfactory inspection of the Property by the Lender and its agent, if so required by Lender.
5. Satisfactory review of an appraisal of the Property, performed by a Lender approved appraiser. Appraisal is to be in the Lender's name or a letter of transmittal is to be addressed to the Lender. Property values are to be no less than as stated above. Borrower to be responsible for appraisal fees.
6. Satisfactory due diligence review of the application, including:
 - a. The signed application (listing all assets of the Borrower/Guarantor) / net-worth statement / credit bureau. The applicant(s) certify that the information given in the mortgage application is true and correct and confirm authorization of a full credit investigation has been granted.
 - b. The financials of the Borrower which are to indicate that the Borrower can afford the monthly interest payments. Lender will require a Debt Coverage Ratio of 1.00x. If the Lender is not satisfied with the current financials, an interest reserve may be set up as part of the Loan.
 - c. The exit strategy.
 - d. Interview with the Borrower, if so required by the Lender.
 - e. The Articles of Incorporation for the corporate owner and satisfactory confirmation that it is a holding company.
 - f. Confirmation that the Borrower(s) is current on all its filings and all its deemed trust payments (i.e. WSIB, source deductions, HST).
 - g. Confirmation of the names of the shareholders, directors and owners of the Borrower(s)/Guarantor(s) and confirmation that they will not sell their shares while the Loan is still outstanding.
7. All property taxes to be current at the time of closing. Any arrears in property taxes must be paid in full prior to closing or from the proceeds of this Loan. Borrower(s) to pay property taxes directly and provide confirmation to the Lender, on a quarterly basis, that the property taxes are up to date.
8. The Borrower shall provide the Lender with their financial statements within 120 days of their financial year end.
9. Satisfactory review of all property related documents that may be required by the Lender including realty tax bills, insurance, utility bills, structure of property ownership and survey.
10. A copy of an up-to-date survey of the Property (may not apply with Title insurance) and the site layout (if one exists).
11. Please see Schedule "A" for additional terms of the mortgage which are not necessarily preconditions to the closing.
12. Borrower consents that they have the power, capacity and authority to enter into this commitment and to complete this transaction, which has been duly authorized, where required, by all necessary corporate action and that no consents are necessary for this transaction to be completed.
13. The Borrower hereby represents and warrants that they have the ability to service the mortgage debt.
14. The Borrower hereby represents and warrants that they have, or will have, good and marketable title to the Property to be mortgaged as security for the Loan in this Commitment and that the agreements herein, on the part of the Borrower to grant a mortgage to the Lender, constitutes an equitable charge on the Property pursuant to this Commitment.

Borrower(s)/Guarantor(s) Initials:



15. No subsequent encumbrances, debt or other mortgages with respect to the Property without the Lender's written consent.
16. Satisfactory review of adequate Liability Insurance by Lender or its independent insurance advisor. The cost of the insurance review by the advisor is the responsibility of the Borrower.
17. Notwithstanding anything contained in the mortgage, it is hereby agreed by and between the Lender and the Borrower that any monies tendered in respect of the mortgage payments or other payments due shall be paid by 1 p.m. on the business day upon which they are due. If received after that time (i.e. for computing interest), the monies will be deemed to be received the next business day.
18. Mortgage is non-transferable and non-assumable except at the option of the Lender.
19. The Borrower represents and warrants that the lands and all activities comply with all environmental laws and that the lands contain no hazardous substances, have not been subject to previous remediation or clean-up of hazardous substances and there are no investigations or other actions arising under or relating to environmental laws. All existing environmental assessments, audits, tests and reports relating to the lands within the knowledge of the Borrower has been delivered to the Lender.
20. In the event the Borrower sells, conveys, transfers their interest into any agreement of sale or otherwise encumbers the Title to the mortgaged premises, or defaults in the payment of any prior encumbrances or mortgages, or defaults in the payment of any taxes against the mortgaged premises, then all monies then outstanding, together with accrued interest, default fees and other prepayment penalties shall forthwith become due and payable.
21. If at any time or from time to time, any default or breach of covenant occurs under any other encumbrance registered against the Property, it shall constitute a default hereunder and under the Mortgage/Charge granted pursuant hereto and any other obligation owing to the Lender. At the Lender's option, the entire principal sum owing hereunder together with interest and all costs and fees shall become immediately due and payable.
22. The Borrower shall execute an irrevocable authorization that permits the utility companies, insurance companies, taxing authorities, and mortgage companies directly involved in the secured Property to discuss matters relevant to the Lender's interest in the event of a default in the mortgage.
23. The Borrower shall execute and deliver whatever consents are required by the Lender and its solicitors concerning the release and disclosure of information by the Lender to third parties and by third parties to the Lender in accordance with provisions of the *Personal Information Protection and Electronic Documentation Act* (Canada).
24. Satisfactory confirmation by the Borrower that there are no outstanding work orders, notices of violations or other municipal or governmental authorities affecting the Property.
25. Satisfactory evidence (as determined by Lender's solicitor) that prior discharged mortgages have been paid and properly discharged.
26. At the Lender's sole discretion, the Lender will agree to renew the mortgage for an additional 12-month term under the following conditions:
 - a. Written request by the Borrower, to be received by the Lender at least 60 days prior to maturity, requesting the renewal.
 - b. *The mortgage is current and has not been in default during the term of the mortgage.*

Borrower(s)/Guarantor(s) Initials:



- c. Sales of at least 6 lots have been completed during the term, at minimum sale amounts of \$700,000 per lot.
 - d. The value of the Property has not materially decreased. If the Property's value has materially decreased (as determined by the Lender's realtor or appraiser), the Borrower(s)/Guarantor(s) is to reduce the mortgage balance so that the LTV is less than 40%.
 - e. There will be a renewal fee of 0.50% of the Loan Amount.
27. The Loan will be registered on title for \$6,500,000.00. The maximum loan amount is \$6,000,000.00 and the Borrower(s)/Guarantor(s) will pay fees based on a loan facility of \$6,000,000. The Lender, at its sole discretion, may agree to increase the loan facility amount to the amount registered on title at the Borrower(s)/Guarantor(s) request. Should the loan facility amount be increased, the Broker and Lender fees on the additional loan amount will be owed and deducted from the next advance.
- a. Prior to agreeing to fund the \$500,000, Borrower shall show the Lender that it has 2 firm sales with a minimum sale price of \$800,000 each or 3 sales at \$700,000 each.
28. Such other security, assurances and / or documents as may be required by our solicitors.

PARTIAL DISCHARGE:

The Lender shall permit a partial discharge of its mortgage from future sales of the Onassa Springs subdivision, provided that the Borrower(s) is not in default, as follows:

- i. Upon the sale of each lot, the mortgage is to be reduced by \$500,000.00.
- ii. For each partial discharge, the Borrower(s) is to pay the Lender's legal costs and any other fees or charges contemplated in the commitment for discharging the property.

SYNDICATION:

The Lender shall have 3 business days following the acceptance of this Commitment, and upon receipt of all the requested underwriting information to syndicate a portion of the Loan in an amount to be determined by the Lender at its sole discretion and subject to terms satisfactory to the Lender, failing which this Commitment will be cancelled and the Deposit will be returned to the Borrower(s) without deduction or interest. If the Lender proceeds with a syndication of the Loan after the initial advance of funds under the Loan, then any additional legal costs relating to the syndication shall be the Borrower's responsibility and the Lender shall obtain a fee quote prior to engaging legal counsel. It is further agreed that the Borrower's acceptance and return of this Commitment shall not bind the Lender to advance the Loan and that this Commitment is conditional for a period of 3 business days following the provision of all required underwriting information by the Borrower and/or upon the Lender's credit committee approval of the Loan and delivery to the Borrower(s) of a letter from the Lender confirming such approval (the "Commitment Confirmation"). If no Commitment Confirmation is provided, this Commitment shall be deemed null and void and shall be of no further effect and the Commitment Fee paid hereunder shall be returned to the Borrower(s) without deduction or interest. Upon delivery by the Lender of the Commitment Confirmation, this Commitment shall be binding on the parties hereto.

GENERAL:

The provisions of this letter and commitment agreement resulting from your acceptance thereof shall remain binding and effective notwithstanding the closing of the mortgage transaction.

Borrower(s)/Guarantor(s) Initials:

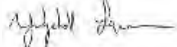
SCHEDULES ATTACHED: The following attached schedule(s) form a part of this Mortgage Commitment:
SCHEDULE A – Conditions
SCHEDULE B – Borrower Disclosure
SCHEDULE C – Insurance Requirements

EXPIRY OF COMMITMENT: This commitment shall be open for acceptance until **3:00PM on June 7, 2022** after which the commitment shall be deemed revoked.

OTHER: The Borrower hereby consents to Hillmount Capital Inc. and/or the Lender (and its authorized agents or other representatives) obtaining, using and disclosing of credit and/or any and all personal information on the Borrower from any source as may be necessary for Hillmount Capital Inc. and/or the Lender to complete its due diligence and to proceed with the transactions contemplated herein and such other collection, use and disclosure of any and all personal information about the undersigned as may be required or permitted by law. Each source is hereby authorized to provide such information to Hillmount Capital Inc. and / or the Lender. The Lender's lawyer is authorized by the Borrower to forward all information and documentation regarding this transaction to Hillmount Capital Inc. and / or the Lender.

In the event you are in agreement with the terms and conditions herein, please sign and return this letter as proof of acceptance to us by **3:00PM on June 7, 2022**. The Borrower acknowledges having received and/or executed a "Disclosure to Borrower" at least 48 hours prior to signing this commitment and a copy has been retained by the Borrower. In case of any discrepancy or conflict between any provision of this commitment letter and any provision of the Mortgage or other security provided, the Lender may, in its sole discretion, determine which provisions shall prevail.

Yours truly,



Hillmount Capital
416-849-0322
Lic. #10453 and #11925

Borrower(s)/Guarantor(s) Initials: _____



ACCEPTED

The Borrower / Guarantor hereby accept this Commitment and confirm their agreement with all of the terms and conditions thereof, *having either obtained independent legal advice or having been satisfied that legal advice is not required.* The Lender's Commitment Fee is fully earned by the Lender upon acceptance of the terms of this Commitment (the "Commitment Fee"). The Commitment Fee is due and payable with a deposit of **\$10,000.00** (the "Deposit") (**RECEIVED**) by certified cheque or e-transfer payable to the Lender upon acceptance hereof and the balance of the Commitment Fee is due on the earlier of the advance of funds hereunder or the date of termination of the Commitment (unless such termination of the Commitment results from a default of the Lender). The Borrower / Guarantor agree that if the Loan is not advanced by the closing date, the Deposit is forfeited to the Lender as liquidated damages, and not as a penalty, without prejudice to the Lender's right to be paid the Commitment Fee, all costs incurred by the Lender in connection with this Commitment and Loan, including Broker fees, insurance consultant fees, and legal costs and to claim such further and other damages the Lender may sustain (collectively the "Lender's Costs"). Providing the Loan is advanced fully on or before the closing date, the Deposit will be applied towards the Commitment Fee. Regardless of whether the above conditions are met, or the Loan is advanced, upon signing this Commitment, the Borrower / Guarantor agree that they are liable, save if the Lender is in default, for the balance of the Commitment Fee and all the Lender's costs.

Accepted this 6th day of June 2022.

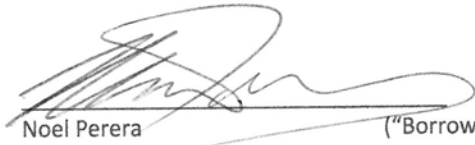
Borrower(s) / Guarantor(s)



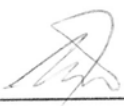
Name: Noel Perera ("Borrower")
Company: Onassa Corporation
A.S.O.

Borrower's Solicitor:

Name: George Ruggiero
Firm: SR Law
Telephone:




Noel Perera ("Borrower")

Borrower(s)/Guarantor(s) Initials: 

SCHEDULE A – CONDITIONS

ACCRUED AND EARNED INTEREST	Accrued interest calculated from the date that this mortgage is advanced to the Interest Adjustment Date will be deducted from the gross funds advanced. The Interest Adjustment Date is set at the Mortgagee's option. The Borrower shall not be entitled to receive interest, if any, on any funds held in trust by the Lender. Any interest earned shall accrue to the Lender.
ASSIGNMENT OF COMMITMENT & ROLE OF BROKERAGE	Neither this Commitment nor the Mortgage/Charge loan is assignable by the Borrower(s) without the Lender's consent. The Lender is a licenced brokerage and for the purposes of this transaction, is acting as a representative of the Lender but not the Borrower (unless otherwise noted by way of a Borrower Disclosure between the Lender and Borrower).
FIRE INSURANCE	Fire and extended insurance coverage in a form and for an amount acceptable to the Lender is to be taken out with an insurance company or insurance companies approved by us for the full insurable value of the Mortgage/Charge property and assigned to Lender. Co-insurance is not acceptable.
LEGAL AND OTHER COSTS AND FEES	All legal, appraisal, survey, title insurance premiums, environmental audits, and other costs and fees incurred in connection with this Mortgage/Charge loan are payable by the Borrower(s) whether or not the loan is ultimately completed and the funds advanced.
PREPAYMENT RESTRICTIONS	It is intended and agreed that the Mortgage/Charge loan may not be prepaid prior to the maturity date unless provided herein.
REGULATIONS	The Charged/Mortgaged property must comply with all municipal, provincial and federal statutes, regulations and requirements.
SURVEY REQUIREMENTS	Prior to any advance of funds under the mortgage loan, Lender will require a survey acceptable to it, showing the lands and the location of the buildings to be secured by this Mortgage/Charge. This survey is to be prepared, dated, signed and sealed by a duly qualified Provincial Land Surveyor and is to indicate the land area of the property and the location of all improvements and easements or rights-of-way. At the sole discretion of the Lender's lawyer, the survey requirement may not apply with title insurance.
TAXES	Any tax bills issued and unpaid at the interest adjustment date are to be paid in full from the proceeds of this mortgage loan. At closing, and at the Lender's option, the Borrower shall establish with the Lender a property tax escrow account (and undertakes to provide funds to establish the subject account satisfactory to the Lender), and the Borrower agrees to pay the Lender 1/12 of the annual taxes on a monthly basis, and the Lender will remit same to the local municipality as taxes are due. No interest will be paid to the Borrower on funds held in the property tax escrow account. If a tax escrow account is not established, the Lender can request evidence from the Borrower that all realty taxes due and owing to the municipality within which the mortgaged lands are situated have been fully paid or are current for the calendar year.
PURCHASER APPROVAL	The Charge/Mortgage will be due on sale of the property with bonus and may not be assigned by the borrower without prior written consent and approval of the Lender, which consent may be reasonably withheld.
ASSIGNMENT AND SYNDICATION BY LENDER	The Lender shall have 7 normal business days following the acceptance of this Mortgage Commitment, and upon receipt of all requested underwriting information to assign all or part of the of the loan in an amount to be determined by the Lender at its discretion and subject to terms satisfactory to the Lender. The Commitment is conditional upon the Lender being able to syndicate the Loan, failing which, the Lender may terminate this Commitment.
TITLE INSURANCE	At the Lender's sole option, the Borrower may be required to provide title insurance for the mortgaged property. The cost of the title insurance shall be at the Borrower's expense.
ADDITIONAL PROVISIONS	Our current schedule of administration and servicing fees include (but not limited to) the following charges:
\$500.00	Missed payment fee: Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment for any charge on this property (ie 1 st and / or 2 nd mortgagee) or any other creditor (ie utility company, property taxes, etc).
\$300.00	Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.
\$2,000.00	Default: Payable for each act or proceeding instituted.
\$100.00	Mortgage Statements: For preparation of each statement.
\$300.00	Lenders administration fee for renewal or discharge of this mortgage.
\$5,000.00	Possession: For attending to take possession following default.
\$300.00	Administration: For administering maintenance and security of the property in our possession, per day.
\$300.00	Mortgage Discharge & Statement Fee: For discharge on one property. \$100.00 for each additional property.
\$250.00	Tax Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments.
\$200.00	Annual Tax Account Administration Fee: For administering and maintaining the tax account
\$300.00	For each written request necessitated by the mortgagor not replacing dishonoured cheques forthwith
\$250.00	Failure to notify mortgagee of registration of lien by the Condominium Corporation for common maintenance arrears
\$395.00	For each hour of administrative time spent by the Mortgagee or its agent in dealing with issues of default related to these mortgages. This rate does not apply to solicitor services
\$395.00	Mortgage Insurance Admin Fee
\$300.00	Inspection Fee (per property)
\$90.00	Bank Wire Transfer Fee
	The Lender reserves the right to charge reasonable fees for other administrative services. Renewal and renewal fee to be at the discretion of the Mortgagee. In the event of a further occurrence of the administrative fees as set out herein, the administrative fees shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

Borrower(s)/Guarantor(s) Initials: 

This is Exhibit "E" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*

A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

AMENDMENT TO COMMITMENT

RE: Commitment Letter dated June 3, 2022 issued by Hillmount Capital Inc. respecting the property described as 26 Residential Lots (Lots 1-4, 6-19, 49-56), Onassa Springs Subdivision, Ottawa, ON (the "Commitment Letter")

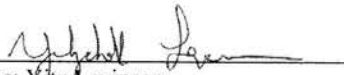
1. The undersigned hereby agree that the Commitment Letter shall be amended to delete the existing Lender Commitment Fee and replace with the following: "1.15%".
2. The undersigned hereby further agree that the existing section 26(c) shall be deleted and replaced with the following: "Sale of at least 2 lots in the first 12 months of the Term at a minimum sale price of \$600,000 per lot and the sale of an additional 4 lots in the last 12 months of the Term at a minimum sale price of \$700,000 per lot".
3. The undersigned hereby further agree that the following section 29 shall be added: "29. The Borrower shall sell at least 2 lots in the first 12 months of the Term at a minimum sale price of \$600,000 per lot."
4. All other terms and conditions of the Commitment Letter shall remain the same.
5. The Borrower and Guarantor hereby agree with Hillmount Capital Inc. to be bound by the provisions of the Commitment Letter, as amended herein.

This Amendment to Commitment may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

The execution and delivery of this Amendment to Commitment by facsimile transmission or electronic mail shall be as effective and binding on the parties hereto as if this Amendment to Commitment were executed and delivered in the original.


DATED the 29 day of July, 2022.

HILLMOUNT CAPITAL INC.

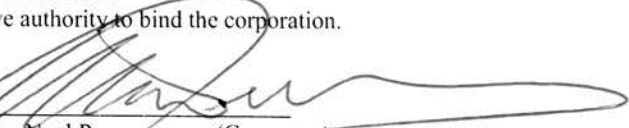
Per: 
Name: Yitz Levinson
Office: President

I have authority to bind the corporation.

ONASSA CORPORATION

Per: 
Name: Noel Perera (Borrower)
Office: President

I have authority to bind the corporation.

Per: 
Name: Noel Perera (Guarantor)

This is Exhibit "F" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

October 10, 2024

Onassa Corporation
3 - 2880 Sheffield Road
Ottawa, ON

Dear Noel:

RE: Hillmount Capital Inc. on its own behalf and as agent for Hillmount Capital Mortgage Holdings Inc. (collectively the "Mortgagee") loan secured by *inter alia* a 1st Mortgage Financing against 26 Residential Lots (1 - 4, 6-19, 49-56), Onassa Spring Subdivision, Ottawa, ON (the "Property")

We wish to confirm that, based upon and subject to the accuracy of information furnished to us, the Mortgagee has agreed to renew your mortgage financing and charge on the Property. All the terms of the original mortgage commitment dated June 3, 2022 (the "**Commitment**") and the Amendment to Commitment dated July 27, 2022 (the "**Amendment to Commitment**") and the Mortgage Security documents dated August 22, 2022 (the "**Mortgage**") will prevail subject to the following terms and conditions:

MORTGAGE BALANCE: \$6,000,000.00 (registered on title for \$6,500,000.00)

INTEREST RATE: The greater of 8.5% per annum or the RBC prime lending rate plus 3.54%

INTEREST PAYMENT: As of the date of this Mortgage Renewal and based on your Mortgage Balance, your monthly interest payment will be \$49,950.00 based on the current RBC Prime Lending Rate.

TERMS OF LOAN: Mortgage will be renewed effective September 1, 2024. Renewal period shall be for a period of 12 months, maturing on September 1, 2025.

RENEWAL FEES: The Renewal Fees outlined below are due and payable **on or before October 31, 2024.**

- Hillmount Capital Renewal Fee – \$70,000.00

Please provide a cheque made payable to Hillmount Capital Inc. You may also make payment via wire or direct deposit. Please contact us for more information.

Your acceptance of this Mortgage Renewal will be your undertaking to pay these costs whether or not this Mortgage is renewed.

Borrower(s)/Guarantor(s) Initials: NP



PAYDOWN/SALES MILESTONES: The Mortgage Renewal is conditional upon the Borrower/Guarantor meeting the following Milestones and failure to meet the following Milestones will constitute a default of the Mortgage:

1. Minimum principal paydown of \$200,000 by November 30, 2024.
2. Sale of one Lot by each of the following dates:
 - a. December 31, 2024
 - b. March 31, 2025
 - c. Should the Borrower/Guarantor fail to sell the lots by the aforementioned dates the Borrower/ Guarantor must make a principal paydown of \$100,000 by each date.
3. Sale of one Lot by each of the following dates:
 - a. June 30, 2025
 - b. August 31, 2024
 - c. Should the Borrower/Guarantor fail to sell the lots by the aforementioned dates the Borrower/ Guarantor must make a principal paydown of \$150,000 by each date.

REQUIRED DOCUMENTATION: The Mortgage Renewal is conditional upon the Borrower/Guarantor providing the following documentation to the Mortgagee **on or before October 31, 2024** and upon the Mortgagee, at its sole discretion, being satisfied with all documentation:

1. A copy of the property insurance policy indicating that it has been renewed and listing the Mortgagee as mortgagee and loss payee.
2. A property tax bill or certificate indicating that the property's realty taxes are current. Failure to provide the tax confirmation may result in a tax certificate being ordered. The cost of the certificate will be included in your discharge statement.
3. Confirmation that the company is current on any deemed trust filings and remittances (i.e. HST, source deductions and WSIB, if applicable).
4. The financials of the Borrower which are to indicate that the Borrower can afford the monthly interest payments.
5. Completion of Identity Verification via Verifast to be coordinated by Hillmount Capital.
6. The signed Mortgage Renewal and Borrower Disclosure attached hereto as Schedule A by the Borrower/Guarantor.

You may return your renewal package in one of the following ways:

Hillmount Capital Inc.
89 Tycos Drive, Suite 208
Toronto, ON M6B 1W3
Attention: Sharon Woolf
Fax: (416) 849-0321
Email: sharon@hillmount.ca

Borrower(s)/Guarantor(s) Initials: NP

This Mortgage Renewal must be executed by the Borrower/Guarantor, and all terms and conditions must be satisfied, **on or before October 31, 2024**, failing which the Mortgage Renewal will be null and void and the Mortgage shall become due and payable upon maturity. As per the Commitment, the Mortgagee or its solicitors may require certain other security, assurances and/or documents. The Borrower/Guarantor are responsible for any applicable legal fees relating to any amendments required to the Mortgage including changes to the interest rate.

Yours truly,

Hillmount Capital Inc.

Per: Sharon Woolf
Director, Fund Administration | Agent Level 2
Tel: (416) 849-0322 ext. 227
Email: sharon@hillmount.ca

ACCEPTED this 29 day of OCT, 2024.

The Borrower / Guarantor hereby accept this Mortgage Renewal and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required.

Noel Perera

Company: Onassa Corporation (**"Borrower"**)
A.S.O.: Noel Perera
I have authority to bind the corporation.

Noel Perera

Name: Noel Perera (**"Guarantor"**)

Please set out the contact information of the solicitor representing you below:

Lawyer name: George Ruggiero Law firm: SR LAW
Phone number: 416 363 2212 Email: GRuggiero@srlawpractice.com



SCHEDULE A

BORROWER DISCLOSURE - RENEWAL

Mortgage Brokerages, Lenders and Administrators Act

This document must be provided to the Borrower/Guarantor at least 21 days prior to the specified renewal date as set out in the Mortgage Renewal Agreement.

Hillmount Capital Inc. ("**Hillmount**" and/or "**Lender**") acts as the lender's mortgage brokerage, a private lender and mortgage administrator and is not in any way an agent/mortgage brokerage for the Borrower/Guarantor. Hillmount, in the view of the Borrower/Guarantor, should be considered a mortgage brokerage with loyalty and commitment to the lender on this transaction, and not the Borrower/Guarantor. Hillmount is providing no opinion on this transaction to the Borrower/Guarantor.

MORTGAGE DETAILS

A summary of the terms of the proposed mortgage renewal are as follows:

Property Address:	26 Residential Lots (1 - 4, 6-19, 49-56), Onassa Spring Subdivision, Ottawa, ON		
Loan Amount (A):	\$6,000,000.00	Mortgage Priority:	1st
Interest Rate Type:	Variable	Annual Interest Rate:	9.99%
Interest Accrues From:	1-Sep-24	Compound Period:	Monthly
Monthly Payment Amount:	\$49,950.00	Due:	1st of the month
Term (months):	12	Amortization:	0 (interest only)
Total payments over Term (B):	\$599,400.00		

Interest for each payment period is calculated against the balance owing. Each payment is applied first to the accumulated cost of borrowing and then to the outstanding principal. Any unpaid interest becomes part of the balance owing for the purposes of calculating the interest charged in future payment periods.

Where the Annual Interest Rate may change, the method of determining the Annual Interest Rate is as follows:
The greater of 8.50% per annum or the RBC prime lending rate plus 3.54%

FEES AND COSTS PAYABLE BY THE BORROWER

Lender Renewal Fee to Hillmount Capital Inc.:	\$70,000.00
Lender Legal Fees (estimated - not including HST and disbursements):	\$0.00
Lender Insurance Consultant Fee (estimate):	\$0.00
Appraisal Fees:	\$0.00
Other Lender Fees:	\$0.00
Total Fees and Costs (C):	<u>\$70,000.00</u>
Total Cost of Borrowing (B) + (C) = \$669,400.00	
Total APR:	<u>11.16%</u>

The Total Cost of Borrowing will not be increased after this Disclosure is provided to the Borrower/Guarantor and before the mortgage is renewed. The rights of the Borrower/Guarantor under the mortgage continue, and the renewal does not take effect until the day that is the later of the specified renewal date and the day that is 21 days after the Borrower/Guarantor receive this Disclosure (and subject to fulfilling all renewal conditions as outlined in the Mortgage Renewal Agreement).

Notwithstanding the amount estimated above for Lender Legal Fees and Disbursements (the "**Legal Fees**"), the Borrower/Guarantor acknowledge that they must settle the quantum of the Legal Fees with the Lender's solicitor and that the Legal Fees estimated above are not a quote.

The APR is not the contract rate of the mortgage renewal. It is the interest costs, plus the non-interest costs required to obtain the mortgage renewal, expressed as a percentage of the average mortgage balance over the term of the mortgage renewal.

The Borrower/Guarantor acknowledges that they are to arrange for the appraisal directly with the appraiser, with all appraisal costs to be negotiated by the Borrower with the appraiser, with the negotiated appraisal costs to be paid by the Borrower/Guarantor.

TERMS AND CONDITIONS

See Mortgage Commitment Letter and Mortgage Renewal Agreement for details pertaining to: prepayment privileges, transferability, method of payment, special conditions and particulars/penalties.

CONFLICT OF INTEREST DISCLOSURE

Conflicts of Interest: Hillmount is the lender's licenced brokerage and a private lender in this transaction.

Referral fees to Lender and/or Broker:

Describe any direct or indirect interest that the Lender and/or Broker has or, as currently contemplated, may acquire in the transaction for which this disclosure statement is provided.

- Mortgage - Commissions: The Broker will receive a commission and may receive contingent commissions from the Lender. Commissions are generally a fixed percentage of principal amounts of the mortgage being placed. Contingent commissions may be based on factors such as the volume of business placed with the Lender, or a certain percentage growth in the placement of business over a previous period and may be paid in cash or some other form of compensation.
- Mortgagee - Lender is an affiliated company: The Lender is also a licenced brokerage. The Lender will receive a fee as part of this transaction.
- Bonus: The Broker may receive a bonus or contingent commission from the Lender. Contingent commissions may be based on factors such as the volume of business placed with the Lender, or a certain percentage of growth in the placement of business over a previous period.
- Other Compensation: The Lender in this transaction may provide the Broker with fees or incentives dependant on the interest rate and the term(s) accepted by the Borrower. The Broker may retain the fees and incentives or may use them for the benefit of another of the Broker's clients.
- Referral - No referral fee paid: The Borrower was referred to the Lender and no referral fee is being paid to the referring party.
- Referral - Referral fee paid: The Borrower was referred to the Lender and a referral fee is being paid to

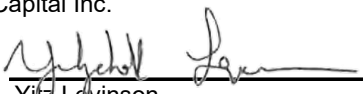
INFORMATION ON THE BROKERAGE

Hillmount is representing the following in this transaction: The Lender, not the Borrower.

Hillmount, through its brokerage licence, has acted for over 25 lenders and has acted as a Lender during the previous fiscal year.

Hillmount is presently registered and in good standing as a mortgage brokerage and mortgage administrator under the Mortgage Brokerages, Lenders and Administrators Act (Licence # 10453) with its head office at 89 Tycos Drive, Suite 208, Toronto, Ontario, M6B 1W3.

Hillmount Capital Inc.

Per: 
Yitz Levinson
Mortgage Broker Licence # M08000087

Date: 10-Oct-24

DISCLOSURE OF MATERIAL RISKS

The general risks associated with the Mortgage Renewal Agreement remain the same as was disclosed on the original mortgage transaction. These risks include: risk of falling into arrears, potential changes to monthly payments due to prime rate increases, default and foreclosure, prepayment penalties, etc.

ACKNOWLEDGMENT

I/We, the Borrower/Guarantor under the proposed mortgage renewal transaction, hereby acknowledge that I/we were provided with this Borrower Disclosure prior to signing the Mortgage Renewal Agreement from Hillmount and that I/we have read and fully understand this Borrower Disclosure provided by Hillmount.

Date: Oct 29 2024

Borrower/Guarantor: Noel Perera
Onassa Corporation

Date: Oct 29 2024

Borrower/Guarantor: Noel Perera
Noel Perera

This is Exhibit "G" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K



Mortgage Extension

September 1, 2025

Onassa Corporation
3 - 2880 Sheffield Road
Ottawa, ON

Dear Noel:

RE: Hillmount Capital Inc. on its own behalf and as agent for Hillmount Capital Mortgage Holdings Inc. (collectively the "Mortgagee") loan secured by *inter alia* a 1st Mortgage Financing against Lots 1 - 4, 6-19, 49-56 (Onassa Spring Subdivision), Ottawa, ON (the "Property")

We wish to confirm that, based upon and subject to the accuracy of information furnished to us, the Mortgagee has agreed to extend your mortgage financing and charge on the Property. All the terms of the original mortgage commitment dated June 3, 2022 (the "**Original Commitment**") the mortgage amendment dated July 27, 2022 (the "**Amendments**") and the Mortgage Renewal dated October 10, 2024 (the "**Renewal**") together with the Original Commitment and Amendment herein collectively the "**Commitment**") and the Security Documents (as defined in the Mortgage) will prevail subject to the following terms and conditions:

MORTGAGE BALANCE: \$6,121,998.68 (see attached Schedule B - Mortgage Arrears Statement)

INTEREST RATE: 11.00% per annum

INTEREST PAYMENT: As of the date of this Mortgage Extension and based on your Mortgage Balance, your monthly interest payment will be \$56,118.32.


TERMS OF LOAN: Mortgage will be extended effective September 1, 2025. Extension period shall mature on October 31, 2025.

EXTENSION FEES: The Extension Fees outlined below are due and payable **on or before September 25, 2025.**

- Hillmount Capital Extension Fee – \$20,000.00

Your acceptance of this Mortgage Extension will be your undertaking to pay these costs whether or not this Mortgage is extended.

PREPAYMENT PRIVILEGE: When not in default the Borrower shall have the right to prepay the loan at any time upon providing 30 days written notice.

Borrower(s)/Guarantor(s) Initials:  _____

REQUIRED
DOCUMENTATION:

The Mortgage Extension is conditional upon the Borrower/Guarantor providing the following documentation to the Mortgagee **on or before September 25, 2025** and upon the Mortgagee, at its sole discretion, being satisfied with all documentation:

1. A copy of the property insurance policy indicating that it has been renewed and listing the Mortgagee as mortgagee and loss payee.
2. A property tax bill or certificate indicating that the property's realty taxes are current. Failure to provide the tax confirmation may result in a tax certificate being ordered. The cost of the certificate will be included in your discharge statement.
3. Confirmation that the company is current on any deemed trust filings and remittances (i.e. HST, source deductions and WSIB, if applicable).
4. A copy of the most recent 2-years financials for Onassa Corporation.
5. The signed Mortgage Extension and Borrower Disclosure attached hereto as Schedule A by the Borrower/Guarantor.

You may return your Extension package in one of the following ways:


Hillmount Capital Inc.
89 Tycos Drive, Suite 208
Toronto, ON M6B 1W3
Attention: Sharon Woolf
Fax: (416) 849-0321
Email: sharon@hillmount.ca

This Mortgage Extension must be executed by the Borrower/Guarantor, and all terms and conditions must be satisfied, **on or before September 25, 2025**, failing which the Mortgage Extension will be null and void and the Mortgage shall become due and payable immediately.

Yours truly,

Hillmount Capital Inc.

Per: Sharon Woolf
Director, Fund Administration | Agent Level 2
Tel: (416) 849-0322 ext. 227
Email: sharon@hillmount.ca

Borrower(s)/Guarantor(s) Initials:  _____

ACCEPTED this ____ day of _____, 20____.

The Borrower / Guarantor hereby accept this Mortgage Extension and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required.



Company: Onassa Corporation ("Borrower")

A.S.O.: Noel Perera

I have authority to bind the corporation.



Name: Noel Perera ("Guarantor")



SCHEDULE A
BORROWER DISCLOSURE - EXTENSION

Mortgage Brokerages, Lenders and Administrators Act
This document must be provided to the Borrower/Guarantor at least 21 days prior to the specified Extension date as set out in the Mortgage Extension Agreement.

Hillmount Capital Inc. ("Hillmount" and/or "Lender") acts as the lender's mortgage brokerage, a private lender and mortgage administrator and is not in any way an agent/mortgage brokerage for the Borrower/Guarantor. Hillmount, in the view of the Borrower/Guarantor, should be considered a mortgage brokerage with loyalty and commitment to the lender on this transaction, and not the Borrower/Guarantor. Hillmount is providing no opinion on this transaction to the Borrower/Guarantor.

MORTGAGE DETAILS

A summary of the terms of the proposed mortgage Extension are as follows:

Property Address:	26 Residential Lots (1 - 4, 6-19, 49-56), Onassa Spring Subdivision, Ottawa, ON		
Loan Amount (A):	\$6,121,998.68	Mortgage Priority:	1st
Interest Rate Type:	Fixed	Annual Interest Rate:	11.00%
Interest Accrues From:	1-Sep-25	Compound Period:	Monthly
Monthly Payment Amount:	\$56,118.32	Due:	1st of the month
Term (months):	2	Amortization:	0 (interest only)
Total payments over Term (B):	\$112,236.64		

Interest for each payment period is calculated against the balance owing. Each payment is applied first to the accumulated cost of borrowing and then to the outstanding principal. Any unpaid interest becomes part of the balance owing for the purposes of calculating the interest charged in future payment periods.

Where the Annual Interest Rate may change, the method of determining the Annual Interest Rate is as follows:

FEES AND COSTS PAYABLE BY THE BORROWER

Lender Extension Fee to Hillmount Capital Inc.:	\$20,000.00
Lender Legal Fees (estimated - not including HST and disbursements):	\$0.00
Lender Insurance Consultant Fee (estimate):	\$0.00
Appraisal Fees:	\$0.00
Other Lender Fees:	\$0.00
Total Fees and Costs (C):	<u>\$20,000.00</u>
 Total Cost of Borrowing (B) + (C) = \$132,236.64	 Total APR: <u>12.96%</u>

The Total Cost of Borrowing will not be increased after this Disclosure is provided to the Borrower/Guarantor and before the mortgage is extended. The rights of the Borrower/Guarantor under the mortgage continue, and the extension does not take effect until the day that is the later of the specified extension date and the day that is 21 days after the Borrower/Guarantor receive this Disclosure (and subject to fulfilling all extension conditions as outlined in the Mortgage Extension Agreement).

Notwithstanding the amount estimated above for Lender Legal Fees and Disbursements (the "Legal Fees"), the Borrower/Guarantor acknowledge that they must settle the quantum of the Legal Fees with the Lender's solicitor and that the Legal Fees estimated above are not a quote.

The APR is not the contract rate of the mortgage extension. It is the interest costs, plus the non-interest costs required to obtain the mortgage extension, expressed as a percentage of the average mortgage balance over the term of the mortgage extension.

The Borrower/Guarantor acknowledges that they are to arrange for the appraisal directly with the appraiser, with all appraisal costs to be negotiated by the Borrower with the appraiser, with the negotiated appraisal costs to be paid by the Borrower/Guarantor.

TERMS AND CONDITIONS

See Mortgage Commitment Letter and Mortgage Extension Agreement for details pertaining to: prepayment privileges, transferability, method of payment, special conditions and particulars/penalties.

CONFLICT OF INTEREST DISCLOSURE

Conflicts of Interest: Hillmount is the lender's licenced brokerage and a private lender in this transaction.

Referral fees to Lender and/or Broker:

Describe any direct or indirect interest that the Lender and/or Broker has or, as currently contemplated, may acquire in the transaction for which this disclosure statement is provided.

- Mortgage - Commissions: The Broker will receive a commission and may receive contingent commissions from the Lender. Commissions are generally a fixed percentage of principal amounts of the mortgage being placed. Contingent commissions may be based on factors such as the volume of business placed with the Lender, or a certain percentage growth in the placement of business over a previous period and may be paid in cash or some other form of compensation.
- Mortgagee - Lender is an affiliated company: The Lender is also a licenced brokerage. The Lender will receive a fee as part of this transaction.
- Bonus: The Broker may receive a bonus or contingent commission from the Lender. Contingent commissions may be based on factors such as the volume of business placed with the Lender, or a certain percentage of growth in the placement of business over a previous period.
- Other Compensation: The Lender in this transaction may provide the Broker with fees or incentives dependant on the interest rate and the term(s) accepted by the Borrower. The Broker may retain the fees and incentives or may use them for the benefit of another of the Broker's clients.
- Referral - No referral fee paid: The Borrower was referred to the Lender and no referral fee is being paid to the referring party.
- Referral - Referral fee paid: The Borrower was referred to the Lender and a referral fee is being paid to


INFORMATION ON THE BROKERAGE

Hillmount is representing the following in this transaction: The Lender, not the Borrower.

Hillmount, through its brokerage licence, has acted for over 25 lenders and has acted as a Lender during the previous fiscal year.

Hillmount is presently registered and in good standing as a mortgage brokerage and mortgage administrator under the Mortgage Brokerages, Lenders and Administrators Act (Licence # 10453) with its head office at 89 Tycos Drive, Suite 208, Toronto, Ontario, M6B 1W3.

Hillmount Capital Inc.

Per: 
Yitz Levinson
Mortgage Broker Licence # M08000087

Date: 1-Sep-25

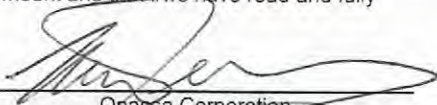
DISCLOSURE OF MATERIAL RISKS

The general risks associated with the Mortgage Extension Agreement remain the same as was disclosed on the original mortgage transaction. These risks include: risk of falling into arrears, potential changes to monthly payments due to prime rate increases, default and foreclosure, prepayment penalties, etc.

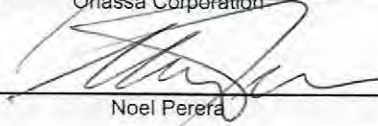
ACKNOWLEDGMENT

I/We, the Borrower/Guarantor under the proposed mortgage Extension transaction, hereby acknowledge that I/we were provided with this Borrower Disclosure prior to signing the Mortgage Extension Agreement from Hillmount and that I/we have read and fully understand this Borrower Disclosure provided by Hillmount.

Date: _____

Borrower/Guarantor: 
Onassa Corporation

Date: _____

Borrower/Guarantor: 
Noel Perera

Schedule B

Onassa Corporation

Mortgage Arrears Statement as at September 19, 2025

Lots 1 - 4, 6-19, 49-56 (Onassa Spring Subdivision), Ottawa, ON

Please be advised that the balance outstanding under the above mentioned mortgage loan is as follows:

	Total
Principal Balance as at September 19, 2025	\$ 6,000,000.00
Commitment Fee Deferral	\$ 50,000.00
Renewal Fee (September 1, 2024)	\$ 70,000.00
NSF Fees (Sep 4, 2025)	\$ 500.00
Lender Legal Fees re: PPSA Renewals	\$ 723.68
Lender Planning Consultant Fees	\$ 500.00
Mortgage Statement Fee	\$ 275.00
Total Arrears Owning - payable in certified funds **	\$ 121,998.68

You are hereby authorized and directed to make cheques payable as follows:

1. Hillmount Capital Inc.	\$ 121,998.68
TOTAL	\$ 121,998.68

**** Certified funds required**

DATED: September 19, 2025

E. & O..E.

This is Exhibit "H" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K



Mortgage Extension

November 4, 2025

Onassa Corporation
3 - 2880 Sheffield Road
Ottawa, ON

Dear Noel:

RE: Hillmount Capital Inc. on its own behalf and as agent for Hillmount Capital Mortgage Holdings Inc. (collectively the "Mortgagee") loan secured by *inter alia* a 1st Mortgage Financing against Lots 1 - 4, 6-19, 49-56 (Onassa Spring Subdivision), Ottawa, ON (the "Property")

We wish to confirm that, based upon and subject to the accuracy of information furnished to us, the Mortgagee has agreed to extend your mortgage financing and charge on the Property. All the terms of the original mortgage commitment dated June 3, 2022 (the "**Original Commitment**") the mortgage amendment dated July 27, 2022 (the "**Amendments**") and the Mortgage Renewal dated October 10, 2024 (the "**Renewal**") together with the Original Commitment and Amendment herein collectively the "**Commitment**") and the Security Documents (as defined in the Mortgage) will prevail subject to the following terms and conditions:

MORTGAGE BALANCE: \$6,161,488.13 (see attached Schedule B - Mortgage Arrears Statement)

INTEREST RATE: 11.00% per annum

INTEREST PAYMENT: As of the date of this Mortgage Extension and based on your Mortgage Balance, your monthly interest payment will be \$56,480.31.

TERMS OF LOAN: Mortgage will be extended effective November 1, 2025. Extension period shall be for a period of 3 months, maturing on February 1, 2026.

EXTENSION FEES: The Extension Fees outlined below are due and payable on the earlier of discharge or maturity.

- Hillmount Capital Extension Fee – \$20,000.00

Your acceptance of this Mortgage Extension will be your undertaking to pay these costs whether or not this Mortgage is extended.

PREPAYMENT PRIVILEGE: When not in default the Borrower shall have the right to prepay the loan at any time upon providing 30 days written notice.

Borrower(s)/Guarantor(s) Initials: _____

REQUIRED
DOCUMENTATION:

The Mortgage Extension is conditional upon the Borrower/Guarantor providing the following documentation to the Mortgagee **on or before November 25, 2025** and upon the Mortgagee, at its sole discretion, being satisfied with all documentation:

1. A property tax bill or certificate indicating that the property's realty taxes are current. Failure to provide the tax confirmation may result in a tax certificate being ordered. The cost of the certificate will be included in your discharge statement.
2. The signed Mortgage Extension and Borrower Disclosure attached hereto as Schedule A by the Borrower/Guarantor.

You may return your Extension package in one of the following ways:

Hillmount Capital Inc.
89 Tycos Drive, Suite 208
Toronto, ON M6B 1W3
Attention: Sharon Woolf
Fax: (416) 849-0321
Email: sharon@hillmount.ca

This Mortgage Extension must be executed by the Borrower/Guarantor, and all terms and conditions must be satisfied, **on or before November 25, 2025**, failing which the Mortgage Extension will be null and void and the Mortgage shall become due and payable immediately.

Yours truly,

Hillmount Capital Inc.

Per: Sharon Woolf
Director, Fund Administration | Agent Level 2
Tel: (416) 849-0322 ext. 227
Email: sharon@hillmount.ca

Borrower(s)/Guarantor(s) Initials: 

ACCEPTED this 24 day of Nov, 2025.

The Borrower / Guarantor hereby accept this Mortgage Extension and confirm their agreement with all of the terms and conditions thereof, having either obtained independent legal advice or having been satisfied that legal advice is not required.



Company: Onassa Corporation ("Borrower")

A.S.O.: Noel Perera

I have authority to bind the corporation.



Name: Noel Perera ("Guarantor")



SCHEDULE A
BORROWER DISCLOSURE - EXTENSION

Mortgage Brokerages, Lenders and Administrators Act
This document must be provided to the Borrower/Guarantor at least 21 days prior to the specified Extension date as set out in the Mortgage Extension Agreement.

Hillmount Capital Inc. ("Hillmount" and/or "Lender") acts as the lender's mortgage brokerage, a private lender and mortgage administrator and is not in any way an agent/mortgage brokerage for the Borrower/Guarantor. Hillmount, in the view of the Borrower/Guarantor, should be considered a mortgage brokerage with loyalty and commitment to the lender on this transaction, and not the Borrower/Guarantor. Hillmount is providing no opinion on this transaction to the Borrower/Guarantor.

MORTGAGE DETAILS

A summary of the terms of the proposed mortgage Extension are as follows:

Property Address:	26 Residential Lots (1 - 4, 6-19, 49-56). Onassa Spring Subdivision, Ottawa, ON		
Loan Amount (A):	\$6,161,488.13	Mortgage Priority:	1st
Interest Rate Type:	Fixed	Annual Interest Rate:	11.00%
Interest Accrues From:	1-Nov-25	Compound Period:	Monthly
Monthly Payment Amount:	\$56,480.31	Due:	1st of the month
Term (months):	3	Amortization:	0 (interest only)
Total payments over Term (B):	\$169,440.92		

Interest for each payment period is calculated against the balance owing. Each payment is applied first to the accumulated cost of borrowing and then to the outstanding principal. Any unpaid interest becomes part of the balance owing for the purposes of calculating the interest charged in future payment periods.

Where the Annual Interest Rate may change, the method of determining the Annual Interest Rate is as follows:

FEES AND COSTS PAYABLE BY THE BORROWER

Lender Extension Fee to Hillmount Capital Inc.:	\$20,000.00
Lender Legal Fees (estimated - not including HST and disbursements):	\$0.00
Lender Insurance Consultant Fee (estimate):	\$0.00
Appraisal Fees:	\$0.00
Other Lender Fees:	\$0.00
Total Fees and Costs (C):	<u>\$20,000.00</u>
Total Cost of Borrowing (B) + (C) = \$189,440.92	Total APR: <u>12.30%</u>

The Total Cost of Borrowing will not be increased after this Disclosure is provided to the Borrower/Guarantor and before the mortgage is extended. The rights of the Borrower/Guarantor under the mortgage continue, and the extension does not take effect until the day that is the later of the specified extension date and the day that is 21 days after the Borrower/Guarantor receive this Disclosure (and subject to fulfilling all extension conditions as outlined in the Mortgage Extension Agreement).

Notwithstanding the amount estimated above for Lender Legal Fees and Disbursements (the "Legal Fees"), the Borrower/Guarantor acknowledge that they must settle the quantum of the Legal Fees with the Lender's solicitor and that the Legal Fees estimated above are not a quote.

The APR is not the contract rate of the mortgage extension. It is the interest costs, plus the non-interest costs required to obtain the mortgage extension, expressed as a percentage of the average mortgage balance over the term of the mortgage extension.

The Borrower/Guarantor acknowledges that they are to arrange for the appraisal directly with the appraiser, with all appraisal costs to be negotiated by the Borrower with the appraiser, with the negotiated appraisal costs to be paid by the Borrower/Guarantor.

TERMS AND CONDITIONS

See Mortgage Commitment Letter and Mortgage Extension Agreement for details pertaining to: prepayment privileges, transferability, method of payment, special conditions and particulars/penalties.

CONFLICT OF INTEREST DISCLOSURE



Onassa Corporation

Mortgage Arrears Statement as at September 19, 2025

Lots 1 - 4, 6-19, 49-56 (Onassa Spring Subdivision), Ottawa, ON

Please be advised that the balance outstanding under the above mentioned mortgage loan is as follows:

	Total
Principal Balance as at September 19, 2025	\$ 6,000,000.00
Commitment Fee Deferral	\$ 50,000.00
Renewal Fee (September 1, 2024)	\$ 70,000.00
Extension Fee (September 1, 2025 - October 31, 2025)	\$ 20,000.00
Extension Fee (November 1, 2025 -February 1, 2026)	\$ 20,000.00
Lender Legal Fees re: PPSA Renewals	\$ 713.13
Lender Planning Consultant Fees	\$ 500.00
Mortgage Statement Fee	\$ 275.00
Total Arrears Owing - payable in certified funds **	\$ 161,488.13

You are hereby authorized and directed to make cheques payable as follows:

1. Hillmount Capital Inc.

	\$ 161,488.13
TOTAL	\$ 161,488.13

**** Certified funds required**

DATED: September 19, 2025

E. & O..E.

This is Exhibit "I" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

Properties

<i>PIN</i>	04631 - 0429 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0430 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0431 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0432 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0434 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0435 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA		
<i>Address</i>	OTTAWA		
<i>PIN</i>	04631 - 0436 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON		

Properties

PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0437 LT Interest/Estate Fee Simple

Description LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0438 LT Interest/Estate Fee Simple

Description LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0439 LT Interest/Estate Fee Simple

Description LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0440 LT Interest/Estate Fee Simple

Description LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0441 LT Interest/Estate Fee Simple

Description LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0442 LT Interest/Estate Fee Simple

Description LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510;

Properties

TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0449 LT Interest/Estate Fee Simple

Description LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0450 LT Interest/Estate Fee Simple

Description LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0469 LT Interest/Estate Fee Simple

Description LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0470 LT Interest/Estate Fee Simple

Description LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0471 LT Interest/Estate Fee Simple

Description LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0472 LT Interest/Estate Fee Simple

Description LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0473 LT Interest/Estate Fee Simple

Description LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN

Properties

OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0474 LT Interest/Estate Fee Simple

Description LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0475 LT Interest/Estate Fee Simple

Description LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0476 LT Interest/Estate Fee Simple

Description LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0500 LT Interest/Estate Fee Simple

Description LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0501 LT Interest/Estate Fee Simple

Description LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0502 LT Interest/Estate Fee Simple

Description LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311;

Properties

SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN
OC1479476; CITY OF OTTAWA

Address OTTAWA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name ONASSA CORPORATION
Address for Service 2880 Sheffield Road, Suite 3, Ottawa,
Ontario, K1B 1A4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)*Capacity**Share*

Name HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
Address for Service 89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3

Statements

Schedule: See Schedules

Provisions

Principal	\$6,500,000.00	Currency	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2024/09/01		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date	2022 09 01		
Payment Date	1st day of each month		
First Payment Date	2022 10 01		
Last Payment Date	2024 09 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Noel Perera		

Additional Provisions

Payments: Interest only monthly, on the principal balance outstanding from time to time.

Signed By

Liya Rakhshan 77 King Street West Suite 3000 PO acting for Signed 2022 08 22
Box 95 TD Centre Chargor(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 08 22
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number

Chargee Client File Number : 223289 JF/LR

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between ONASSA CORPORATION as Chargor (the "Chargor") and HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. as Chargee (the "Chargee")

ADDITIONAL PAYMENT PROVISIONS

- (a) FOR THE PURPOSES hereof, "prime rate" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of Royal Bank of Canada (the "Bank") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.
- (b) PROVIDED this Charge shall be void upon payment of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) of lawful money of Canada with interest thereon at a rate equal to the greater of (a) 5.99% per annum; or (b) 3.54% per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:
- (c) the whole of the said principal sum of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) then outstanding shall become due and payable on September 1, 2024 and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on October 1, 2022.
- (d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, if calculated based on the prime rate, shall be 3.54% per annum above the prime rate then in effect.
- (e) IN THE EVENT that it may be necessary at any time for the Chargee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Chargor acknowledges that the prime rate as hereinbefore defined on a per annum basis was 4.70% on July 28, 2022.

ADDITIONAL PROVISIONS

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statues, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Charged Property” means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (collectively, the **“Lands”**), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the **“Improvements”**), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the **“Fixtures”**), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the **“Plans”**), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the **“Leases”**), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the **“Rents”**), (g) all other agreements, including without limitation property management agreements, construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the **“Property Agreements”**), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (k) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term **“Charged Property”** shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“Chargee” means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

“Chargor” means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

“Commitment” means the Commitment Letter dated June 3, 2022 issued by Hillmount Capital Inc. to the Chargor and assigned by Hillmount Capital Inc. to Hillmount Capital Mortgage Holdings Inc., and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Costs” means all fees, costs, charges and expenses incurred by or on behalf of the Chargee for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the

foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, (e) exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agent's costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees payable to the Chargee hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. **"Costs"** will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Chargor or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced hereunder, from time to time, on account of principal, (b) all interest due hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee under the Security Documents or otherwise under and in respect of the Loan or the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment in the original principal amount of up to \$6,500,000.00 and all other amounts secured by this Charge and the other Security Documents.

"Permitted Encumbrances" means, as of any particular time, (i) any registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any governmental authority or public utility relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property, and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

- (a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the value or marketability of the Charged Property;
- (b) the same does not materially affect the validity, enforceability, or priority of this Charge; and
- (c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

“Security Documents” means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the Assignment of Rents, the General Security Agreement, the Guarantee, the Assignment of Agreements of Purchase and Sale; the Assignment of Material Project Agreements, Undertaking re sale of lots, and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees, all of which are secured by the within Charge, for the following matters in the amounts set forth:
 - a) Missed payment fee (payable for each missed or late instalment and for

processing each "NSF" cheque or other returned payment) - \$500.00 per occurrence or the amount set forth in the Commitment.

PROVIDED that if any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's Bank) to the amount owing on the Mortgage.

- b) An insurance default fee of \$300.00 for cancelled insurance and an insurance replacement fee of \$250.00 in addition to the insurance premium.
- c) Taxes - for tax status inquiry - \$100.00 plus cost of municipal tax certificate.
- d) Default proceedings (payable for each demand, action or proceeding instituted) - \$2,000.00 including without limitation \$2,000.00 for each of the following: Demand letter; Notice of Intention to Enforce Security; Notice of Sale; Statement of Claim; Summary Judgement; Writ of Possession.
- e) Possession/Eviction - for attending to take possession following default - \$5,000.00
- f) Maintenance - for administering maintenance and security on the property in Chargee's possession, per day - \$300.00.
- g) Mortgage Statements (for preparation of each Information Statement) - \$100.00.
- h) Discharge Statement and Administration fee - \$300.00 for one property or the amount set forth in the Commitment. \$100.00 for each additional property.
- i) The Chargor further agrees to pay to the Chargee an annual administration charge of \$200.00 for collection and payment of the property taxes payable annually in advance commencing on the funding date.
- j) Purchaser approval - for processing each application for assumption, whether or not approved or completed - \$300.00.
- k) Construction Administration
Advance fee: \$350.00 per advance
- l) Bank Wire Transfer Fee: \$90.00 per transfer and \$50.00 for incoming wire
- m) Miscellaneous Document Execution: Subdivision plans, non-disturbance agreements; postponement agreements; Consents for Condominium Declarations or other like documents \$50.00 per document
- n) Copy of Survey: \$25.00
- o) Courier Fee: \$35.00
- p) Long Distance Charges: \$7.50 per call (minimum) plus actual cost incurred
- q) Tax Default Fee: \$250.00 for failure by the Chargor to provide satisfactory confirmation of tax payments
- r) Post-dated cheques: \$250.00 for failure to provide post-dated cheques
- s) Administration time: \$395.00 for each hour of administrative time spent by the Chargee or its agent in dealing with issues of default related to this mortgage, excluding solicitor services

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| t) | Written requests for dishonoured cheques: | \$300.00 for each written request necessitated by the Chargor not replacing dishonoured cheques forthwith. |
| u) | Renewal Administration fee | \$300.00 |
| v) | Failure to notify the mortgage of registration of lien by the Condominium Corporation for common maintenance arrears: | \$250.00 |
| w) | Annual Insurance Administration Fee | \$395.00 |
| x) | Inspection Fee per property | \$300.00 |

The Chargee reserves the right to charge reasonable fees for other administrative services.

In the event of a further occurrence as set out herein, the administrative fees shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

Any service or administration fee plus HST if applicable, owing by the Chargor to the Chargee which is not paid forthwith after having been incurred, the same shall be added to the Indebtedness and shall bear interest at the rate herein set forth.

The Chargor agrees that if it agrees to pay the Chargee any fees during the currency of the within Charge but fails to do so then such fees shall be added to the Indebtedness and shall bear interest at the rate herein set forth. Such fees shall include but shall not be limited to renewal fees, forbearance fees etc.

The Chargor acknowledges and agrees that the service fees and/or Administration Fees and Costs provided for herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the Loan secured by this Charge.

2. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
3. The Covenantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Covenantor(s) shall have no claims against the beneficial owners of the Charge.

PRIVACY PROVISIONS

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.
- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

at: HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
89 Tycos Drive
Suite 208
Toronto, Ontario M6B 1W3

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the within Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargee's Solicitors or any other authorized agents of the Chargee shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the Lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Lands and Improvements.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the

Indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Lands and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Lands, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the "**Governmental Authorities**") under the *Income Tax Act*, Canada, the *Excise Tax Act*, Canada, the *Canada Pension Act*, Canada, the *Employment Insurance Act*, Canada, the *Retail Sales Tax Act*, Ontario, the *Fuel Tax Act*, Ontario, the *Tobacco Tax Act*, Ontario, the *Development Charges Act*, Ontario, the *Workplace Safety and Insurance Act*, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities

under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

MANAGEMENT FEE

In the event that the Chargee collects any payments of Rent due to the Chargor's default or takes possession of the Lands, the Chargee shall be entitled a management fee equal ten (10%) percent of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances the management fee is a just and equitable fee having regard to the circumstances. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the Charged Property, including professional advisors, appraisers, engineers, occupants, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by managers of like lands, which amount is deemed not to be a penalty.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all Applicable Laws including zoning by-laws, standards and work orders and not to permit the existence of any work orders, outstanding permits, deficiency notices, letters of compliance, or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default hereunder, under any Lien, a Permitted Encumbrance or any other matter set forth in the previous paragraph respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a Lien default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Companies' Creditors Arrangement Act*, R.S., c.C-25, s.1 (the "CCAA"), the *Bankruptcy and Insolvency Act*, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2 (the "BIA") or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in administering and addressing any requirements of the said Acts and to add the same to the Indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and

all security held by the Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

- a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as **“Reorganization Proceedings”**);
- b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;
- c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee’s prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the **“Chattels”**) at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

- (a) the Chattels shall be deemed to have been abandoned by the Chargor;
- (b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
- (c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
- (d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
- (e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no

disproportion between the consideration provided by the Chargee and that provided by the Chargor.

LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Fogler, Rubinoff LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting Security Documents and all electronic documents including the Charge, Notice of Assignment of Rents and Acknowledgement and Direction (collectively, the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEES MAY, unless payment has otherwise been made, deduct from the charge advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will

be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

Provided that upon giving thirty (30) days' written notice, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole of the said principal sum hereby secured on any banking day without any interest bonus and upon payment of the discharge statement administration fee as herein set out.

- (a) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.
- (b) If the Indebtedness and any of the other sums which may be due hereunder or under the Security Documents are not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

NO IMPROVEMENT

The Chargor warrants that the purpose of this Charge is not to finance an improvement on the Lands. An "improvement" when used in this paragraph, shall have the meaning ascribed thereto in the Construction Act, S.O. 2018. An improvement means any alteration, addition or repair to any building on the herein described Lands or any construction, erection or installation on the Lands.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

- (a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;
- (h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or

otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- (a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all Costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the effect of constituting the Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

- (a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any

assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and

- (d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

- (a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

- (b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

- (c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any

security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a “farmer” within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the “Act”) and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a “farmer” within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) Comprehensive on an all-risks basis, or if applicable, builder’s risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;

- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and
- (h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a “no co-Insurance” basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days’ prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Chargor to the Chargee pursuant to the Commitment, hereunder and under all other Security Documents, including

without limitation all of the following: (i) all performance and payment obligations of the Chargor to the Chargee, including payment of the Indebtedness, as provided herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Chargor to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Chargor is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or the Security Documents, to perform any obligations of the Chargor hereunder, under the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) Organization, Power and Authority

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith.

(b) Enforceability of Security Documents

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of rescission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

No Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(j) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

- (i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and
- (ii) within 120 days after the end of each fiscal year of the Chargor's operation of the Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

- (a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;
- (b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;
- (c) any representation or warranty of any Covenantor in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) any enforcement action (an "**Enforcement Action**") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;
- (e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up or termination of any Covenantor or other cancellation or suspension or its incorporation or termination of its existence;
- (f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up,

- reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the *Winding-Up and Restructuring Act (Canada)*(the “WURA”) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;
- (g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor’s rights or consents to, or acquiesces in, the filing of such petition;
 - (h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;
 - (i) any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
 - (j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;
 - (k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
 - (l) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor or (ii) the condition or value of the Charged Property;
 - (m) any part of the Charged Property is condemned or expropriated;
 - (n) if the Charged Property contains a condominium unit and any Covenantor fails to pay any common expenses or special assessments as and when due or fails to observe and comply with the *Condominium Act*, the Condominium Declaration, By-Laws or any rules and regulations of the condominium corporation;
 - (o) if the Chargor is in breach or default under any of the Permitted Encumbrances; or
 - (p) any other event of default occurs under any other of the Security Documents.

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) days notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- (a) have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and
- (d) pay from the Rents received all expenses of maintaining, preserving, protecting and

operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances, and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distraint therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distraint for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or

expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenantors or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right.

No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate chargeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

Each obligation of the Covenantors expressed in this Charge or in any of the Security Documents, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

Land Registration Reform Act

The Parties hereby exclude from this Charge all of the covenants deemed to be included by section 7(1) of the *Land Registration Reform Act (Ontario)* (the “Act”), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a “**Paper Record**”) into electronic images (each, an “**Electronic Image**”) as part of the Chargee’s normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

NO RELEASE OF COVENANTS UPON PARTIAL DISCHARGE OF MORTGAGE

In the event that one of the properties secured hereunder is partially discharged by the Chargee, such partial discharge shall not release the owner of such discharged property from his/her/its/their its covenants, including the covenant to pay the Indebtedness, contained in this Charge or in any of the other Security Documents which shall remain in full force and effect until the Indebtedness is repaid in full. This clause shall not confer any rights to the Chargor to obtain a partial discharge of this Charge except as may be otherwise set forth in this Charge.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the Indebtedness secured herein shall be secured by all of the Lands described under Properties field in the electronic Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to as a “Parcel” and all of the Parcels of land shall be collectively referred to as the “Lands”.

AND THAT:

- (a) The Charge herein shall be registered against the Lands;
- (b) Each of the Parcels shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (c) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any of the Parcels;
- (d) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

Any and all remedies pursued by the Chargee against any one of the Parcels shall not release, diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

RENEWAL REQUEST RIGHT

- (a) Provided that this Charge is in good standing and has never been in default during the term and the Chargor has made a request in writing at least 60 days prior to the Balance Due Date of this Charge that the Charge be renewed for a period of one (1) year, then this Charge may be renewed by the Chargee at the Chargee's sole, subjective and unreviewable discretion for a term of one (1) year. If such notice is not provided by the Chargor within such time, this renewal request right shall be null and void.
- (b) Provided, that at the time of renewal request, a minimum of 2 lots have been sold in the first 12 months of the term of the Loan and transferred to purchasers, at a minimum sales price of \$600,000.00 per lot and an additional 4 lots have been sold in the last 12 months term of the Loan and transferred to purchasers, at a minimum sales price of \$700,000.00 per lot and the remaining principal balance secured by this Charge represents a maximum loan to value ratio of 40% of the remaining Lands charged by this Charge;
- (c) During any renewal term, all terms and conditions of this Charge, including the interest rate, but save and except this renewal request right, shall remain the same.
- (d) The Chargor shall forthwith execute and deliver to the Chargee any renewal documentation reasonably required by the Chargee all at the sole expense of the Chargor.
- (e) The Chargor shall also pay to the Chargee at the time of the renewal, a renewal fee equal to 0.5% of the principal balance then outstanding hereunder and if not paid shall form part of the Indebtedness of the within Charge and be secured by it.
- (f) All legal fees and disbursements incurred by the Chargee in connection with any such renewal shall be borne by the Chargor.

PARTIAL DISCHARGES

PROVIDED that the Chargor, if not in default hereunder, shall be entitled to partial discharges for each lot, upon payment to the Chargee on account of principal, the greater of: (a) \$550,000.00, together with accrued interest thereon; and (b) 90% of the net sale proceeds (as hereinafter defined); and (c) the Chargee's partial discharge statement administration fee of per lot, plus legal fees.

For the purposes hereof "**net sales proceeds**" mean the gross sale price of each lot/unit/house less real estate commissions, HST, and legal fees, all subject to approval by the Chargee.

Notwithstanding the foregoing, the Chargee may, at its sole, absolute and unreviewable discretion, agree to accept \$500,000 for a partial discharge of this Charge from a lot, on a case by case basis as lots are sold, plus the Chargee's fees and legal fees.

Furthermore, the aforesaid fees, or so much thereof as has not been paid, shall be payable to the Chargee in any of the following circumstances:

- a) the sale by the Chargee of the property or any of the units under power of sale, judicial sale or otherwise;

- b) the sale by any receiver or receiver and manager of the property or any of the units whether by Court Order or otherwise; or
- c) the sale of any of the lots in bulk by the Chargor.

ADVANCES

The Commitment provides for staged advances of the monies secured hereunder pursuant to the terms of the Commitment; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

Electronic Execution: The words “execution,” “signed,” “signature,” and words of like import in the Security Documents shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be. The parties hereto agree to close the within transaction with all Security Documents to be delivered with electronic signatures.

This is Exhibit "J" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

ASSIGNMENT OF COMMITMENT

THIS ASSIGNMENT made this 4th day of August, 2022.

BY: **HILLMOUNT CAPITAL INC.**

(hereinafter called the "Assignor")

OF THE FIRST PART,

TO: **HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.**

(hereinafter called the "Assignee")

OF THE SECOND PART.

WHEREAS the Assignor issued a mortgage loan commitment in favour of Onassa Corporation dated June 3, 2022, as amended by an amendment dated July 29, 2022 (collectively, the "Commitment") in respect of 26 Lots, in the Onassa Springs Subdivision, Ottawa, Ontario and further described on Schedule "A" annexed hereto (collectively, the "Property");

AND WHEREAS the Assignor has agreed to assign the Commitment to the Assignee;

IN CONSIDERATION of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Assignee to the Assignor, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby covenant and agree as follows:

The Assignor hereby assigns all its right, title and interest in all security received for the above noted transaction, including the Commitment to the Assignee, in respect of the Property.


The Assignee agrees that the within assignment is made without any warranty or representations on the part of the Assignor and on a without recourse basis.

It is specifically acknowledged and agreed that this Assignment may be executed in several counterparts, each of which shall be deemed to be an original and that such separate counterparts shall together constitute one and the same instrument.

This Assignment may be transmitted by telecopier, or electronic mail and shall be binding upon the parties hereto as if executed and delivered in the original.


DATED the day of August, 2022.

HILLMOUNT CAPITAL INC.

Per: 
Name: Yitz Levinson
Office: President

I/we have authority to bind the corporation.

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Per: 
Name: Yitz Levinson
Title: President

I have authority to bind the corporation.

SCHEDULE "A"
Properties - Legal Description

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON

PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN

4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4,

RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN

OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

This is Exhibit "K" referred to in the
Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz)
Levinson in the City of Toronto in the Province of Ontario,
before me this 13th day of May, 2026, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

ACKNOWLEDGEMENT AND DIRECTION

Re: Electronic Registration

**TO: All Lawyers or any duly authorized employee of
FOGLER, RUBINOFF LLP ("FR") and its successor firm**

**Re: Hillmount Capital Mortgage Holdings Inc. (the "Lender") loan to
Onassa Corporation (the "Borrower")
secured by a first charge against the 26 lots, Onassa Subdivision, Ottawa, Ontario as
described on Schedule "A" annexed hereto:
(collectively, the "Property")**

This will confirm that:

1. I/we have reviewed the information contained on the documents attached hereto and this information is accurate.
2. You are authorized and directed to sign and register electronically the following documents on my/our behalf, copies of which are attached hereto.

Charge/Mortgage

Chargor: Onassa Corporation
Chargee: Hillmount Capital Mortgage Holdings Inc.
Principal: \$6,500,000.00

General Assignment of Rents

Assignor: Onassa Corporation
Assignee: Hillmount Capital Mortgage Holdings Inc.

3. You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as of the date hereof. I/we hereby acknowledge the said Agreement has been reviewed by me/us and that I/we shall be bound by its terms.
4. You are authorized to insert any information that may be required in the documents described in this Acknowledgement and Direction that may not be available to you at the time of execution of this Acknowledgement and Direction.
5. The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to me/us by my/our own independent solicitor(s), and I/we understand that I/we am party/are parties to and bound by the terms and provisions of these electronic documents to the same extent as if I/we had signed these documents.
6. I am/We are in fact the party/parties (or authorized signing officer(s) of the party/parties) named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you or to my/our own independent solicitor(s).
7. I/We hereby authorize you to make any minor, non-material alterations that may be required by the Land Registry Office to effect certification of the electronic documents described in this Acknowledgment and Direction by the Land Registry Office. In the event that any electronic documents are cancelled or withdrawn for any reason, we further authorize you to prepare new replacement electronic documents in the form required by the Land Registry Office to effect certification, and such new electronic documents may be attached to this signed Acknowledgement and Direction and shall be authorized by the undersigned as if such new electronic documents was originally attached hereto, provided that a copy of same is delivered to the undersigned prior to registration of the new electronic documents.
8. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the Registry Act (the "Director") regarding suspected fraudulent or unlawful activity or registration in connection with the document attached to this

Acknowledgement and Direction, the undersigned hereby irrevocably consents to you releasing to the Director a true copy of this Acknowledgement and Direction upon request by the Director.

9. I/We confirms that FR is not the solicitor for me/us and the undersigned confirms that I/we have received independent legal advice.
10. All documentation required to complete the transaction described above may be executed in any number of counterparts, including counterparts delivered electronically by pdf, facsimile or functionally equivalent means, and all such counterparts taken together will be deemed to constitute one and the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

DATED the day of July, 2022.

ONASSA CORPORATION

DocuSigned by:

Per: Noel Perera

Name: Noel Perera

Title: Director

I have authority to bind the corporation.

SCHEDULE "A"
Properties - Legal Description

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON

PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART

29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER

PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Properties

<i>PIN</i>	04631 - 0429	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0430	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0431	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0432	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0434	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0435	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0436	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA			
<i>PIN</i>	04631 - 0437	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON			

Properties

PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT Interest/Estate Fee Simple

Description LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT Interest/Estate Fee Simple

Description LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT Interest/Estate Fee Simple

Description LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT Interest/Estate Fee Simple

Description LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT Interest/Estate Fee Simple

Description LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT Interest/Estate Fee Simple

Description LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT Interest/Estate Fee Simple

LRO # 4 Charge/Mortgage

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Properties

Description LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT *Interest/Estate* Fee Simple

Description LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT *Interest/Estate* Fee Simple

Description LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT *Interest/Estate* Fee Simple

Description LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT *Interest/Estate* Fee Simple

Description LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT *Interest/Estate* Fee Simple

Description LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT *Interest/Estate* Fee Simple

Description LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT *Interest/Estate* Fee Simple

Description LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER

LRO # 4 **Charge/Mortgage**

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Properties

PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT Interest/Estate Fee Simple

Description LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT Interest/Estate Fee Simple

Description LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT Interest/Estate Fee Simple

Description LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT Interest/Estate Fee Simple

Description LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name ONASSA CORPORATION

Acting as a company

Address for Service 2880 Sheffield Road, Suite 3, Ottawa, Ontario, K1B 1A4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)

Capacity

Share

Name HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Acting as a company

Address for Service 89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3

Statements

Schedule:

Provisions

Principal

\$6,500,000.00

Currency

CDN

LRO # 4 **Charge/Mortgage**

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Provisions

<i>Calculation Period</i>	monthly, not in advance
<i>Balance Due Date</i>	2024/09/01
<i>Interest Rate</i>	See Schedule
<i>Payments</i>	
<i>Interest Adjustment Date</i>	2022 09 01
<i>Payment Date</i>	1st day of each month
<i>First Payment Date</i>	2022 10 01
<i>Last Payment Date</i>	2024 09 01
<i>Standard Charge Terms</i>	200033
<i>Insurance Amount</i>	Full insurable value
<i>Guarantor</i>	Noel Perera

Additional Provisions

Payments: Interest only monthly, on the principal balance outstanding from time to time.

File Number

Chargee Client File Number : 223289 JF/LR

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between ONASSA CORPORATION as Chargor (the "Chargor") and HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. as Chargee (the "Chargee")

ADDITIONAL PAYMENT PROVISIONS

- (a) FOR THE PURPOSES hereof, "prime rate" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of Royal Bank of Canada (the "Bank") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.
- (b) PROVIDED this Charge shall be void upon payment of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) of lawful money of Canada with interest thereon at a rate equal to the greater of (a) 5.99% per annum; or (b) 3.54% per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:
- (c) the whole of the said principal sum of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) then outstanding shall become due and payable on September 1, 2024 and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on October 1, 2022.
- (d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, if calculated based on the prime rate, shall be 3.54% per annum above the prime rate then in effect.
- (e) IN THE EVENT that it may be necessary at any time for the Chargee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Chargor acknowledges that the prime rate as hereinbefore defined on a per annum basis was 4.70% on July 28, 2022.

ADDITIONAL PROVISIONS

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statues, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Charged Property” means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (collectively, the **“Lands”**), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the **“Improvements”**), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the **“Fixtures”**), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the **“Plans”**), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the **“Leases”**), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the **“Rents”**), (g) all other agreements, including without limitation property management agreements, construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the **“Property Agreements”**), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (k) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term **“Charged Property”** shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“Chargee” means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

“Chargor” means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

“Commitment” means the Commitment Letter dated June 3, 2022 issued by Hillmount Capital Inc. to the Chargor and assigned by Hillmount Capital Inc. to Hillmount Capital Mortgage Holdings Inc., and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

“Costs” means all fees, costs, charges and expenses incurred by or on behalf of the Chargee for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the

foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, (e) exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agent's costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees payable to the Chargee hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. **"Costs"** will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Chargor or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced hereunder, from time to time, on account of principal, (b) all interest due hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee under the Security Documents or otherwise under and in respect of the Loan or the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment in the original principal amount of up to \$6,500,000.00 and all other amounts secured by this Charge and the other Security Documents.

"Permitted Encumbrances" means, as of any particular time, (i) any registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any governmental authority or public utility relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property, and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

- (a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the value or marketability of the Charged Property;
- (b) the same does not materially affect the validity, enforceability, or priority of this Charge; and
- (c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

“Security Documents” means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the Assignment of Rents, the General Security Agreement, the Guarantee, the Assignment of Agreements of Purchase and Sale; the Assignment of Material Project Agreements and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

1. To pay to the Chargee its administration and/or servicing fees, all of which are secured by the within Charge, for the following matters in the amounts set forth:
 - a) Missed payment fee (payable for each missed or late instalment and for

processing each "NSF" cheque or other returned payment) - \$500.00 per occurrence or the amount set forth in the Commitment.

PROVIDED that if any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's Bank) to the amount owing on the Mortgage.

- b) An insurance default fee of \$300.00 for cancelled insurance and an insurance replacement fee of \$250.00 in addition to the insurance premium.
- c) Taxes - for tax status inquiry - \$100.00 plus cost of municipal tax certificate.
- d) Default proceedings (payable for each demand, action or proceeding instituted) - \$2,000.00 including without limitation \$2,000.00 for each of the following: Demand letter; Notice of Intention to Enforce Security; Notice of Sale; Statement of Claim; Summary Judgement; Writ of Possession.
- e) Possession/Eviction - for attending to take possession following default - \$5,000.00
- f) Maintenance - for administering maintenance and security on the property in Chargee's possession, per day - \$300.00.
- g) Mortgage Statements (for preparation of each Information Statement) - \$100.00.
- h) Discharge Statement and Administration fee - \$300.00 for one property or the amount set forth in the Commitment. \$100.00 for each additional property.
- i) The Chargor further agrees to pay to the Chargee an annual administration charge of \$200.00 for collection and payment of the property taxes payable annually in advance commencing on the funding date.
- j) Purchaser approval - for processing each application for assumption, whether or not approved or completed - \$300.00.
- k) **Construction Administration**
Advance fee: \$350.00 per advance
- l) **Bank Wire Transfer Fee:** \$90.00 per transfer and \$50.00 for incoming wire
- m) **Miscellaneous Document Execution:** Subdivision plans, non-disturbance agreements; postponement agreements; Consents for Condominium Declarations or other like documents
\$50.00 per document
- n) **Copy of Survey:** \$25.00
- o) **Courier Fee:** \$35.00
- p) **Long Distance Charges:** \$7.50 per call (minimum) plus actual cost incurred
- q) **Tax Default Fee:** \$250.00 for failure by the Chargor to provide satisfactory confirmation of tax payments
- r) **Post-dated cheques:** \$250.00 for failure to provide post-dated cheques
- s) **Administration time:** \$395.00 for each hour of administrative time spent by the Chargee or its agent in dealing with issues of default related to this mortgage, excluding solicitor services

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| t) | Written requests for dishonoured cheques: | \$300.00 for each written request necessitated by the Chargor not replacing dishonoured cheques forthwith. |
| u) | Renewal Administration fee | \$300.00 |
| v) | Failure to notify the mortgage of registration of lien by the Condominium Corporation for common maintenance arrears: | \$250.00 |
| w) | Annual Insurance Administration Fee | \$395.00 |
| x) | Inspection Fee per property | \$300.00 |

The Chargee reserves the right to charge reasonable fees for other administrative services.

In the event of a further occurrence as set out herein, the administrative fees shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

Any service or administration fee plus HST if applicable, owing by the Chargor to the Chargee which is not paid forthwith after having been incurred, the same shall be added to the Indebtedness and shall bear interest at the rate herein set forth.

The Chargor agrees that if it agrees to pay the Chargee any fees during the currency of the within Charge but fails to do so then such fees shall be added to the Indebtedness and shall bear interest at the rate herein set forth. Such fees shall include but shall not be limited to renewal fees, forbearance fees etc.

The Chargor acknowledges and agrees that the service fees and/or Administration Fees and Costs provided for herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the Loan secured by this Charge.

2. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
3. The Covenantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Covenantor(s) shall have no claims against the beneficial owners of the Charge.

PRIVACY PROVISIONS

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.
- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

at: HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
89 Tycos Drive
Suite 208
Toronto, Ontario M6B 1W3

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the within Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargee's Solicitors or any other authorized agents of the Chargee shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the Lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Lands and Improvements.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the

Indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Lands and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Lands, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the "**Governmental Authorities**") under the *Income Tax Act*, Canada, the *Excise Tax Act*, Canada, the *Canada Pension Act*, Canada, the *Employment Insurance Act*, Canada, the *Retail Sales Tax Act*, Ontario, the *Fuel Tax Act*, Ontario, the *Tobacco Tax Act*, Ontario, the *Development Charges Act*, Ontario, the *Workplace Safety and Insurance Act*, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities

under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

MANAGEMENT FEE

In the event that the Chargee collects any payments of Rent due to the Chargor's default or takes possession of the Lands, the Chargee shall be entitled a management fee equal ten (10%) percent of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances the management fee is a just and equitable fee having regard to the circumstances. The Chargor acknowledges and agrees that the said management fee is a reasonable estimate of the fees to be incurred for the time, value and opportunity for dealing with the Charged Property, including professional advisors, appraisers, engineers, occupants, building inspectors, checking property taxes and insurance, maintenance and repairs, Liens or other matters usually dealt with by managers of like lands, which amount is deemed not to be a penalty.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEЕ

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all Applicable Laws including zoning by-laws, standards and work orders and not to permit the existence of any work orders, outstanding permits, deficiency notices, letters of compliance, or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default hereunder, under any Lien, a Permitted Encumbrance or any other matter set forth in the previous paragraph respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a Lien default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Companies' Creditors Arrangement Act*, R.S., c.C-25, s.1 (the "CCAA"), the *Bankruptcy and Insolvency Act*, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2 (the "BIA") or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in administering and addressing any requirements of the said Acts and to add the same to the Indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and

all security held by the Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

- a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as **“Reorganization Proceedings”**);
- b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;
- c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee’s prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the **“Chattels”**) at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

- (a) the Chattels shall be deemed to have been abandoned by the Chargor;
- (b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
- (c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
- (d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
- (e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no

disproportion between the consideration provided by the Chargee and that provided by the Chargor.

LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Fogler, Rubinoff LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting Security Documents and all electronic documents including the Charge, Notice of Assignment of Rents and Acknowledgement and Direction (collectively, the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee one-twelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEES MAY, unless payment has otherwise been made, deduct from the charge advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will

be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

Provided that upon giving thirty (30) days' written notice, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole of the said principal sum hereby secured on any banking day without any interest bonus and upon payment of the discharge statement administration fee as herein set out.

- (a) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.
- (b) If the Indebtedness and any of the other sums which may be due hereunder or under the Security Documents are not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

NO IMPROVEMENT

The Chargor warrants that the purpose of this Charge is not to finance an improvement on the Lands. An "improvement" when used in this paragraph, shall have the meaning ascribed thereto in the Construction Act, S.O. 2018. An improvement means any alteration, addition or repair to any building on the herein described Lands or any construction, erection or installation on the Lands.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

- (a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;
- (h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or

otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- (a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all Costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the effect of constituting the Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

- (a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any

assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and

- (d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

- (a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

- (b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

- (c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any

security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a “farmer” within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the “Act”) and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a “farmer” within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) Comprehensive on an all-risks basis, or if applicable, builder’s risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;

- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and
- (h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a “no co-Insurance” basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days’ prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Chargor to the Chargee pursuant to the Commitment, hereunder and under all other Security Documents, including

without limitation all of the following: (i) all performance and payment obligations of the Chargor to the Chargee, including payment of the Indebtedness, as provided herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Chargor to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Chargor is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or the Security Documents, to perform any obligations of the Chargor hereunder, under the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) **Organization, Power and Authority**

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith.

(b) **Enforceability of Security Documents**

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of rescission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) **Title**

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

No Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(j) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

- (i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and
- (ii) within 120 days after the end of each fiscal year of the Chargor's operation of the Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

- (a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;
- (b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;
- (c) any representation or warranty of any Covenantor in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) any enforcement action (an "**Enforcement Action**") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;
- (e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up or termination of any Covenantor or other cancellation or suspension or its incorporation or termination of its existence;
- (f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up,

reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the *Winding-Up and Restructuring Act (Canada)*(the “WURA”) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;

- (g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor’s rights or consents to, or acquiesces in, the filing of such petition;
- (h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;
- (i) any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
- (j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;
- (k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
- (l) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor or (ii) the condition or value of the Charged Property;
- (m) any part of the Charged Property is condemned or expropriated;
- (n) if the Charged Property contains a condominium unit and any Covenantor fails to pay any common expenses or special assessments as and when due or fails to observe and comply with the *Condominium Act*, the Condominium Declaration, By-Laws or any rules and regulations of the condominium corporation;
- (o) if the Chargor is in breach or default under any of the Permitted Encumbrances; or
- (p) any other event of default occurs under any other of the Security Documents.

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) days notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- (a) have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and
- (d) pay from the Rents received all expenses of maintaining, preserving, protecting and

operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances, and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distraint therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distraint for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or

expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenantors or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right.

No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate chargeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

Each obligation of the Covenantors expressed in this Charge or in any of the Security Documents, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

Land Registration Reform Act

The Parties hereby exclude from this Charge all of the covenants deemed to be included by section 7(1) of the *Land Registration Reform Act (Ontario)* (the “Act”), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a “**Paper Record**”) into electronic images (each, an “**Electronic Image**”) as part of the Chargee’s normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

NO RELEASE OF COVENANTS UPON PARTIAL DISCHARGE OF MORTGAGE

In the event that one of the properties secured hereunder is partially discharged by the Chargee, such partial discharge shall not release the owner of such discharged property from his/her/its/their its covenants, including the covenant to pay the Indebtedness, contained in this Charge or in any of the other Security Documents which shall remain in full force and effect until the Indebtedness is repaid in full. This clause shall not confer any rights to the Chargor to obtain a partial discharge of this Charge except as may be otherwise set forth in this Charge.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the Indebtedness secured herein shall be secured by all of the Lands described under Properties field in the electronic Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to as a “Parcel” and all of the Parcels of land shall be collectively referred to as the “Lands”.

AND THAT:

- (a) The Charge herein shall be registered against the Lands;
- (b) Each of the Parcels shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (c) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any of the Parcels;
- (d) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

Any and all remedies pursued by the Chargee against any one of the Parcels shall not release, diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

RENEWAL REQUEST RIGHT

- (a) Provided that this Charge is in good standing and has never been in default during the term and the Chargor has made a request in writing at least 60 days prior to the Balance Due Date of this Charge that the Charge be renewed for a period of one (1) year, then this Charge may be renewed by the Chargee at the Chargee's sole, subjective and unreviewable discretion for a term of one (1) year. If such notice is not provided by the Chargor within such time, this renewal request right shall be null and void.
- (b) Provided, that at the time of renewal request, a minimum of 6 lots have been sold and transferred to purchasers, at a minimum sales price of \$700,000.00 per lot and the remaining principal balance secured by this Charge represents a maximum loan to value ratio of 40% of the remaining Lands charged by this Charge;
- (c) During any renewal term, all terms and conditions of this Charge, including the interest rate, but save and except this renewal request right, shall remain the same.
- (d) The Chargor shall forthwith execute and deliver to the Chargee any renewal documentation reasonably required by the Chargee all at the sole expense of the Chargor.
- (e) The Chargor shall also pay to the Chargee at the time of the renewal, a renewal fee equal to 0.5% of the principal balance then outstanding hereunder and if not paid shall form part of the Indebtedness of the within Charge and be secured by it.
- (f) All legal fees and disbursements incurred by the Chargee in connection with any such renewal shall be borne by the Chargor.

PARTIAL DISCHARGES

PROVIDED that the Chargor, if not in default hereunder, shall be entitled to partial discharges for each lot, upon payment to the Chargee on account of principal, \$500,000.00, together with accrued interest thereon and the Chargee's partial discharge statement administration fee of per lot, plus legal fees.

Furthermore, the aforesaid fees, or so much thereof as has not been paid, shall be payable to the Chargee in any of the following circumstances:

- a) the sale by the Chargee of the property or any of the units under power of sale, judicial sale or otherwise;
- b) the sale by any receiver or receiver and manager of the property or any of the units whether by Court Order or otherwise; or
- c) the sale of any of the lots in bulk by the Chargor.

ADVANCES

The Commitment provides for staged advances of the monies secured hereunder pursuant to the terms of the Commitment; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby

covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

Electronic Execution: The words “execution,” “signed,” “signature,” and words of like import in the Security Documents shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be. The parties hereto agree to close the within transaction with all Security Documents to be delivered with electronic signatures.

Properties

<i>PIN</i>	04631 - 0429 LT
<i>Description</i>	LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0430 LT
<i>Description</i>	LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0431 LT
<i>Description</i>	LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0432 LT
<i>Description</i>	LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0434 LT
<i>Description</i>	LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0435 LT
<i>Description</i>	LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0436 LT
<i>Description</i>	LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>PIN</i>	04631 - 0437 LT
<i>Description</i>	LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON

Properties

PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

Description LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

Description LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

Description LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

Description LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

Description LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

Description LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

Properties

Description LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

Description LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

Description LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

Description LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

Description LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

Description LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

Description LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

Description LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER

LRO # 4 **Notice Of Assignment Of Rents-General**

In preparation on 2022 07 04 at 15:46

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Properties

PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT*Description* LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA*PIN* 04631 - 0500 LT*Description* LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA*PIN* 04631 - 0501 LT*Description* LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA*PIN* 04631 - 0502 LT*Description* LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA**Applicant(s)**

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

Name ONASSA CORPORATION

Acting as a company

Address for Service 2880 Sheffield Road, Suite 3, Ottawa, Ontario, K1B 1A4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Party To(s)*Capacity**Share**Name* HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Acting as a company

Address for Service 89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3**Statements**

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

This notice may be deleted by the Land Registrar when the registered instrument, CHARGE to which this notice relates is deleted

Schedule:

LRO # 4 **Notice Of Assignment Of Rents-General**

In preparation on 2022 07 04 at 15:46

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File Number

Party To Client File Number :

223289 JF/LR

THIS INDENTURE made on the 27th day of July, 2022.

B E T W E E N :

ONASSA CORPORATION

(hereinafter called the "**Mortgagors**")

OF THE FIRST PART

- A N D -

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

(hereinafter called the "**Mortgagee**")

OF THE SECOND PART

WHEREAS:

- A: The Mortgagee is advancing to the Mortgagors the sum of **Six Million Five Hundred Thousand Dollars (\$6,500,000.00)** upon the security of a Charge/Mortgage, (the "**Mortgage**") registered in the Land Titles Office for the Ottawa-Carleton Land Registry Office (No. 4) and made by the Mortgagors in favour of the Mortgagee on the security of the lands and premises owned by the Mortgagors and described herein under "Properties" on page 1 hereof, which lands and all buildings at any time thereon during the existence of the Mortgage are herein referred to as the "**Mortgaged Premises**";
- B: As a condition precedent of making the aforesaid mortgage loan, the Mortgagee has required an assignment to the Mortgagee; and its heirs successors and assigns, as additional security for the observance and performance by the Mortgagors of their covenants and agreements contained in the Mortgage, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Mortgagors under:
- (i) all present and future leases, agreements to lease and subleases of any part of the Mortgaged Premises and all tenancies, present or future licences affording any person a right to use or occupy any part of the Mortgaged Premises, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the "**Leases**" and each a "**Lease**");
 - (ii) all present and future (i) guarantees of any or all of the obligations of any tenant or any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Mortgaged Premises under a Lease (each a "**Tenant**", and collectively, the "**Tenants**"); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the "**Guarantee of Leases**").

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO (\$ 2.00) DOLLARS now paid by the Mortgagee to the Mortgagors (the receipt and sufficiency whereof is hereby acknowledged):

1. The granting of this assignment does not derogate from the Mortgagors' obligation under the Mortgage not to lease, rent or part with possession of the Mortgaged Premises without first obtaining the Mortgagee's prior written consent, which consent may be unreasonably withheld.

Subject to paragraph 2 hereof, the Mortgagors hereby assign, transfer and set over unto the Mortgagee, its heirs, executors, administrators, successors and assigns, (a) The Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the Mortgagee until all moneys owing and all obligations of the Mortgagors in respect of the Mortgage have been fully paid and fulfilled and after the Mortgage has been fully released and discharged this Agreement shall be void and of no further effect.

2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the Mortgagee shall not exercise any rights or remedies herein given to it until the Mortgagors are in default under any of the terms and provisions of the Mortgage or of this assignment. Until such default, the Mortgagors shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Mortgaged Premises. Default under this Indenture shall constitute default under the Mortgage.
3.
 - (a) At any time, whether or not the Mortgagors are in default hereunder and whether or not the Mortgagee has determined to enforce the security hereof, upon request by the Mortgagee, the Mortgagors will promptly deliver, to the extent that the same have not been previously delivered, to the Mortgagee a copy of any or all of the Leases and any Guarantees of Leases;
 - (b) The Mortgagors covenant and agree that all the obligations of the Lessor or Licensor under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obligees;
 - (c) The Mortgagors covenant and agree that they will, from time to time, on request by the Mortgagee, execute or join in the execution of and deliver to the Mortgagee any one or more of the following which shall be subject to this Indenture:
 - (i) A Specific Assignment of all of the rights, title and interest of the Mortgagors as Lessor or Licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;
 - (ii) A Specific Assignment of all the right, title and interest of the Mortgagors, as Lessor or Licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Mortgagors thereunder in the name of the Mortgagors;
4. Whenever the Mortgagors have been in default under any of the terms or provisions of the Mortgage, the Mortgagee shall be entitled to enter into possession of the Mortgaged Premises and collect the rents and revenues thereof, distrain in the name of the

Mortgagors for the same and appoint its agents to manage the Mortgaged Premises and pay such agents reasonable charges for their services and charge the same to the account of the Mortgagors; and that any agents so appointed by the Mortgagee shall have the authority and power:

- (a) to make any Lease or Leases of the Mortgaged Premises or of any part thereof at such rent and on such terms as the Mortgagee in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to Tenants as the Mortgagee in its discretion may consider proper;
 - (b) to manage generally the Mortgaged Premises to the same extent as the Mortgagors could do; and
 - (i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Mortgagors for such rents and revenues;
 - (ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Mortgagee;
 - (iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Mortgaged Premises.
5. Where any discretionary powers hereunder are vested in the Mortgagee or its agents, the same may be exercised by any officer, investment manager or manager of the Mortgagee or its appointed agents, as the case may be.
 6. Any entry upon the Mortgaged Premises under the terms of this Indenture shall not constitute the Mortgagee a "Mortgagee in Possession" in contemplation of law and the Mortgagee shall not become liable to account to the Mortgagors or credit the Mortgagors with any moneys on account of the Mortgage except those which shall come into its hands or into the hands of any agents appointed by it pursuant hereto; the Mortgagee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Mortgaged Premises as herein provided.
 7. That whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Mortgagee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, then the Mortgagee, shall redeliver possession of the Mortgaged Premises to the Mortgagors and the Mortgagors shall resume collection of the rents or revenues on the Mortgaged Premises until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Mortgaged Premises.
 8. That the Mortgagors warrant that they have not, and covenant that they shall not, at any time during the existence of the Mortgage, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises or the rents and revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee; and the Mortgagors shall not, at any time during the existence of the

Mortgage, commit, either by act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises, or receive or permit the payment of any rents or revenues by anticipation in respect thereof, except as provided in the Leases, without the consent in writing of the Mortgagee, which consent shall not be arbitrarily or unreasonably withheld.

9. That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Mortgagee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations or liabilities under the Leases or any of them.
10. The Mortgagors waive any rights of set-off against the Tenants.
11. The Mortgagors covenant and agree with the Mortgagee:
 - (a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Tenant thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Tenants without requiring such Tenants, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Mortgage hereinbefore described;
 - (b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Mortgagors shall furnish rental insurance to the Mortgagee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;
 - (c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;
 - (d) other than last month's rent, not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;
 - (e) not to discount any future accruing rents;
 - (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
 - (g) to perform all of the Mortgagors' covenants and agreements as lessor under the said Leases and not to suffer or permit to occur any release of liability of the Tenants, or any rights to the Tenants to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of the Mortgagors with respect to the said Leases received from the Tenants thereunder, and to furnish the Mortgagee with complete copies of the said notices;
 - (h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Mortgagee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the Mortgaged Premises;
 - (i) if so requested by the Mortgagee, to enforce the said Leases and all remedies available to the Mortgagors against the Tenants, in case of default under the said Leases by the Tenants;

- (j) that none of the rights or remedies of the Mortgagee under the mortgage shall be delayed or in any way prejudiced by this assignment;
 - (k) that notwithstanding any variation of the terms of the mortgage or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;
 - (l) not to alter, modify or change the terms of any Guarantees of Leases or cancel or terminate such Guarantees of Leases without the prior written consent of the Mortgagee;
 - (m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Mortgagee;
 - (n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the Mortgaged Premises;
 - (o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and
 - (p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.
12. Upon any vesting of title to the Mortgaged Premises in the Mortgagee or other party by Court Order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Mortgagors in and to the Lease shall by virtue of this instrument, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagors. The Mortgagors hereby irrevocably appoint the Mortgagee and its successors and assigns, as their agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.
13. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagors. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Mortgagors shall and do hereby agree to indemnify the Mortgagee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Mortgagee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable legal fees, shall be secured hereby, and the Mortgagors shall reimburse the Mortgagee therefore immediately upon demand.
14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage or in any other document.
15. That the rights or remedies given to the Mortgagee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Mortgagee may be entitled under the Mortgage or at law.

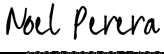
16. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be, and that all covenants and liabilities of the Mortgagors shall be joint and several.
17. A discharge of the Mortgage in favour of the Mortgagors shall operate as a reassignment of this Assignment of Rents.

PROVIDED that it is hereby agreed that in construing this Indenture the words "Mortgagor" or "Mortgagors" or "Mortgagee" or "Mortgagees", and "he", "she", "they" or "it", "his", "her", "their", or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. And that all covenants, liabilities and obligation entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Electronic execution of this Indenture including without limitation by Docusign, and transmission of this Indenture by fax or electronic mail shall be as binding on the undersigned as if this Indenture has been executed and delivered in the original.

DATED as of the date first mentioned above.

ONASSA CORPORATION

DocuSigned by:

Per: _____
A387B202D9E746C...
Name: Noel Perera
Title: President
I have authority to bind the corporation.

This is Exhibit "L" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made on the 27th day of July, 2022.

B E T W E E N :

Hillmount Capital Mortgage Holdings Inc.
(hereinafter called the " **Holder** ")

OF THE FIRST PART;

- A N D -

Onassa Corporation
(hereinafter called the " **Debtors** ")

OF THE SECOND PART;

1. Grant of Security Interest

As a general continuing security for the Indebtedness (as such term is defined in the Mortgage) of the Debtor to the Holder secured by a mortgage registered in the nominal amount of **Six Million Five Hundred Thousand (\$6,500,000.00) Dollars** (the "**Mortgage**") as provided in a mortgage from the Debtors to the Holder registered over **26 lots, Onassa Springs Subdivision, Ottawa, Ontario as described on Schedule "A" annexed hereto** (collectively, the "**Property**") the Debtors grant to the Holder a security interest in the following described property used in connection with, arising from or out of the Property (hereinafter collectively called the "**Collateral**"):

(a) Accounts Receivable

All debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by any one or more of the Debtors, and also all securities, bills, notes and other documents now held or owned by any one or more of the Debtors or anyone on behalf of any one or more of the Debtors in respect of the said debts, claims, monies and choses in action or any part hereof, and also all books and papers recording, evidencing or relating to said debts, accounts, claims, monies and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts receivable"),

(b) Inventory

All inventory of whatever kind and wherever situate now owned or hereafter acquired or reacquired by any one or more of the Debtors including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of any one or more of the Debtors, together with the products and cash and non-cash proceeds thereof (all of the foregoing being called the "inventory");

(c) Equipment

All machinery, equipment and other tangible personal property now owned or hereafter acquired or reacquired by any one or more of the Debtors and not included in subparagraphs (a) and (b) above (all of which is hereinafter called the "equipment");

(d) Intangibles

All intangible property now owned or hereafter acquired by any one or more of the Debtors and not included in subparagraph (a) and (b) above including, without limiting the generality of the foregoing, all contractual rights, goodwill, patents, trade-marks, copyrights and other industrial property and intellectual property (all of which are hereinafter called the "intangibles");

(e) Limit on Security

Notwithstanding the generality of the foregoing, the Security Interest created by this Agreement affects only such Collateral associated with, situate at or derived from the Debtors' business and assets at or from the Property.

2. Covenants

The Debtors hereby covenant and agree with the Holder as follows:

- (a) The Debtors shall from time to time forthwith on request furnish to the Holder in writing all information requested relating to the Collateral and the Holder shall be entitled from time to time to inspect the aforesaid Collateral and to take temporary custody of and make copies of all documents relating to accounts receivable and/or proceeds and for such purposes the Holder shall have access to all the premises occupied by the Debtors or where the Collateral or any of it may be found.
- (b) The Debtors shall from time to time forthwith on the Holder's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Holder of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtors hereby constitute and appoint any officer or employee of the Holder, or any receiver appointed by the Court or the Holder as hereafter set out, the true and lawful attorney of the Debtors irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtors whenever and wherever it may be deemed necessary or expedient.
- (c) The Debtors shall keep the inventory and equipment insured against loss by fire and such other risks as the Holder may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Debtors for the benefit of the Holder under the provisions of this agreement. If the Debtors neglect to provide such insurance, the Holder may obtain the same and charge the premiums therefor to the Debtors, together with interest at the rate currently charged to the Debtors under their obligations to the Holder at the date of payment of the premium by the Holder.

3. Default

Time shall be in all respects of the essence of this agreement. The Debtors shall be in default hereunder, and the security hereby constituted shall become enforceable:

- (a) If the Debtors fail to pay when due any amount owing to the Holder;
- (b) If the Debtors fail to keep and perform any of the terms and conditions of this agreement;
- (c) If any one or more of the Debtors shall become bankrupt or insolvent or shall take or attempt to take advantage of any statute for the relief of bankrupt or insolvent Debtors or if a receiver shall be appointed of any of the Debtors' assets or if the Collateral is substantially damaged or destroyed or seized under any judicial process or for rent or

otherwise confiscated;

- (d) If any execution or any other process of any court becomes enforceable against any one or more of the Debtors or if any distress or analogous process is levied upon the Collateral;
- (e) If any one or more of the Debtors ceases or threatens to cease to carry on business;
- (f) If any one or more of the Debtors makes or proposes to make any sale of its assets in bulk or out of the ordinary course of its business; or
- (g) If a resolution is passed or a petition is filed or if any order is made for the winding-up of the Debtors.

4. Remedies Upon Default

If the security hereby constituted shall become enforceable, all amounts owing hereunder shall forthwith become due and payable and the Holder may immediately sue for the entire remaining balance of the Indebtedness, and all expenses incurred by the Holder in recovering the same including all legal costs, together with interest thereon after default and until payment in full, at the rate charged by the Holder at that time on past due accounts, and the Holder shall have and may exercise all of the rights of a secured party under the Personal Property Security Act of Ontario (the "PPSA"). The Holder may also cancel any insurance on the Collateral and collect the unearned premium, for which purpose the Debtors hereby irrevocably appoint any officer of the Holder its attorney. All rights of repossession may be exercised by the Holder without notice or demand and without legal process. The proceeds of any disposition of the Collateral may, in addition to any application allowed under the PPSA, be applied to the reasonable value of time and materials furnished by the Holder in repairs and otherwise preparing the Collateral for disposition and to reasonable legal and other costs in respect of the repossession and disposition thereof. The Debtors covenant and agree to pay to the Holder on demand, any deficiency after sale of the Collateral. Should the Holder elect to retain the Collateral, all payments previously made thereon shall remain the property of the Holder as liquidated damages and not as penalty. The Debtors expressly waive all actions, claims and demands against the Holder arising out of this agreement or the repossession, resale or retention of the Collateral.

If the security hereby constituted shall become enforceable, the Debtors will, upon request by the Holder, deliver forthwith to the Holder lists or copies of all accounts receivable and/or proceeds. The Holder shall have full power to collect, compromise, endorse, sell or otherwise deal with the same in its own name or that of the Debtors and the Holder may apply any amounts received in connection therewith to any part of the Indebtedness secured hereunder as it sees fit.

All remedies of the Holder at law and hereunder are cumulative and concurrent.

5. Licensed Premises

In the event that the Charge/Mortgage to which this General Security Agreement relates (the "Charge") is secured against lands and premises (the "Charged Premises") which are licenced for the carrying on of a business or for a use of any kind, the following provisions shall be applicable:

- (a) The Debtor does hereby covenant and agree that all existing licences, permits and authorities issued by anybody or authority having licencing jurisdiction, in connection with any business or use of any kind carried on upon the Charged Premises, including any licences issued under the Liquor Licence Act (Ontario), shall as of and from the date hereof stand as security for and shall be held by the Debtor for the benefit of the Holder as security for the observance, performance and carrying out of the terms and conditions of the Charge until the monies secured therein are fully paid and satisfied.
- (b) The Debtor covenants and agrees that it has not and will not do or omit to do any act having the effect of terminating, cancelling or preventing the renewal of existing licences, permits and authorities issued by any body or authority having

licencing jurisdiction in connection with the aforementioned business or special use of any kind carried on upon the Charged Premises, and the Debtor does further covenant with the Holder that the Debtor shall comply with, observe, perform and carry out all of the provisions of all legislation governing and controlling and affecting the carrying on of the business or the use being carried on at the premises as well as complying, observing, performing and carrying out all the provisions of all the rules, regulations and directions required to keep the said licences, permits and authorities in full force and effect. It is acknowledged that failure to observe, perform and carry out the terms and conditions of this provision, resulting in cancellation of the licences, permits and authorities issued for the Charged Premises shall constitute default under the terms of the Charge and this Agreement and the whole of the principal sum and interest secured under the Charge shall, at the option of the Holder, forthwith become due and payable.

- (c) The Debtor further agrees and acknowledges that, in the event of default of payment of any monies secured by the Charge as and when such payments become due, or in the event of failure of the Debtor to observe, perform or carry out any of the covenants and agreements in the Charge or in this Agreement contained, including the conditions contained in the within paragraph, such event shall and does hereby operate to constitute the Holder as a successor and assign, subject to the approval of the body or authority or board or commission having licencing jurisdiction in connection with the aforesaid business or use carried on upon the Charged Premises such approval being for all existing licences, permits and authorities issued by the said body or authority or board or commission having such licencing jurisdiction in connection with the aforementioned business or use carried on upon the Charged Premises; provided however, this assignment is taken only as security for the due payment of the principal and interest secured by the Charge and as security for the due observance, performance and carrying out of the terms and conditions thereof, and subject to the reservation that none of the rights or remedies of the Holder shall be merged or prejudiced in any way by the acceptance of this assignment as security.
- (d) In the event of any proceedings being taken by the Holder by the reason of default being made in payment of the monies secured by the Charge, then in such event the Debtor shall be deemed to be in default hereunder and the Holder shall be entitled to exercise its rights hereunder, and to have the Holder or its nominee or assignee become holder of the above mentioned licences, permits and authorities and to apply to the body or authority or board or commission having the necessary jurisdiction for the approval of the transfer to the Holder or his nominee or assignee of all the licences, permits and authorities now or hereafter in existence in connection with any business or use carried on or being made of the Charged Premises.
- (e) This indenture further witnesses that the Debtor and the Guarantors do hereby irrevocably constitute and appoint the Holder their attorney in the premises to do and perform all acts, matters and things necessary to effectively transfer the said licences, permits and authorities and to vest the same in the Holder or its nominees or assignees to all intents and purposes as the Debtor itself could do; it being agreed that this power of attorney is only exercisable on default by the Debtor. A statutory declaration that default has occurred under and in respect of the Charge, and that such default still continues, entitling the Holder to exercise its rights hereunder, shall be conclusive evidence of the Holder's rights to exercise the power of attorney hereby given.

6. Receiver

If the security hereby constituted shall become enforceable, the Holder may, by instrument in writing, appoint any person or persons, whether an officer or officers or an employee or employees of the Holder or not, to be a receiver or receivers of all or any part of the Collateral, and may remove any receiver or receivers so appointed and may appoint another or others in his or their stead. Any such receiver shall, so far as concerns responsibility for his acts, be deemed

the agent of the Debtors and in no event the agent of the Holder, and the Holder shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such receiver. Subject to the provisions of the instrument appointing such receiver, any such receiver or receivers so appointed shall have the power to take possession of the Collateral or any part thereof and to carry on or concur in carrying on the business of the Debtors and to sell or concur in selling all or any part of the Collateral. Except as may be otherwise directed by the Holder, all monies from time to time received by such receiver shall be held in trust for and paid over to the Holder. The term "receiver" as used in this paragraph includes a receiver and manager.

7. Waiver

The Holder may waive any breach by the Debtors of any of the provisions contained in this agreement or any default by the Debtors in the observance or performance of any term or condition hereof provided always that no act or omission of the Holder shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtors or the rights resulting therefrom.

8. Payment

The Indebtedness secured hereunder shall be paid and shall be assignable free from any right of set-off or counter-claim or equities between the Debtors and the Holder.

9. Security

The security hereby constituted is in addition to and not in substitution for any other security now or hereafter held by the Holder.

10. Entire Contract

This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement or the rights of the parties other than as herein contained. No modification of this agreement shall be valid unless made in writing and signed by the parties hereto.

11. Acknowledgment

The Debtors hereby acknowledge receipt as of the date of execution of these presents of a copy of this agreement.

12. Binding Effect

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

13. Assignment

The Debtors shall not assign this agreement or any of its rights hereunder.

14. Applicable Law

This agreement and all the terms hereof shall be construed in accordance with the laws of the Province of Ontario.

15. Titles

All headings and titles in this agreement are for reference only and are not to be used in the interpretation of the terms hereof.

The undersigned hereby acknowledges receipt of a copy of this agreement.

SIGNATURES ON THE FOLLOWING PAGE

EXECUTED and DATED as of the date first mentioned above.

ONASSA CORPORATION

DocuSigned by:

Per: Noel Perera

Name: Noel Perera

Title: President

I have authority to bind the corporation.

SCHEDULE "A"
Properties - Legal Description

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON

PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF

LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

This is Exhibit "M" referred to in the
Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz)
Levinson in the City of Toronto in the Province of Ontario,
before me this 13th day of May, 2026, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

Properties

<i>PIN</i>	04631 - 0429 LT
<i>Description</i>	LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0430 LT
<i>Description</i>	LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0431 LT
<i>Description</i>	LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0432 LT
<i>Description</i>	LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0434 LT
<i>Description</i>	LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0435 LT
<i>Description</i>	LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA
<i>Address</i>	OTTAWA
<i>PIN</i>	04631 - 0436 LT
<i>Description</i>	LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON

Properties

PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0437 LT

Description LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0438 LT

Description LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0439 LT

Description LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0440 LT

Description LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0441 LT

Description LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0442 LT

Description LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510;

Properties

TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0449 LT

Description LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0450 LT

Description LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0469 LT

Description LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0470 LT

Description LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0471 LT

Description LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0472 LT

Description LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0473 LT

Description LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN

Properties

OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0474 LT

Description LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0475 LT

Description LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0476 LT

Description LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0500 LT

Description LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0501 LT

Description LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Address OTTAWA

PIN 04631 - 0502 LT

Description LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311;

Properties

SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN
OC1479476; CITY OF OTTAWA

Address OTTAWA

Applicant(s)

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

Name ONASSA CORPORATION
Address for Service 2880 Sheffield Road, Suite 3, Ottawa,
Ontario, K1B 1A4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Party To(s)*Capacity**Share*

Name HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
Address for Service 89 Tycos Drive, Suite 208, Toronto, Ontario M6B 1W3

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, OC2527591 registered on 2022/08/22 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Liya Rakhshan 77 King Street West Suite 3000 PO acting for Signed 2022 08 22
Box 95 TD Centre Applicant(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Liya Rakhshan 77 King Street West Suite 3000 PO acting for Signed 2022 08 22
Box 95 TD Centre Party To(s)
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2022 08 22
Box 95 TD Centre
Toronto
M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

File Number

Party To Client File Number : 223289 JF/LR

THIS INDENTURE made on the 27th day of July, 2022.

B E T W E E N :

ONASSA CORPORATION

(hereinafter called the "**Mortgagors**")

OF THE FIRST PART

- A N D -

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

(hereinafter called the "**Mortgagee**")

OF THE SECOND PART

WHEREAS:

- A: The Mortgagee is advancing to the Mortgagors the sum of **Six Million Five Hundred Thousand Dollars (\$6,500,000.00)** upon the security of a Charge/Mortgage, (the "**Mortgage**") registered in the Land Titles Office for the Ottawa-Carleton Land Registry Office (No. 4) and made by the Mortgagors in favour of the Mortgagee on the security of the lands and premises owned by the Mortgagors and described herein under "Properties" on page 1 hereof, which lands and all buildings at any time thereon during the existence of the Mortgage are herein referred to as the "**Mortgaged Premises**";
- B: As a condition precedent of making the aforesaid mortgage loan, the Mortgagee has required an assignment to the Mortgagee; and its heirs successors and assigns, as additional security for the observance and performance by the Mortgagors of their covenants and agreements contained in the Mortgage, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Mortgagors under:
- (i) all present and future leases, agreements to lease and subleases of any part of the Mortgaged Premises and all tenancies, present or future licences affording any person a right to use or occupy any part of the Mortgaged Premises, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the "**Leases**" and each a "**Lease**");
 - (ii) all present and future (i) guarantees of any or all of the obligations of any tenant or any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Mortgaged Premises under a Lease (each a "**Tenant**", and collectively, the "**Tenants**"); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the "**Guarantee of Leases**").

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO (\$ 2.00) DOLLARS now paid by the Mortgagee to the Mortgagors (the receipt and sufficiency whereof is hereby acknowledged):

1. The granting of this assignment does not derogate from the Mortgagors' obligation under the Mortgage not to lease, rent or part with possession of the Mortgaged Premises without first obtaining the Mortgagee's prior written consent, which consent may be unreasonably withheld.

Subject to paragraph 2 hereof, the Mortgagors hereby assign, transfer and set over unto the Mortgagee, its heirs, executors, administrators, successors and assigns, (a) The Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the Mortgagee until all moneys owing and all obligations of the Mortgagors in respect of the Mortgage have been fully paid and fulfilled and after the Mortgage has been fully released and discharged this Agreement shall be void and of no further effect.

2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the Mortgagee shall not exercise any rights or remedies herein given to it until the Mortgagors are in default under any of the terms and provisions of the Mortgage or of this assignment. Until such default, the Mortgagors shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Mortgaged Premises. Default under this Indenture shall constitute default under the Mortgage.
3.
 - (a) At any time, whether or not the Mortgagors are in default hereunder and whether or not the Mortgagee has determined to enforce the security hereof, upon request by the Mortgagee, the Mortgagors will promptly deliver, to the extent that the same have not been previously delivered, to the Mortgagee a copy of any or all of the Leases and any Guarantees of Leases;
 - (b) The Mortgagors covenant and agree that all the obligations of the Lessor or Licensor under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obligees;
 - (c) The Mortgagors covenant and agree that they will, from time to time, on request by the Mortgagee, execute or join in the execution of and deliver to the Mortgagee any one or more of the following which shall be subject to this Indenture:
 - (i) A Specific Assignment of all of the rights, title and interest of the Mortgagors as Lessor or Licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;
 - (ii) A Specific Assignment of all the right, title and interest of the Mortgagors, as Lessor or Licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Mortgagors thereunder in the name of the Mortgagors;
4. Whenever the Mortgagors have been in default under any of the terms or provisions of the Mortgage, the Mortgagee shall be entitled to enter into possession of the Mortgaged Premises and collect the rents and revenues thereof, distrain in the name of the

Mortgagors for the same and appoint its agents to manage the Mortgaged Premises and pay such agents reasonable charges for their services and charge the same to the account of the Mortgagors; and that any agents so appointed by the Mortgagee shall have the authority and power:

- (a) to make any Lease or Leases of the Mortgaged Premises or of any part thereof at such rent and on such terms as the Mortgagee in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to Tenants as the Mortgagee in its discretion may consider proper;
 - (b) to manage generally the Mortgaged Premises to the same extent as the Mortgagors could do; and
 - (i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Mortgagors for such rents and revenues;
 - (ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Mortgagee;
 - (iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Mortgaged Premises.
5. Where any discretionary powers hereunder are vested in the Mortgagee or its agents, the same may be exercised by any officer, investment manager or manager of the Mortgagee or its appointed agents, as the case may be.
 6. Any entry upon the Mortgaged Premises under the terms of this Indenture shall not constitute the Mortgagee a "Mortgagee in Possession" in contemplation of law and the Mortgagee shall not become liable to account to the Mortgagors or credit the Mortgagors with any moneys on account of the Mortgage except those which shall come into its hands or into the hands of any agents appointed by it pursuant hereto; the Mortgagee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Mortgaged Premises as herein provided.
 7. That whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Mortgagee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, then the Mortgagee, shall redeliver possession of the Mortgaged Premises to the Mortgagors and the Mortgagors shall resume collection of the rents or revenues on the Mortgaged Premises until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Mortgaged Premises.
 8. That the Mortgagors warrant that they have not, and covenant that they shall not, at any time during the existence of the Mortgage, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises or the rents and revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee; and the Mortgagors shall not, at any time during the existence of the

Mortgage, commit, either by act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises, or receive or permit the payment of any rents or revenues by anticipation in respect thereof, except as provided in the Leases, without the consent in writing of the Mortgagee, which consent shall not be arbitrarily or unreasonably withheld.

9. That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Mortgagee liable in any way, as landlord or otherwise, for the performance of any covenants, obligations or liabilities under the Leases or any of them.
10. The Mortgagors waive any rights of set-off against the Tenants.
11. The Mortgagors covenant and agree with the Mortgagee:
 - (a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Tenant thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Tenants without requiring such Tenants, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Mortgage hereinbefore described;
 - (b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Mortgagors shall furnish rental insurance to the Mortgagee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;
 - (c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;
 - (d) other than last month's rent, not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;
 - (e) not to discount any future accruing rents;
 - (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
 - (g) to perform all of the Mortgagors' covenants and agreements as lessor under the said Leases and not to suffer or permit to occur any release of liability of the Tenants, or any rights to the Tenants to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of the Mortgagors with respect to the said Leases received from the Tenants thereunder, and to furnish the Mortgagee with complete copies of the said notices;
 - (h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Mortgagee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the Mortgaged Premises;
 - (i) if so requested by the Mortgagee, to enforce the said Leases and all remedies available to the Mortgagors against the Tenants, in case of default under the said Leases by the Tenants;

- (j) that none of the rights or remedies of the Mortgagee under the mortgage shall be delayed or in any way prejudiced by this assignment;
 - (k) that notwithstanding any variation of the terms of the mortgage or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;
 - (l) not to alter, modify or change the terms of any Guarantees of Leases or cancel or terminate such Guarantees of Leases without the prior written consent of the Mortgagee;
 - (m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Mortgagee;
 - (n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the Mortgaged Premises;
 - (o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and
 - (p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.
12. Upon any vesting of title to the Mortgaged Premises in the Mortgagee or other party by Court Order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Mortgagors in and to the Lease shall by virtue of this instrument, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagors. The Mortgagors hereby irrevocably appoint the Mortgagee and its successors and assigns, as their agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.
13. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagors. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Mortgagors shall and do hereby agree to indemnify the Mortgagee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Mortgagee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable legal fees, shall be secured hereby, and the Mortgagors shall reimburse the Mortgagee therefore immediately upon demand.
14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage or in any other document.
15. That the rights or remedies given to the Mortgagee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Mortgagee may be entitled under the Mortgage or at law.


16. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be, and that all covenants and liabilities of the Mortgagors shall be joint and several.
17. A discharge of the Mortgage in favour of the Mortgagors shall operate as a reassignment of this Assignment of Rents.

PROVIDED that it is hereby agreed that in construing this Indenture the words "Mortgagor" or "Mortgagors" or "Mortgagee" or "Mortgagees", and "he", "she", "they" or "it", "his", "her", "their", or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. And that all covenants, liabilities and obligation entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Electronic execution of this Indenture including without limitation by Docusign, and transmission of this Indenture by fax or electronic mail shall be as binding on the undersigned as if this Indenture has been executed and delivered in the original.

DATED as of the date first mentioned above.

ONASSA CORPORATION

DocuSigned by:

Per: _____
Name: Noel Perera
Title: President
I have authority to bind the corporation.

This is Exhibit "N" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

ASSIGNMENT OF FUNDS

TO: Hillmount Capital Mortgage Holdings Inc. (the "**Lender**")

All capitalized but undefined terms used herein shall have the meanings ascribed thereto in the Mortgage.

- 1 In consideration of advances heretofore now or hereafter made to **ONASSA CORPORATION** (the "**Borrower**") by the Lender pursuant to the terms of the mortgage commitment dated June 3, 2022, as amended (the "**Commitment**") issued by the Lender in respect of the properties described on Schedule "A" annexed hereto (the "**Premises**") and further in consideration of the sum of TWO (\$2.00) DOLLARS and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower hereby assigns, transfers, mortgages, charges, pledges and sets over unto the Lender the sum of **\$434,000.00** (the "**Funds**") and grants security in the Funds to the Lender.

- 2 (a) The Funds shall be held as an interest reserve and shall be applied by the Lender on account of interest due on the Loan as set forth in the Commitment in respect of the loan of up to \$6,500,000.00 (the "**Loan**") secured by the a first mortgage on the Premises (the "**Mortgage**"). In the event of a default by the Borrower or upon the maturity of the loan, the Lender reserves the right to apply the Funds or the part thereof then remaining against the Indebtedness outstanding under the Mortgage, all at the Lender's sole arbitrary and subjective discretion. Upon the full application of the Funds as aforesaid, the Borrower shall be responsible for the servicing of the interest under the Mortgage from its own resources.

(b) Subject to subparagraph 2 (a) hereof, the Lender is further hereby authorized to hold the Funds, as continuing collateral and additional security for the obligations and covenants of the Borrowers contained in the Commitment, the Mortgage or any other security given by the Borrowers to the Lender pursuant to the terms of the Commitment or the Mortgage (the "**Loan Security**").

(c) Subject to subparagraph 2 (a) hereof, the Funds shall be held until the Borrower's obligations under the Commitment, the Mortgage and the Loan Security have been satisfied in full.

- 3 The Lender is hereby authorized and directed in its discretion to refuse to honour any demands for the payment of money or for the delivery of the Funds. Default by the Borrower herein under the Commitment, the Mortgage and/or the Loan Security shall entitle the Lender to employ the monies evidenced or represented by the Funds to complete and perform on behalf of the Borrower, the Borrower's obligations herein or at the option of the Lender to apply such monies or any portion thereof on account of the indebtedness of the Borrower to the Lender without prejudice to the Lender's rights to recover any balance remaining outstanding from the Borrower and without prejudice to the Lender to proceed with its default remedies pursuant to the Mortgage.

- 4 The Lender may grant extensions, take and give up securities, accept compositions, substitutions and replacements, grant releases and discharges and otherwise deal with the Borrower and with other parties whomsoever and other funds as the Lender may see fit in its absolute and unfettered discretion without affecting the indebtedness and/or liability of the Borrower to the Lender or without prejudice to the Lender's right to hold or deal with the Funds.

- 5 The Lender may at its discretion pay any portion or all of the monies evidenced by the Funds into an account of a Court of competent jurisdiction for the purposes of satisfying the Borrower's obligations under Part IV of the Construction Lien Act (Ontario) 1983 and any amendments thereto.

- 6 The Lender may at its discretion, and the Borrower hereby directs and authorizes the Lender to deduct from the monies represented by the Funds any and all costs that it may

- incur in administering the Funds and this shall be the Lender's good and sufficient, irrevocable authority for so doing.
- 7 Nothing herein shall be interpreted as a forgiveness or forbearance by the Lender to the Borrower of any portion of the liability of the Borrower to the Lender pursuant to any security document held by the Lender.
- 8 The Lender, and every employee or agent thereof as the attorney of the Borrower is hereby irrevocably authorized and directed, if necessary, at the Lender's discretion, to deal with all or any of the Funds and the Lender may delegate its powers and any delegate may sub-delegate such powers, and any of the powers and rights hereby given may, if necessary, be exercised in the name and on behalf of the heirs, executors, administrators, successors and assigns of the Borrower.
- 9 Any substitutions or replacements of the Funds shall be held by the Lender subject to the same terms and conditions and with the same powers and authorities as are hereby declared and conferred; if any payment on account of any monies owing by the Borrower be made, the Lender shall not by reason thereof be required to surrender the Funds.
- 10 This assignment shall be a continuing assignment and the Funds are in addition to and not in substitution for any other security held by the Lender and shall not operate as a merger of any contract or debt. All claims, present or future, of the Borrower against any person liable upon or for payment of any of the Funds are hereby assigned to the Lender.
- 11 The Borrower represents and warrants to the Lender that the Funds are unencumbered in any manner save as herein otherwise provided. The Borrower further represents and warrants that it has full power and authority to hypothecate and pledge the Funds to the Lender hereunder.
- 12 The Borrower hereby specifically agrees and acknowledges that nothing in this assignment shall be construed to make the Lender an "Owner" or "Payer" within the definition of those terms in the Construction Act, nor shall there be any obligation by the Lender to retain any holdbacks, or to maintain on the Borrower's behalf any holdbacks which may be required by the said legislation. Any holdbacks which may be required to be retained by the "Owner" or "Payer" shall remain solely the Borrower's obligation. The Borrower hereby covenants and agrees to comply in all respects with the provisions of the Construction Act.
- 13 The Borrower further agrees that any default by the Borrower pursuant to the provisions hereof shall be deemed to be a default under the Mortgage securing the loan contemplated by the Commitment and any default by the Borrower under the Mortgage or other security held by the Lender pursuant to the Commitment shall be a default hereunder.
- 14 This assignment shall be binding upon the Borrower and its heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Lender and its successors and assigns.
- 15 The execution and delivery of this Assignment by facsimile transmission or electronic mail shall be as effective and binding on the parties hereto as if this Assignment were executed and delivered in the original.

SIGNATURE(S) TO APPEAR ON FOLLOWING PAGE

DATED this day of August, 2022.

ONASSA CORPORATION

Per: 

Name: Noel Perera

Title: President

I have authority to bind the corporation.

SCHEDULE "A"

Properties - Legal Description

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON

PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

File No. 223289

TRUST SUMMARY

Received from new 1st mortgagee - Hillmount Capital Mortgage Holdings Inc.		\$6,000,000.00
Paid to Hillmount Capital Inc.		
Commitment fee	69,000.00	
Less: Deposit received	-7,500.00	
Commitment fee Deferral to September 1, 2023	-50,000.00	
Wiring fee	90.00	
Interest Adjustment (August 19-31)	17,608.77	
Interest Reserve	434,000.00	\$463,198.77
Paid title insurance premium for Stewart Title Guaranty Company Invoice No. 7009405 by TD Visa (Credit card ending 5065)		5,508.00
Paid LendAssure Risk Managers (Invoice 1072) fee to review insurance		452.00
Paid to Schneider Ruggiero Spencer Milburn LLP - net mortgage advance		5,515,725.42
Paid legal fees and disbursements - Fogler, Rubinoff LLP		14,365.81
Amount remaining in trust on account of holdback for unbilled disbursements		750.00
	\$6,000,000.00	\$6,000,000.00

E. & O. E.



STATEMENT OF MORTGAGE ADVANCE

Re: Hillmount Capital Mortgage Holdings Inc. (the "**Lender**") loan to Onassa Corporation (the "**Borrowers**") as guaranteed by Noel Perera (the "**Guarantor**") on the security of, inter alia, a mortgage on 26 lots, Onassa Spring Subdivision, Ottawa, Ontario as described on Schedule "A" annexed hereto (collectively, the "**Lands**")
Our File No. 44251

Date: August 19, 2022

Advance funds received from the Lender		\$5,515,725.42
<u>Deductions:</u>		
Meridian Credit Union Limited (Mortgage Payout)*	4,940,079.51	
Home Trust Company (Mortgage Payout)*	223,398.58	
Schneider Ruggiero Spencer Milburn LLP (legal fees, HST and disbursements)	9,700.00	
Onassa Corporation	342,547.33	
	<u>\$5,515,725.42</u>	<u>\$5,515,725.42</u>

E. & O. E.

* payouts calculated with per diem valid to August 22, 2022 until 1:00 p.m.



This is Exhibit "O" referred to in the Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz) Levinson in the City of Toronto in the Province of Ontario, before me this 13th day of May, 2026, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

**ASSIGNMENT OF RIGHTS UNDER
AGREEMENTS OF PURCHASE AND SALE**

THIS ASSIGNMENT made this 27th day of July, 2022.

BY: Onassa Corporation
(hereinafter called the "**Assignor**")

OF THE FIRST PART,

TO: Hillmount Capital Mortgage Holdings Inc.
(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS the Assignor is the registered owner of the lands more particularly described in Schedule "A" attached hereto (hereinafter called the "**Lands**");

AND WHEREAS the Assignor is or is about to become indebted to the Assignee in the sum of up to **Six Million Five Hundred Thousand Dollars (\$6,500,000.00)** pursuant to the terms of a commitment letter from Hillmount Capital Inc. in favour of the Assignor dated June 3, 2022 (the "**Commitment**") wherein the Assignee has agreed to provide financing for **26 lots, Onassa Subdivision, Ottawa** (the "**Project**");

AND WHEREAS the Assignor has entered into and/or will be entering into Agreements of Purchase and Sale for the sale of lots/units in the Project (hereinafter called the "**Agreements**");

AND WHEREAS as additional security to the Commitment, the Assignor has agreed to assign to the Assignee all its rights, benefits and privileges under the Agreements together with any and all deposits and sale proceeds either received or to be received by the Assignor pursuant to the Agreements;

NOW THEREFORE this agreement witnesseth that in consideration of TWO DOLLARS (\$2.00) and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee all its rights, benefits and privileges under the Agreements together with any and all deposits and sale proceeds either received or to be received by the Assignor pursuant to the Agreements.

2. Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly understood and agreed, notwithstanding anything herein contained to the contrary, that the Assignee shall not exercise any of the rights or powers herein conferred upon it (except for the Assignee's right to receive all sale proceeds (including deposits) received or to be received by the Assignor pursuant to the Agreements, or any one of them), until default shall occur under the terms and provisions of this assignment or under the Commitment, but upon the occurrence of any such default, this assignment shall constitute a direction and full authority to any purchaser under the Agreements, or any one of them, to deal with respect to all matters of the Agreements, or any one of them, exclusively with the Assignee as if the Assignee was the vendor thereunder, and such purchaser is hereby irrevocably authorized and directed by the Assignor to rely upon any notice from the Assignee as to the authority to act as the vendor in all respects pursuant to the Agreements, or any one of them, without requiring any further proof of such authority but such assignment shall not impose any liability on the Assignee as more fully set out in paragraph 4 hereof.

3. It is agreed and understood that all purchasers' deposits received by the Assignor will be applied as follows, in accordance with the provisions of the Commitment:

- (i) All deposits are to held in a solicitor's trust account of a solicitor approved by the Assignee, and the Assignor hereby irrevocably undertakes to remit the deposits received as aforesaid, and the Assignor's failure to do so, at the Assignee option, is an event of default hereunder and under the Commitment; and
- (ii) If the Assignee grants specific written approval to the Assignor to permit the deposits to be used in the Project, then it is agreed by the Assignor and the Guarantors hereinafter mentioned that the Hard Cost Facility (as referred to in the Commitment) or the first facility being utilized by the Assignor will be reduced by the amount of the deposits used in the Project.

4. In the exercise of the powers herein granted to the Assignee no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Agreements, or any one of them, unless and until the Assignee expressly and specifically agrees to do so in writing by separate instrument and until such time all parties shall look strictly to the Assignor for the performance and discharge of any and all obligations under the Agreements, or any one of them. The Assignor shall and does hereby agree to indemnify the Assignee from and to save and hold it harmless of and from any and all liabilities, losses, expenses, costs or damages which it may or might incur by reason of this assignment.

5. The Assignor hereby agrees to deliver to the Assignee any and all copies of the Agreements presently existing and all future Agreements and not to amend, vary or in any other manner deal with the Agreements, or any one of them, without the Assignee's written consent until this assignment is exercised or released or re-assigned by the Assignee to the Assignor.

6. The Assignor and the Assignee agree that failure of the Assignor to deliver to the Assignee all original Agreements, or any one of them, or to perform any other obligation under this Agreement shall be deemed a default pursuant to the Commitment.

7. Nothing herein shall be deemed a derogation from or waiver of the rights of each purchaser under the Agreements, or any one of them, as against the Assignor pursuant to the terms of the Agreements, or any one of them.

8. This Assignment is given as further security for the performance of the Assignor's obligations under the Commitment and, in the event of the exercise of the Assignee rights hereunder, the Assignee shall have the right to apply any sale proceeds or deposits received by it hereunder at its discretion as against principal, interest or costs owing pursuant to the Commitment provided always that upon satisfaction in full of the indebtedness owing to the Assignee under the Commitment, all rights, benefits and privileges under the Agreements shall be deemed to be re-assigned and the Assignee shall account for any excess monies held by it pursuant hereto (if any) to the Assignor.

9. The Assignor represents and warrants that it has the authority to assign its rights, benefits and privileges under the Agreements and that it has not already assigned said rights, benefits and privileges to another party.

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

11. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument. Electronic execution of this Agreement including without limitation by DocuSign, and by fax or electronic mail shall be as binding on the undersigned as if this Agreement has been executed and delivered in the original.

IN WITNESS WHEREOF the parties have executed these presents under their respective hands and seals duly attested to by their proper signing officers in that regard duly authorized.

SIGNATURE ON THE FOLLOWING PAGE

DATED as of the date first mentioned above.

ONASSA CORPORATION

DocuSigned by:
Per: Noel Perera
Name: Noel Perera
Title: President

I have authority to bind the corporation.

The undersigned Guarantor executes this agreement to acknowledge the provisions of paragraph 3 hereof.

GUARANTOR
DocuSigned by:
Noel Perera
Noel Perera

SCHEDULE "A"

**SCHEDULE "A"
Properties - Legal Description**

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON

PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

Province of Ontario

Ottawa-Carleton Land Registry (NO. 04)

This is Exhibit "P" referred to in the
Affidavit of Itzhak (Yitz) Levinson affirmed by Itzhak (Yitz)
Levinson in the City of Toronto in the Province of Ontario,
before me this 13th day of May, 2026, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA
LSO #90908K

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

THIS AGREEMENT is made on the 27th day of July, 2022.

BY:

ONASSA CORPORATION (the “Assignor” or the “Borrower”)

IN FAVOUR OF:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. (the “Assignee”)

WHEREAS the Borrower has requested the Loan to finance the Project and the Assignee has agreed to make the Loan available to the Borrower on and subject to the terms and conditions set forth in the Security Documents;

AND WHEREAS in order to secure the repayment of the Indebtedness, the Assignor has agreed to assign its security in the Material Project Agreements to the Assignee;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE ONE
INTERPRETATION

1.01 **Definitions**

In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized terms not defined herein shall have the meanings ascribed to them in the Charge, and the following terms shall have the following meanings:

- (a) **“Agreement”** means this agreement and all amendments made hereto by written agreement between the parties.
- (b) **“Charge”** means the a Charge/Mortgage in the principal amount of SIX MILLION FIVE HUNDRED THOUSAND Dollars (\$6,500,000.00) given by the Assignor in favour of the Assignee respecting Property, as the same may be amended, supplemented, extended, renewed, restated, replaced or superseded from time to time.
- (c) **“Contract”** means contracts or agreements listed on Schedule "B" annexed hereto
- (d) **“Project”** means development of 26 lots on the Property.
- (e) **“Property”** the lands and premises legally described in Schedule “A” annexed hereto;
- (f) **“Material Project Agreements”** means collectively, the Contract and all other agreements, documents and instruments entered into, assigned to or obtained by the Assignor affecting or relating to the Charged Property, the development of the Project and including without limitation the agreements listed on Schedule “B”, as well as all material licenses, permits, building and development permissions, agreements, plans, specifications, working drawings, performance bonds, letters of credit and letters of guarantee pertaining to the development, construction or operation of the Charged Property and shall include all amendments and modifications thereof and all instruments supplemental thereto from time to time entered into.

1.02 **Interpretation Not Affected By Headings Etc.**

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 **Extended Meaning**

A reference to any one or more of the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE TWO
ASSIGNMENT, ETC.

2.01 **Assignment**

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assigns, transfers and sets over to and in favour of the Assignee, to the extent that such are capable of assignment, as and by way of a fixed and specific assignment, all of its right, title, estate and interest in, to, under and in respect of:

- (a) any and all Material Project Agreements;
- (b) all benefit, power and advantage of the Assignor to be derived from the Material Project Agreements and all covenants, obligations, agreements, and undertakings of the other parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all revenues and other moneys now due and payable or hereafter to become due and payable to the Assignor under the Material Project Agreements or in connection therewith, with full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other moneys; and
- (d) all books, accounts, invoices, letters, papers, contracts and documents in any way evidencing or relating to the Material Project Agreements;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Charge.

This Agreement shall be held by the Assignee as additional security for the due payment of all principal moneys, interest and other moneys payable by the Assignor pursuant to the Charge and all other Security Documents and for the repayment by the Assignor of the Indebtedness.

2.02 **Performance of Obligations**

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Project Agreements and will use all reasonable commercial efforts to cause the other parties to each Material Project Agreement to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.03 **No Liability**

Nothing herein contained shall render the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible liable to any person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under any Material Project Agreement and the Assignor hereby indemnifies and agrees to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever of any person arising directly or indirectly in connection therewith.

2.04 **Service and Registration**

The Assignee shall have the right at any time to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.05 **Attorney of the Assignor**

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby each so irrevocably appoints and authorizes the Assignee), may, at any time and from time to time after the occurrence and during the continuance of an Event of Default under the Charge exercise any of the rights, powers, authority and discretion which under the terms of any Material Project Agreement could be exercised by the Assignor with respect to such Material Project Agreement.

2.06 **Performance Until Default**

Until the Assignee enforces any of its rights herein contained, the Assignor shall, subject to the express terms of the Charge and this Agreement, be entitled to deal with the Material Project Agreements and enforce all of its benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Project Agreements and the immediate attachment thereof. If an Event of Default under the Charge occurs and is continuing, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Project Agreements in its place and stead all of which is hereby consented to by the Assignor.

2.07 **Bona Fides**

The Assignor shall not execute or enter into a Material Project Agreement unless same is executed or entered into by it in the ordinary course of business, at arm's length or upon arm's length terms and in good faith, and on such terms as are consistent with the practice of a reasonable and prudent owner of property similar in nature, condition and location to the Charged Property and unless the same does not adversely affect the interest of the Assignee under this Agreement or the Charge.

ARTICLE THREE
COVENANTS**3.01** **Covenants**

The Assignor hereby covenants and agrees with the Assignee that it shall use reasonable commercial efforts to ensure that any Material Project Agreement it enters into after the date hereof shall be capable of assignment and capable of further assignment by the Assignee, its successors and assigns or by any receiver or receiver and manager after and during the continuance of an Event of Default. To the extent that any such Material Project Agreement is incapable of assignment, the Assignor agrees that it shall hold any such agreement in trust for the Assignee and that, in the event of occurrence and during the continuance of an Event of Default under the Charge, it shall act as agent for the Assignee and will perform all of the liabilities and obligations under such agreements as the Assignee may so direct and hold all benefit of any such agreement in trust for the Assignee.

ARTICLE FOUR
DEFAULT**4.01** **Rights of Assignee Upon Default**

Whenever an Event of Default has occurred and is continuing under the Charge, without limiting the rights of the Assignee under or pursuant to this Agreement, the Charge or otherwise provided by law, the Assignee shall have the authority:

- (a) to the extent permitted by the Material Project Agreements, to renew, amend or otherwise deal with the Material Project Agreements on such terms and conditions as the Assignee may determine, acting reasonably, all in the name of the Assignor;
- (b) to perform, acting reasonably, at the expense of the Assignor, any and all obligations or covenants of the Assignor under the Material Project Agreements and to enforce performance by any party to the Material Project Agreements of its obligations, covenants and agreements thereunder, all in the name of such Assignor and at the Assignor's sole cost and expense, including reasonable legal fees and disbursements on a substantial indemnity basis, all of which amounts shall be immediately due and payable, shall form part of the Indebtedness secured by the Charge, and shall be a charge on the Charged Property until paid; and
- (c) to exercise, acting reasonably, any of the rights, powers and discretions which under the terms of the Material Project Agreements or any of them could be exercised by the Assignor.

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible.

4.02 **Exercise of Powers**

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or employee of the Assignee or its appointed agents, as the case may be.

ARTICLE FIVE
GENERAL

5.01 **No Release**

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Project Agreements thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (d) any merger, consolidation or amalgamation of the Assignor into or with any other person; or
- (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.02 **No Partnership**

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.03 **Rights and Remedies Cumulative**

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Charge or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.04 **Time of Essence**

Time shall be of the essence of this Agreement.

5.05 **Notices**

Any demand, notice or communication to be made or given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when given in accordance with the provisions of the Charge.

5.06 **Waiver**

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.07 **Amendments**

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.08 Joint and Several

The obligations of the Assignor hereunder shall be joint and several.

5.09 Termination of this Agreement

The provisions of this Agreement shall remain in full force and effect as general and continuing collateral security until payment in full of all monies, the performance of all Obligations, and until the Lender has no further obligation to provide the Loan under the Commitment. If the Assignor pays the Obligations, the Assignors perform, satisfy and extinguish all Indebtedness, and if the Lender no longer has any further obligation to provide or continue to provide the Loan to the Assignor pursuant to the Commitment, this Agreement shall be and become fully ended and terminated and all right, title, interest and benefit of the Assignor in, to, under or in respect of the Material Project Agreements shall automatically revert to the Assignor or their successors or assigns, all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee, upon the request and at the expense of the Assignor, shall execute such instruments, discharges or re-assignments and give such notification or assurances as the Assignor may properly require to fully release, discharge and cancel this Agreement in the circumstances.

5.10 After-Acquired Property

The Assignor covenant and agree that if and to the extent that its right, title and interest in any Material Project Agreement is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Project Agreement at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Project Agreement shall be absolute, fixed and specific, subject.

5.11 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Project Agreements. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.12 Conflict

This Agreement has been entered into subject to the terms and conditions of the Commitment and, if there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Commitment, the terms and conditions of the Commitment shall prevail and this Agreement shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Commitment, the existence of such additional remedies in this Agreement shall not constitute a conflict or inconsistency with the provisions of the Commitment.

5.13 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Commitment. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Commitment.

5.14 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.16 Binding On Successors, Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5.17 Counterparts and Electronic Execution.

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument. Electronic execution of this Agreement including without limitation by Docusign, and by fax or electronic mail shall be as binding on the undersigned as if this Agreement has been executed and delivered in the original.

SIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date first written above.

ONASSA CORPORATION

DocuSigned by:
Noel Perera
Per: _____
Name: Noel Perera
Title: President

I have authority to bind the corporation.

SCHEDULE "A"
Properties - Legal Description

PIN 04631 - 0429 LT

LOT 1, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 20 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0430 LT

LOT 2, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 21 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 21 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0431 LT

LOT 3, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 ON PLAN 4R-26714 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 22 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0432 LT

LOT 4, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 23 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0434 LT

LOT 6, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 25 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 25 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0435 LT

LOT 7, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-

26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 26 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0436 LT

LOT 8, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 27 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 27 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0437 LT

LOT 9, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 28 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 28 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0438 LT

LOT 10, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 16 AND 17 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 37 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 16 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0439 LT

LOT 11, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 15 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0440 LT

LOT 12, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PART 14 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 14 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0441 LT

LOT 13, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 31 AND 32 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 32 AND 33 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 31 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0442 LT

LOT 14, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450567. SUBJECT TO AN EASEMENT OVER PARTS 35 AND 36 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 34 AND 35 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 36 PLAN 4R26704 AS IN OC1444542; CITY OF OTTAWA

PIN 04631 - 0449 LT

LOT 21, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PARTS 42 AND 43 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 40 AND 43 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0450 LT

LOT 22, PLAN 4M1472. SUBJECT TO AN EASEMENT IN GROSS OVER PART 45 ON PLAN 4R-26704 AS IN OC1448684. SUBJECT TO AN EASEMENT OVER PART 45 ON PLAN 4R-26704 AS IN OC1450818.; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PARTS 12 AND 13 ON PLAN 4R-26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PART OF LOT 25, CONCESSION 4, RIDEAU FRONT (NEPEAN) BEING PART 11 ON PLAN 4R-26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 44 AND 45 PLAN 4R26704 AS IN OC1444536; CITY OF OTTAWA

PIN 04631 - 0469 LT

LOT 1, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 42 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0470 LT

LOT 2, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 1 AND 43 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART

29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0471 LT

LOT 3, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 2 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0472 LT

LOT 4, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 3 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0473 LT

LOT 5, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 4 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 4 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0474 LT

LOT 6, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 5 AND 44 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 5 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0475 LT

LOT 7, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 45 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0476 LT

LOT 8, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 46 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 30 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PART

29 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 29 PLAN 4R26704 AS IN OC1448684; CITY OF OTTAWA

PIN 04631 - 0500 LT

LOT 32, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 36 AND 37 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 10 PLAN 4R26704 AS IN OC1444536; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 AND 37 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 36 & 37 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0501 LT

LOT 33, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PART 38 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 38 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

PIN 04631 - 0502 LT

LOT 34, PLAN 4M1487. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479483. SUBJECT TO AN EASEMENT OVER PARTS 39 AND 56 PLAN 4R27019 AS IN OC1479507.; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PARTS 12 AND 13 PL 4R26071 AS IN CR560510; TOGETHER WITH AN EASEMENT OVER PT LT 25 CON 4, RIDEAU FRONT, NEPEAN, PART 11 PL 4R26071 AS IN CR557035; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1444542; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 PLAN 4R26704 AS IN OC1448684; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 ON PLAN 4R-27019 AS IN OC1479311; SUBJECT TO AN EASEMENT IN GROSS OVER PART 39 PLAN 4R27019 AS IN OC1479476; CITY OF OTTAWA

SCHEDULE "B"
Contracts/Agreements

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

**HILLMOUNT CAPITAL MORTGAGE
HOLDINGS INC.**

- and -

ONASSA CORPORATION

Applicant

Respondent

Court File No. CV-26-00104135-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Ottawa, Ontario

APPLICATION RECORD
(Volume 1 of 2)

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