

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

(Court Seal)

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

and

12411300 CANADA INC.

Respondent

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

APPLICATION RECORD

July 21, 2022

**SCALZI PROFESSIONAL
CORPORATION**

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-and-

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Lawyer acting as agent to
Scalzi Professional Corporation

TO **12411300 CANADA INC.**
450 Sandlewood Road
Oakville, ON L6L 3S4

-AND-

12411300 CANADA INC
c/o Volodymir Burko
450 Sandlewood Road
Oakville, ON L6L 3S4

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Court File No.

ONTARIO
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COMMERCIAL LIST

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NOTICE OF APPLICATION

TO THE RESPONDENT

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

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

- In writing
- In person
- By telephone conference
- By video conference

at the following location:

Meeting ID: 673 8501 8719
Passcode: 394684

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(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

On **July 22, 2022**, at **10:00 AM**, before a judge presiding over the Commercial List *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO **12411300 CANADA INC.**
450 Sandlewood Road
Oakville, ON L6L 3S4

-AND-

12411300 CANADA INC
c/o Volodymir Burko
450 Sandlewood Road
Oakville, ON L6L 3S4

Respondent

-3-

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APPLICATION

1. The Applicant, Triple-I Capital Partners Limited (“**Triple-I**”), makes application for an order substantially in the form attached as **Schedule “A”** (the “**Receivership Order**”):

- (a) appointing Crowe Soberman Inc. (“**Crowe**”) as receiver of all present and future personal property, business and undertaking (the “**Property**”) of 12411300 Canada Inc. (the “**Debtor**”);
- (b) validating service of the notice of application and the application record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served; and
- (c) Such further and other Relief as to this Honourable Court may deem just.

2. The grounds for the application are:

Overview

- (a) Triple-I brings this application for the appointment of a receiver over the Property pursuant to the loan and security agreements made between the parties.
- (b) The Debtor operates two medical clinics located in Mississauga and Brampton, Ontario called Erin Mills Health & Wellness Centre. The Debtor’s primary business is the distribution of medical supplies. Until May 2022, the Debtor operated its business from its 18,201 square foot building located on the property municipally known as 237B Advance Blvd. Brampton, ON, L6T 4J2 (the “**Real Property**”). The Real Property is approximately 0.85 acres of industrial land.

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- (c) The Debtor is in default of the loan and security agreements between the parties for, among other things, failing to pay all outstanding amounts owed to Triple-I when the loan came due on May 1, 2022. The Debtor is also in default of the loan documents for failing to pay municipal property taxes for the Real Property when due, and granting a subsequent encumbrance against the Real Property.

Background

- (d) Triple-I advanced a loan of \$6,400,000 to the Debtor (the “**Loan**”) pursuant to the terms of a mortgage loan commitment agreement dated April 15, 2021 (the “**Mortgage Agreement**”).
- (e) As security for the Loan, Triple-I took a charge (the “**Mortgage**”) against the Real Property, which is registered against title to the Real Property.
- (f) The maturity date of the Loan was May 1, 2022.
- (g) The Debtor was required to make interest only payments to Triple-I on a monthly basis until the maturity date, when the entirety of the Loan was due.
- (h) As additional security for the Loan, the Debtor provided Triple-I with a general security interest over, among other things, all of the Debtor’s present and after-acquired property pursuant to a general security agreement, dated April 20, 2021 (the “**GSA**”).
- (i) A search conducted against the Debtor under the personal property registration system discloses only Triple-I’s registrations against the Debtor.

Defaults and Notice

- (j) The Debtor is in default of both the Mortgage Agreement and the GSA for, among other things, failing to make payments as required under the Mortgage Agreement.
- (k) The Loan matured and was repayable in full on May 1, 2022. However, the Debtor failed to repay the Loan on that date in default of both the Mortgage Agreement and the GSA.
- (l) As of July 11, 2022, the total amount outstanding under the Mortgage Agreement is \$6,865,153.76.
- (m) Additionally, pursuant to the Mortgage Agreement and the GSA, the Debtor is required to (among other things) pay municipal property taxes when due.
- (n) The Debtor has failed to pay municipal taxes to the City of Brampton since 2021. As of May 5, 2022, the total outstanding tax arrears was \$53,173.86, including \$48,839.72 in taxes and \$4,334.14 in penalties and interest (“**Tax Arrears**”).
- (o) Pursuant to its rights under Schedule “A” of the Mortgage, Triple-I satisfied the Tax Arrears on May 10, 2022, and added this amount to the total amount outstanding under the Loan.
- (p) On December 29, 2021, the Debtor granted a subsequent \$2 million charge on the Real Property in breach of Schedule “A” of the Mortgage Agreement.
- (q) As a result of the Debtor’s breaches of the Mortgage Agreement and the GSA, Triple-I issued a notice of intention to enforce security, dated June 10, 2022.

Receivership

- (r) Triple-I has lost all confidence in the Debtor's ability to protect its collateral.
- (s) The Debtor has not satisfied Triple-I's attempts to obtain information regarding the status of the collateral. The Debtor has also failed to provide Triple-I with access to the Real Property.
- (t) Schedule "A" of the Mortgage Agreement provides that Triple-I has the right to appoint a receiver over the Real Property in the event that the Mortgage is in default.

Pursuant to Schedule "A" of the Mortgage Agreement:

The Charger/Mortgagor agrees that in the event of any default by the Mortgagor in any of its obligations as contained in this schedule A, the commitment letter or any of the security documents shall permit the Chargee / Mortgagee in its sole and unfettered discretion, by writing, to appoint a Receiver or a Receiver and Manager of the mortgaged premises or any part thereof and of the rents and profits thereof and from time to time remove any receiver and appoint another in his stead and that in making any such appointment or appointments the Chargee/Mortgagee shall be deemed to be acting as the attorney for the Chargor/Mortgagor...

- (u) Section 6.1 of the GSA provides that Triple-I may appoint a receiver over all of the Debtor's personal property, business, and undertaking related to, on or about the Real Property in the event of the Debtor's default of the GSA. It is a default of the GSA for the Debtor to fail to make any payment under the Mortgage Agreement when due.
- (v) It is in the best interests of all parties that a receiver be appointed to realize on the Property in a manner that is efficient, open, and transparent.

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- (w) The proposed receiver, Crowe, would be required to seek court approval for the sale of the Property on notice to all interested parties.
- (x) It is just and convenient in the circumstances to appoint a receiver over the Property with the power to market and sell the same for the benefit of Triple-I and any other creditors.
- (y) Crowe is prepared to act as receiver if so appointed.

Other

- (z) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (aa) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and
 - (bb) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) Affidavit of Alfred Tong sworn July 21, 2022; and
 - (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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July 21, 2022

**SCALZI PROFESSIONAL
CORPORATION**

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Lawyer acting as agent to
Scalzi Professional Corporation

RCP-E 14E (September 1, 2020)

LIMITED

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
Toronto

NOTICE OF APPLICATION

SCALZI PROFESSIONAL CORPORATION

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**AFFIDAVIT OF ALFRED TONG
(sworn July 21, 2022)**

I, Alfred Tong, of the City of Markham, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a Director with Triple-I Capital Partners Limited ("**Triple-I**"), the applicant in this proceeding. I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. I swear this affidavit in support of Triple-I's application 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 for an order (the "**Receivership Order**") appointing Crowe Soberman Inc. ("**Crowe**") as receiver over

all of the current and future assets, undertakings and properties (the “**Property**”) of 12411300 Canada Inc. (the “**Debtor**”).

I. OVERVIEW

3. The Debtor operates two medical clinics located in Mississauga and Brampton, Ontario called Erin Mills Health & Wellness Centre. The Debtor’s primary business is the distribution of medical supplies.

4. The Debtor owns the property municipally known as 237B Advance Blvd. Brampton, ON, L6T 4J2 (the “**Real Property**”), a 0.85 acre parcel of industrial land, as well as the 18,201 square foot building located thereon.

5. For the past six months, the Debtor has been in default of its obligations under the loan and security documents between the Debtor and Triple-I for, among other things, failing to pay municipal taxes when due, and granting subsequent encumbrances against the Real Property. As of May 1, 2022, the Debtor is also in default of the loan and security documents between the parties for failing to pay all amounts outstanding under the loan agreement when due.

6. As of July 11, 2022, the Debtor is indebted to Triple-I under the loan and security documents for \$6,865,153.76.

7. As a result of these defaults, Triple-I believes that the appointment of a receiver is just and convenient and will provide for an orderly marketing and sale of the Property.

II. BACKGROUND

A. Parties

8. Triple-I is a private lender specializing in commercial mortgages in Ontario.
9. The Debtor is a Canadian corporation with its registered head office in Oakville, Ontario. It operates two medical clinics located in Mississauga and Brampton, Ontario called Erin Mills Health & Wellness Centre. The Debtor's primary business is the distribution of medical supplies. Attached as **Exhibit "A"** is a copy of the Debtor's corporate profile report.

B. Loan

10. Triple-I advanced a loan of \$6,400,000 to the Debtor (the "**Loan**") pursuant to a mortgage loan commitment agreement dated April 15, 2021 (the "**Mortgage Agreement**"). Attached as **Exhibit "B"** is a copy of the Mortgage Agreement.
11. As of the date of my affidavit, \$6,865,153.76 remains outstanding under the Loan.
12. As security for the Loan, Triple-I took a charge against the Real Property (the "**Mortgage**"). The Mortgage is registered against title to the Real Property. A copy of the parcel register for the Real Property and the Mortgage are attached as **Exhibits "C"** and "**D"**, respectively.
13. The maturity date of the Loan was May 1, 2022.
14. Interest on the Loan was 12.5% a year, calculated monthly.

15. The Debtor was required to make interest only payments to Triple-I on a monthly basis until the maturity date, when the entirety of the Loan was due. At the time the Loan was advanced, a six month pre-paid interest reserve was established.

16. As additional security for the Loan, the Debtor provided Triple-I with a general security interest over all of its present and after-acquired property pursuant to a general security agreement, dated April 20, 2021 (the “**GSA**”). The GSA was registered under the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended, on April 29, 2021. Attached as **Exhibit “E”** is a copy of the GSA.

17. The Debtor also provided Triple-I with a general assignment of rents dated April 20, 2021. The assignment was registered on title to the Real Property on May 4, 2021. Attached as **Exhibit “F”** is a copy of the general assignment of rents.

18. The following parties also provided guarantees of all principal money, interest, and other money owing on the security of the Mortgage to Triple-I as security for the Loan: 7925395 Canada Corporation, TS Pharmaceutical Ltd. (the “**Corporate Guarantors**”), Volodymyr Burko, and Tacquinn David Soochan (the “**Individual Guarantors**”, and together with the Corporate Guarantors, the “**Guarantors**”). Attached as **Exhibit “G”** are copies of the guarantees.

19. The Individual Guarantor, Mr. Burko, is an individual residing in Oakville, Ontario, and is the president, treasurer and secretary of the Debtor. Mr. Burko is also the president of the Corporate Guarantor, 7925395 Canada Corporation.

20. The Individual Guarantor, Mr. Soochan, is an individual residing in Simcoe, Ontario, and is a 50% shareholder of the Debtor. Mr. Soochan is also listed as the president, treasurer, and secretary of the Corporate Guarantor, TS Pharmaceutical Ltd.

C. No Other Secured Creditors

21. A search conducted against the Debtor under the personal property registration system discloses only Triple-I's registrations against the Debtor. A copy of the personal property registration system search results is attached as **Exhibit "H"**.

III. DEFAULTS AND BREACHES

i. Failure to Repay Loan when Due

22. As noted above, the Loan matured and was repayable in full on May 1, 2022. The Debtor failed to repay the Loan on that date in default of Schedule "A" of the Mortgage Agreement and section 5.1(a) of the GSA.

23. Pursuant to Schedule "A", if the Mortgage is not discharged on the maturity date, Triple-I may, at its option, be entitled to charge an additional fee equivalent to three months interest, which amount shall be added to the principal amount outstanding hereunder on the maturity date.

24. As of July 11, 2022, the total amount outstanding under the Mortgage Agreement is \$6,865,153.76

ii. Failure to Pay Municipal Taxes

25. Additionally, pursuant to section 12 of the Mortgage Agreement and section 4.1(g) of the GSA, the Debtor is required to pay municipal property taxes when due. Pursuant to Schedule "A" of the Mortgage Agreement, it is a default of the Mortgage Agreement for

the Debtor to fail to pay realty taxes when due. It is also a default of the Mortgage Agreement if the Debtor defaults in any obligation contained in the GSA.

26. The Debtor has failed to pay municipal taxes to the City of Brampton for the Real Property since 2021. As of May 5, 2022, the total outstanding balance was \$53,173.86, including \$48,839.72 in taxes and \$4,334.14 in penalties and interest (the “**Tax Arrears**”). A copy of the May 5, 2022 tax certificate from the City of Brampton regarding the same is attached as **Exhibit “I”**.

27. Pursuant to its rights under Schedule “A” of the Mortgage Agreement, and section 8 of standard charge terms 2000033 incorporated into the Mortgage, Triple-I satisfied the Tax Arrears on May 10, 2022, and added this amount to the total amount outstanding under the Loan. Attached as **Exhibit “J”** is a copy of the May 10, 2022 letter and cheque from counsel for Triple-I to the City of Brampton regarding the same.

iii. Subsequent Encumbrance

28. Further, pursuant to Schedule “A” of the Mortgage Agreement, the Debtor agreed not to grant or permit any further mortgages, charges or encumbrances to be registered against the Real Property without the prior written consent of Triple-I. If this clause is breached, Triple-I is entitled to commence default proceedings and, at the option of Triple-I, all money secured by the Mortgage, together with an amount equal to three (3) months interest on the principal amount at the rate applicable to the principal amount, shall become due and payable immediately.

29. On December 29, 2021, the Debtor granted a subsequent \$2 million charge on the Real Property without the written consent of Triple-I in breach of Schedule “A” of the

Mortgage Agreement. Attached as **Exhibit “K”** is a copy of the December 29, 2021 charge.

iv. Failure to Provide Information Related to Business and Collateral

30. Subsections 4.1(n) and (v) of the GSA require the Debtor to provide such information to Triple-I related to the collateral secured by the GSA, the Debtor, or the Debtor’s business and affairs as Triple-I may reasonably request.

31. On May 25, 2022, counsel for Triple-I wrote to counsel for the Debtor and advised that the Debtor was in default of the Mortgage Agreement for failing to pay property taxes, and to repay the Loan when due, as well as the subsequent charge on the Real Property. Attached as **Exhibit “L”** is a copy of the May 25, 2022 email from counsel for Triple-I.

32. Counsel for the Debtor responded to the email on June 15, 2022, and advised that the Debtor was attempting to re-finance the Loan. He further stated that most of the funding conditions had been satisfied, and that he expected the financing to be completed “in later July”. Attached as **Exhibit “M”** is a copy of the June 15, 2022 email from counsel for the Debtor.

33. On June 16, 2022, counsel for Triple-I requested information regarding the purported refinancing, as well as certain additional information about the status of the Debtor’s business including whether it continued to occupy the Real Property, and copies of appraisals and reports the Debtor had obtained in connection with the refinancing (the **“Requests for Information”**). Counsel for Triple-I also requested a walk through of the Real Property. Attached as **Exhibit “N”** is a copy of the June 16, 2022 email from Triple-I’s counsel to counsel for the Debtor.

34. After repeated follow ups from counsel for Triple-I on the Requests for Information, counsel for the Debtor responded on June 29, 2022. However, the email lacked sufficient particulars to adequately respond to the Requests for Information. Among other things, counsel for the Debtor failed to provide any details in respect of the refinancing, or copies of appraisals or reports. Further, counsel for the Debtor did not agree to permit Triple-I to inspect the Real Property. Instead, he requested that Triple-I provide the name and contact information of the person who wanted to inspect the property and the purpose of the inspection and the Debtor would “consider and make arrangements, as appropriate.” Counsel for the Debtor also erroneously advised that the Debtor had paid property taxes for the Real Property in full. Attached as **Exhibit “O”** is a copy of the June 29, 2022 email from counsel for the Debtor.

35. Counsel for Triple-I provided Triple-I’s availability for a walk through of the Real Property on June 30, 2022. He also stated that Triple-I had commenced enforcement proceedings by issuing a notice of intention to enforce security and retaining counsel to appoint a receiver pursuant to the terms of the loan and security documents. Attached as **Exhibit “P”** is a copy of the June 30, 2022 email from Triple-I’s counsel.

36. Despite the Debtor’s obligation to provide Triple-I with information related to the Real Property and the Debtor’s business under the GSA and Triple-I’s repeated requests for the same, the Debtor has failed to provide such information. As a result, Triple-I has lost all confidence that the Real Property and the collateral secured by the GSA are being adequately protected by the Debtor. Among other things, Triple-I has reason to believe that the building located on the Real Property is vacant, despite representations made by the Debtor’s counsel that the Debtor’s business is fully operational. Attached as **Exhibit**

“Q” is a copy of an occupancy report obtained pursuant to an inspection conducted by a licensed inspector on May 11, 2022.

37. I have personally attended at the Real Property on a number of occasions, including most recently on September, 2021. On each occasion, the Real Property appeared to me to be vacant and abandoned, as no cars had been parked in the parking lot, and no individuals can be seen entering or exiting the premises. This has caused great concern that the Debtor has ceased operations.

38. Accordingly, I believe that Triple-I’s collateral is at risk of deterioration.

IV. NOTICE

39. As a result of the Debtor’s several defaults of the Mortgage Agreement and the GSA, including the Debtor’s failure to repay the Loan upon maturity, Triple-I issued a notice of intention to enforce security dated June 10, 2022. Attached as **Exhibit “R”** is a copy of the notice of intention to enforce security.

V. RECEIVERSHIP

40. Schedule “A” of the Mortgage Agreement provide that Triple-I has the right to appoint a receiver of the Real Property in the event that the Mortgage is in default.

Pursuant to Schedule “A” of the Mortgage Agreement:

The Charger/Mortgagor agrees that in the event of any default by the Mortgagor in any of its obligations as contained in this schedule A, the commitment letter or any of the security documents shall permit the Chargee / Mortgagee in its sole and unfettered discretion, by writing, to appoint a Receiver or a Receiver and Manager of the mortgaged premises or any part thereof and of the rents and profits thereof and from time to time remove any receiver and appoint another in his stead and that in making any such appointment or appointments the Chargee/Mortgagee shall be deemed to be acting as the attorney for the Chargor/Mortgagor...

41. Similarly, article 6.1(b) of the GSA provides that Triple-I may appoint a receiver upon the Debtor's default. Article 6.1(b) of the GSA provides:

the Creditor may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Creditor or not, to be a receiver or receivers ... of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead.... Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral....

42. Schedule "A" of the Mortgage Agreement provides that if Triple-I commences an action due to the Debtor's default, Triple-I, at its option, shall be entitled to charge an additional fee equivalent to three months interest.

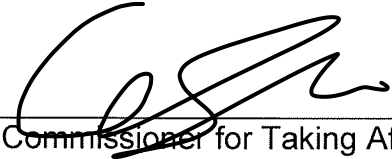
43. As a result of the Debtor's defaults, I believe it is in the best interest of all parties that a receiver be appointed to realize on the Property in a manner that is efficient, open, and transparent.

44. The proposed receiver, Crowe, would be required to seek court approval for the sale of the Property on notice to all interested parties.

45. Accordingly, it is just and convenient in the circumstances to appoint a receiver over the Property with the power to market and sell the same for the benefit of Triple-I and any other creditors.

46. Crowe is prepared to act as receiver if so appointed. Attached as **Exhibit "S"** is a copy of Crowe's consent to act.

SWORN by Alfred Tong of the City of Markham, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Aram Simovonian (73974D)



ALFRED TONG

This is Exhibit “A” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)




Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#)

→ [Corporations Canada](#) → [Search for a Federal Corporation](#)

Federal Corporation Information - 1241130-0

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1241130-0

Business Number (BN)

707153938RC0001

Corporate Name

12411300 Canada Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2020-10-14

[Order a Corporate Profile](#) [\[View PDF Sample\]](#) [\[View HTML Sample\]](#).

[PDF Readers](#)

Registered Office Address

450 Sandlewood Road
Oakville ON L6L 3S4
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

Volodymyr Burko
450 Sandlewood Road
Oakville ON L6L 3S4
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)
10-14

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

10-14 to 12-13

Type of Corporation

Not available

Status of Annual Filings

2022 - Not due

2021 - Overdue

Corporate History

Corporate Name History

2020-10-14 to Present

12411300 Canada Inc.

Certificates and Filings**Certificate of Incorporation**

2020-10-14

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2022-05-18

This is Exhibit “B” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

MORTGAGE LOAN COMMITMENT

FROM: TRIPLE-I CAPITAL PARTNERS LIMITED ("**Lender**")

TO: 12411300 Canada Inc. ("**Borrower**");

7925395 Canada Corporation, TS Pharmaceuticals Ltd., Volodymyr Burko, and Tacquinn David Soochan (collectively "**Guarantor**")

TO: FIRST CAPITAL CORP. ("**Mortgage Broker**")

RE: MORTGAGE LOAN TO: Borrower with Guarantor

DATE: April ____, 2021

Property Address(es):

237B ADVANCE BLVD, BRAMPTON, L6T 4J2

LEGALLY DESCRIBED AS PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ; SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN LT1503956; S/T DP2708 ; CITY OF BRAMPTON; PIN 140270087

Lender is prepared to provide a mortgage loan (the "**Loan**") in exchange for a first charge on the subject property and subject to the following terms and conditions and our normal underwriting procedures. The terms quoted are conditional on there being no outstanding writs of execution registered against Borrower/Guarantor on closing.

The purpose of this letter (the "**Commitment Letter**") is to confirm our mutual understanding of the general terms and conditions on which funds in the amount of \$6,400,000.00 (the "**Mortgage Advance**") will be made available by Lender to Borrower with Guarantor as personal guarantor. You are asked to review the Commitment Letter carefully. However, please note that neither the preparation nor the acceptance of the Commitment Letter shall bind Lender to advance any amount under the Mortgage Advance unless and until the terms and conditions of the Commitment Letter have been satisfied and until all required security and loan documentation has been completed by Borrower and Guarantor (the "**Security Documentation**").

Lender has agreed to the Mortgage Advance to be secured by a valid **first mortgage** on the Lands (as defined below) with the following terms and conditions:

Mortgagor/Borrower: 12411300 Canada Inc.

and

Guarantor: 7925395 Canada Corporation, TS Pharmaceuticals Ltd., Volodymyr Burko, and Tacquinn David Soochan

SECURITY: Mortgage/Charge of Land in favour of Lender against the following lands (collectively, the "**Lands**"), along with General Security Agreements to be registered as *PPSA*, including but not limited to Bramrose Medical Supplies and Equipment as per Schedule B, and any further legal security as requested by Lender or its solicitor in their sole and absolute discretion.

237B ADVANCE BLVD, BRAMPTON, L6T 4J2, LEGALLY DESCRIBED AS PCL D-32, SEC M269; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ; SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN LT1503956; S/T DP2708 ; CITY OF BRAMPTON; PIN 140270087

Mortgagee/Chargee: TRIPLE-I CAPITAL PARTNERS LIMITED

Mortgage Amount: \$6,400,000.00

Rate: 12.5% per annum, calculated monthly, not in advance

Lender Fees: \$192,000.00 to be deducted from the Mortgage Advance and paid to Lender on closing

Interest Reserve: \$400,000.00 to be deducted from the Mortgage Advance and paid to Lender on closing

Brokerage Fee: \$64,000.00 to be deducted from the Mortgage Advance, and paid to First Capital Corp. on closing

Legal Fees: \$25,000.00 plus disbursements and HST and to be deducted from the Mortgage Advance and paid to Lender's solicitor on closing
\$10,000.00 legal cost for the compliance with the Hong Kong Stock Exchange disclosure requirement.

Term: 12 months period with 6 months prepaid (See the aforementioned Interest Reserve)

First Payment Date: December 1, 2021

Payments: \$ 66,666.67 per month, interest only

CONDITIONS PRECEDENT

The Lender is prepared to provide a mortgage loan (the "**Loan**") subject to the following terms and conditions hereinafter set out:

The borrower and guarantor agrees to be bound by and abide by the Lender's normal underwriting procedures.

As of the day of closing of the mortgage transaction as hereinafter set out, there shall be no outstanding writs of execution registered against Borrower and Guarantor on closing.

AIM AND INTENT OF THIS COMMITMENT

The purpose of this letter (the "**Commitment Letter**") is to confirm our mutual understanding of the general terms and conditions on which funds in the amount of \$6,400,000.00 (the "**Mortgage Advance**") will be made available by Lender to Borrower with the Guarantor as personal guarantor.

You are asked to review the Commitment Letter carefully. However, please note that neither the preparation nor the acceptance of the Commitment Letter shall bind Lender to advance any amount under the Mortgage Advance unless and until the terms and conditions of the Commitment Letter have been satisfied and until all required security and loan documentation has been completed by Borrower and Guarantor (the "**Security Documentation**").

THE MORTGAGE ADVANCE

Lender has agreed to the Mortgage Advance to be secured by a valid mortgage on the Lands with the following terms and conditions:

Conditions:

1. Borrower must obtain independent legal representation from their solicitor.
2. All title owners must sign an affidavit on their respective matrimonial status.
3. Title insurance shall be required.
4. Lender shall receive insurance binders with Lender as mortgagee.
5. Property taxes of the Lands shall be up to date.
6. Should the Loan be paid within the first 6 months of the Term, then a 3-month Bonus payment shall apply.
7. Execution searches shall be done on Borrower and Guarantor and shall be clear from any outstanding writs of seizure and sale of Lands (executions).
8. By accepting this Commitment Letter, Borrower and Guarantor jointly and severally agree to pay Lender Fees, Brokerage Fees and Legal Fees as mentioned herein even if Borrower does not close this transaction for any reason other than Lender's default. Even if such non-completion is owing or attributable to the Mortgagor's default or neglect, said fees are to be payable on the date set for completion of this transaction. The Borrower and Guarantor acknowledge the aforementioned to be a pre-estimate of damages and not a penalty of any

kind or nature. The quantum of the lender fee, broker fee, and legal fee is subject to the unfettered discretion of the Lender, upon default.

9. Such other reasonable legal security as requested by Lender or its solicitor in their sole and absolute discretion.
10. The Borrower and Guarantor must provide Personal Net Worth statement(s) prior to closing.
11. Royal Bank of Canada must provide a term sheet for the Lender's review and comment prior to closing.
12. Appraisal of the Land: An updated reliance letter without any limitations, restrictions, or qualifications is required prior to closing. The aforementioned reliance letter must be addressed to the Lender.
13. The unlimited Corporate Guarantee from 7925395 Canada Corporation, and TS Pharmaceuticals Ltd.
14. The unlimited personal Guarantee from Volodymyr Burko and Tacquinn David Soochan.
15. Statutory and Regulatory Compliance: The Borrower shall provide evidence satisfactory to the Lender or its solicitor that the Land complies with all applicable laws and regulation and the Borrower are not subject to any work orders and licensing issues.
16. Borrower consents to the Hong Kong stock exchange disclosure and assumes responsibility for the legal cost to comply with the Hong Kong Stock Exchange laws and regulations prior to closing.
17. Borrower agrees to cooperate with Royal Bank of Canada in terms of the mortgage application and agrees to satisfy for Royal Bank of Canada's requirements and due diligence process.
18. AML/AFT requirements: The Borrower's solicitor must review and complete the list of FINTRAC requirements regarding the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and provide the information to the Lender for approval with respect to each Borrower, the Guarantor and including Client identification and any beneficial owner(s) of the Lands.
19. The Bramrose Medical Supplies and Equipment Fair Market Value (in place) Appraisal Report prepared by Clark & Associates and effective as of January 12, 2021 (attached as Schedule B herein) must be accepted by Royal Bank of Canada and written confirmation of this acceptance must be provided to Lender or its solicitor prior to closing. Furthermore, a Bramrose Medical Supplies and Equipment Fair Market Value (in place) Appraisal Report addressed to the Lender must be provided for the Lender's review and comment prior to closing.
20. The Borrower and the Guarantor, will enter into a General Security agreement whereby the security interest is taken in all of the Borrower's and Guarantor's present and after-acquired

personal property, goods, chattels, furniture, appliances, property, fixture, rents and other property some of which are specifically described in said General Security agreement, including the Bramrose Medical Supplies and Equipment, as attached as Schedule B herein.

21. A non-refundable Retainer Fee of \$5,000.00 must be paid upon execution of this Commitment Letter. This Retainer Fee will be applied towards the Lender Fees upon closing.
22. A Vesting Order in a form satisfactory to the Lender's solicitor, in their sole and absolute discretion, to be registered on closing.
23. A flow-chart clearly stating the relationship between the Borrower and Corporate Guarantor, along with explanation of the nature of the corporations involved must be provided in a form satisfactory to the Lender and Lender's solicitor, in their sole and absolute discretion, immediately upon execution of this Commitment Letter.

For greater certainty, the security (including mortgages, assignment of rents, and general security agreement) against the Lands shall all secure the Loan and be cross-collateralized. Default under any security shall be deemed to be default under all security.

GENERAL CONDITIONS:

Documentation:

The Security Documentation must be in the standard form of Lender or its solicitor or in a form approved by Lender or its solicitor. Lender shall not be obliged to advance any amount under the Mortgage Advance where at the time of closing of the transaction Borrower is, or if an advance was made, would be in default under the terms of the Commitment Letter or any of the Security Documentation. Lender may require all documentation to be prepared and registered by Lender's solicitor.

Construction Lien Act:

The provisions of the *Construction Lien Act* are to apply.

Applicable Law:

All matters relating to the Mortgage Advance including, but without limitation, the Security Documentation entered into pursuant to the Commitment Letter, shall be governed by and construed under the laws of the Province of Ontario, Canada.

Solicitors:

The Security Documentation shall be prepared by Lender's solicitor and an opinion as to the validity and enforceability of the Security Documentation shall be provided by the solicitor acting on behalf of Borrower. Lender's solicitor for this transaction will be:

Paul Khera
Scalzi Professional Corporation

Suite 200 – 7941 Jane Street
Concord, Ontario, L4K 4L6
Tel: 437-788-2846
Fax: 416-548-7969
Email: pkhera@scalzilaw.com

Closing Date:

April 19, 2021 or as the Solicitors may direct

Lender reserves the right to withdraw the Commitment Letter and the financing offer it contains without notice to Borrower where the terms and conditions of the Commitment Letter have not been satisfied in full by the Closing Date.

1. POST-DATED CHEQUES

Borrower shall provide Lender with a series of Six (6) postdated cheques for the monthly interest payments payable from and including December 1, 2021 and, if the Loan is renewed or extended, with another series of Six (6) postdated cheques on each anniversary date of the Loan, as per Lender's sole and absolute discretion.

2. SALES CLAUSE

PROVIDED that if the Chargor (Borrower), at any time, shall sell, transfer, convey or otherwise dispose of all or any part of the Lands without the prior consent of the Chargee, at the Chargee's option, the Loan shall immediately become due and payable in full including interest to the maturity date of the Loan. PROVIDED further that nothing herein shall be construed so as to permit the Chargor the privilege of prepaying the Loan in whole or in part except as otherwise provided in the Security Documentation.

3. BY-LAW CONFORMITY AND OCCUPANCY CLAUSE

PROVIDED that if at any time any part of the Lands do not comply with the municipal by-laws, or the by-laws of any other level of government and/or the building becomes unoccupied, then in either of these events the balance of the principal monies hereby secured, together with interest as herein provided shall forthwith become due and payable upon demand. PROVIDED further that nothing herein shall be construed so as to permit the Chargor the privilege of prepaying the Loan in whole or in part except as otherwise provided in the Security Documentation.

4. ADMINISTRATIVE FEES

- a. In the event, it is necessary for the Chargee (Lender) to have a letter sent by the Chargee's solicitor to the Chargor because of default or non-payment, then the Chargor shall be charged the sum of \$575.00 plus HST for such letter and such sum shall be a charge on the Lands and shall bear interest at the rate herein stated.
- b. In the event that any of the Chargor's post-dated or pre-authorized cheques are not honoured when presented for payment to the Bank or Trust Company on which they are drawn, the Chargor shall pay to the Chargee for each such returned cheque the sum of

\$575.00 as a liquidated amount to cover the Chargee's administration costs and not as penalty and such sum shall be a charge upon the Lands and shall bear interest at the rate hereinbefore stated.

- c. In the event that the Chargor fails to provide proof of insurance on annual basis the Chargee is entitled to charge the Chargor the sum of \$575.00 as an administrative fee and such sum shall be a charge upon the Lands and shall bear interest at the rate hereinbefore stated.
- d. Failure to provide postdated cheques will result in default and the Chargee will be entitled to charge the Chargor the sum of \$575.00 and in addition will be entitled to commence default proceedings at the expense of the Chargor with all costs including but not limited to legal fees on a solicitor and client basis to be added to the principal balance then outstanding as of the date the bill is submitted to the Chargee and such sum shall be a charge upon the Lands and shall bear interest at the rate hereinbefore stated.

5. ADMINISTRATION FEES

- a. In the event that the Chargee is required by the Chargor or is otherwise required to provide a mortgage statement, there shall be an administrative fee of \$575.00 plus HST for each such statement.
- b. The Chargee shall have the exclusive right to prepare and execute the Discharge of Charge for the security. The Chargor shall pay an additional \$575.00 plus HST to the Chargee for each Discharge of Charge as an administrative fee for the preparation of the said Discharge of Charge.

6. PREPAYMENT

Provided that Borrower is not in default herein, within the first 6 months of the Term, when the Loan is closed, prepayment will result in a payment of three months' interest on the principal being prepaid as of the date of the prepayment, as a bonus and not as a penalty. After the first 6 months, the Loan is open and, provided that Borrower is not in default, Borrower has the right to prepay the whole amount of the principal herein then outstanding, without a payment of three months' interest on the principal.

7. INTEREST CALCULATION

For the purpose of calculation of interest, any payment of principal received after 1:00 p.m. EST shall be deemed to have been received on the next following banking day (being any day other than Saturday, Sunday or statutory holiday in Ontario).

8. RENT AND MANAGEMENT

PROVIDED, also, and it is hereby further agreed by and between Borrower and Lender, that should default be made by Borrower in the observance or performance of any of the covenants, provisos, agreements or conditions contained in the security, Lender reserves the right to enter

into the Lands and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which Lender is entitled, a management fee so as to reimburse Lender for reasonable time and trouble in the management of the Lands, it being understood and agreed that in the circumstances a management fee equal to \$200.00 per day is a just and equitable fee, having regard to all of the circumstances.

[Intentionally left blank]

9. MATRIMONIAL HOME

PROVIDED that in the event that any part of the Lands becomes the matrimonial home of the any shareholder of any party comprising Borrower, then the monies secured hereby shall become due and payable at Lender's option.

10. SEVERABILITY

Should any clause and/or clauses contained in the Security Documentation be found to be illegal, void as against public policy or unenforceable in law, the offending clause or clauses as the case may be, is and or are to be severed from the Security Documentation and deemed never to be a part of the Security Documentation.

11. CLOSING DATE

Lender reserves the right to withdraw the Commitment Letter and the financing offer it contains without notice to Borrower where the terms and conditions of the Commitment Letter have not been satisfied in full by the Closing Date.

12. REPAYMENT:

Please note, the full amount of the Mortgage Advance (including any interest, compound interest or costs) whether or not repayable on demand will, at Lender's option, be repayable in full where there is an act or event of default by Borrower under the terms of the Commitment Letter, the Security Documentation or any prior mortgage or other encumbrance.

13. REALTY TAXES:

All realty taxes with respect to the Lands, together with any applicable penalties, shall be paid in full by Borrower, failing which, all funds advanced under the Mortgage Advance together with all interest accrued thereunder shall become forthwith due and payable, at Lender's option.

14. ESCROW ADVANCES:

Where Lender agrees to advance funds to a solicitor prior to the receipt of all the Security Documentation by Lender, all such advances shall be received by the solicitor in trust for Lender and the solicitor shall not make any advance or other distribution of the advances so received until such times as all required security is in place.

15. LEGAL COSTS:

Borrower shall be responsible for all legal costs with respect to the Mortgage Advance, agreed at \$25,000.00, plus disbursements and HST and an additional \$10,000.00. Provided that if there are any problems, the legal costs may be increased for the additional time required to deal with the problems, as determined by Lender's solicitor, acting reasonably and in accordance with Lender's solicitor's standard hourly rates.

16. LEGAL COSTS AND COSTS OF REGISTRATION AND DISCHARGE:

The costs of any appraisal and the legal costs as set out herein of Lender and all other costs and expenses incurred in the preparation, execution, delivery, registration and discharge of the Security Documentation (including the cost of delivering copies of any documents required by law to be given to Borrower) or in the collection of any amount owing under the terms of the Mortgage Advance shall be for the account of Borrower and may be debited to the first advance to be made under the Mortgage Advance. All such costs and expenses shall bear interest at the rate(s) specified herein.

17. INSURANCE:

The Lands must be fully insured to the extent of their full value against fire and all other perils customarily covered under comprehensive insurance policies and all applicable policies must contain an endorsement naming Lender as mortgagee and conferring upon Lender the standard rights of a mortgagee under the standard wording approved by the Insurance Bureau of Canada.

18. PAYMENT APPLICATION:

All payments received by Lender with respect to the Mortgage Advance shall be applied first to the payment of costs and charges payable by Borrower, second to the repayment of arrears of interest, third to current interest charges and fourth to the repayment of principal amounts under the Mortgage Advance.

19. INTEREST PERIOD:

Interest shall be payable by Borrower at the rate specified herein from and including the date on which an advance is made (including the date on which an advance is made to a solicitor acting for Borrower) up to and including the date of repayment.

20. TITLE:

Lender will be given a valid, registered, freehold mortgage on the Lands (which, for the purposes of the Security Documentation, includes all improvements). Title to the Lands will be satisfactory to Lender's solicitors and Borrower acknowledges that the mortgages shall be title insured.

21. REPRESENTATIONS AND WARRANTIES:

Borrower represents and warrants as at the time of drawing under or other utilization of the Mortgage Advance, that:

- i. The execution of the Commitment Letter and the Security Documentation and the incurring of liability and indebtedness to Lender does not and will not contravene:
 - (1) any legal requirement applicable to Borrower; or
 - (2) any provisions contained in any other loan or credit agreement or borrowing

instrument or contract to which Borrower is a party.

ii. The Commitment Letter and the Security Documentation to which Borrower is a party have been duly authorized, executed and delivered by Borrower and constitute valid and binding obligations of Borrower and are enforceable in accordance with their respective terms, subject to applicable bankruptcy laws.

iii. All necessary legal requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Commitment Letter and the execution and delivery of the Security Documentation.

iv. Borrower also represents and warrants to Lender that all financial and other information provided to Lender in connection with the Mortgage Advance is true and accurate and acknowledges that the offer of credit contained in the Commitment Letter is made in reliance on the truth and accuracy of this information and the above representations and warranties.

22. HAZARDOUS SUBSTANCES:

Borrower shall promptly comply with all statutes, regulations and ordinances and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the Lands or in, on or under any adjacent property that becomes contaminated with regulated hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Lands, or incorporated in any improvements thereto. Lender may, but shall not be obligated to, enter upon the Lands and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and Borrower shall reimburse Lender on demand for the full amount of all costs and expenses incurred by Lender in connection with such compliance activities.

23. TIME OF THE ESSENCE:

Time is of the essence under the Commitment Letter and in respect of the performance of the obligations of Borrower under the terms of the Mortgage Advance, the Commitment Letter and the Security Documentation.

24. EXECUTION:

The Commitment may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Delivery of the Commitment Letter via facsimile or other electronic transmission shall be binding upon Borrower and Lender and their respective heirs, executors, administrators, successors and assigns.

25. APPROVAL OF TERMS OF MORTGAGE ADVANCE:

Please signify your acceptance of the terms and conditions outlined above by signing and returning a duplicate copy of the Commitment Letter on or before _____, 2021.

26. OPTION FOR RENEWAL:

The Lender UPON THE REQUEST OF THE BORROWER SUCH REQUEST TO BE MADE NO LESS THAN 60 DAYS PRIOR TO THE MATURITY OF THE MORTGAGE shall have in its sole and absolute discretion an option to extend or renew the Loan for a period of One (1) year under the same terms and conditions as stated herein except that during the extended or renewed term (i) there shall be no requirement for prepayment of interest, and (ii) Borrower shall continue to have the right to prepay the whole amount of the principal herein then outstanding.

27. CANCELLATION COSTS:

In the event that Borrower decides not to close on this Commitment Letter then any and all costs incurred by Lender (in addition to Lender Fees, Brokerage Fees and Legal Fees as mentioned above) shall be paid jointly and severally by Borrower and Guarantor as long as the cancellation of this Commitment Letter is not caused by Lender's default.

28. SCHEDULE "A":

Attached Schedule "A" shall form part of the registered charge and this Commitment Letter.

29. SCHEDULE "B":

Attached Schedule "B" - Bramrose Medical Supplies and Equipment Fair Market Value (in place) Appraisal Report prepared by Clark & Associates and effective as of January 12, 2021 shall form part of this Commitment Letter.

THE SIGNATURE PAGE FOLLOWS

The undersigned hereby confirms the terms and conditions contained in the within the Commitment Letter this ____ day of April 2021.

TRIPLE-I CAPITAL PARTNERS LIMITED - Lender

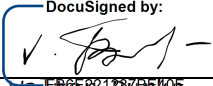
Per: _____
Chun-Bond Alfred Tong, President
I have the authority to bind the Corporation

The terms of the Commitment Letter are acceptable this ____ day of April, 2021.

WITNESSES:

12411300 CANADA INC. - Borrower

Witness Name:

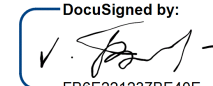
DocuSigned by:


Per: walter burke, A.S.O.

I have the authority to bind the Corporation.

7925395 CANADA CORPORATION- Guarantor

Witness Name:

DocuSigned by:


Per: walter burke, A.S.O.

I have the authority to bind the Corporation.

TS PHARMACEUTICALS LTD.- Guarantor

Witness Name:

Per: _____, A.S.O.

I have the authority to bind the Corporation.

Witness Name:

DocuSigned by:


Per: VOLODYMYR BURKO - Guarantor

Witness Name:

Per: TACQUINN DAVID SOOCHAN - Guarantor

Schedule A

SCHEDULE "A"

ADDITIONAL PROVISIONS

ADMINISTRATION FEE

The Chargee/Mortgagee **shall** charge an administration fee of \$575.00 for each occurrence of any of the following events:

1. Late Payment;
2. Cheque Dishonoured (NSF) for any reason;
3. Failure to make a payment;
4. Failure to pay realty taxes when same fall due;
5. Failure to provide proof of payment of realty taxes;
6. Failure to obtain and/or maintain insurance coverage, with mortgagee endorsement in favour of the herein Chargee/Mortgagee or its assigns;
7. Failure to provide proof of insurance coverage on an annual basis;
8. Failure to provide post-dated cheques;
9. Default under condominium or co-ownership declaration and by-laws;
10. Failure to notify Chargee/Mortgagee of registration of a Lien by the Condominium Corporation or Co-Ownership Corporation, for common maintenance arrears or other default;
11. Default under prior mortgage, charge or encumbrance;

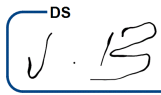
Such administration fee **shall be** automatically and immediately **added to** the principal amount outstanding upon the happening of each such occurrence.

DISPOSITION OF THE MORTGAGED LAND

Provided that if the Chargor(s)/Mortgagor(s), sells, transfers, conveys or otherwise disposes of the lands and premises all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses, shall, at the sole option of the Chargee/Mortgagee, be immediately due and payable and shall bear interest at the rate of interest in accordance with the terms of this Charge/Mortgage from the payment date next preceding the date of such sale, transfer, conveyance or disposition to the date of payment.

CONSTRUCTION LIEN ACT

No portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Lien Act (Ontario) or to repay a Mortgage which was taken out for this purpose, failing which all amounts, whether principal, interest or otherwise that may be owing hereunder, including Administration Fees and bonuses, shall be immediately due and payable at the sole option of the Mortgagee. If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Lien Act (Ontario and if the Mortgagee is obligated to pay any amounts owing under the said Act, same shall be added to the principal amount outstanding under the Mortgage.



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COSTS

In the event of default under the herein Charge/Mortgage, notwithstanding anything contained to the contrary hereinbefore or hereinafter, all costs, charges and expenses including all legal costs on a solicitor and client basis, which may be incurred in endeavoring to collect any monies overdue under this charge, and/or rectifying all other monetary or non-monetary default under the terms of this charge and including but not limited to obtaining legal counsel and advice and to the taking, recovering and keeping possession of the said lands and of negotiating this loan, investigating title, and registering the Charge/Mortgage and other necessary deeds, and generally in any other acts, actions and/or proceedings taken, in connection with or to realize this security, shall be, with interest at a rate as set out herein, a charge upon the said lands in favour of the Chargee/Mortgagee.

PAYMENT METHOD

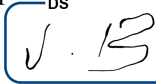
The Chargor(s)/Mortgagor(s) shall provide the Chargee/Mortgagee with a series of post-dated cheques on or before the closing date of the Charge/Mortgage and a further series of post-dated cheques on or before each anniversary date of the within Charge/Mortgage. Failure to provide such cheques shall at the Chargee's/Mortgagee's option constitute default under the Charge/Mortgage. In the event that there is more than one Chargee, the Chargor shall provide separate payments to each Chargee. In the event that the Charge/Mortgage is assigned, then the Chargor shall forthwith provide a replacement series of post-dated cheques to the new Chargee/Mortgagee or as the new Chargee/Mortgagee may so direct. To be initialed by mortgagor/ guarantor. In the event that the Chargee is or becomes a financial institution as Trustee for the RRSP or RRIF of an individual or individuals, the Charger shall forthwith provide a replacement series of post-dated cheques to the plan holder or plan holder or as the plan holder or directs.

ASSUMPTION OF CHARGE CLAUSE

NOTWITHSTANDING anything to the contrary hereinbefore or hereinafter contained, the Chargor/Mortgagor expressly covenants, undertakes and agrees that the prior written approval of the Chargee/Mortgagee (which approval may at its sole discretion be withheld by the Chargee/Mortgagee) shall be obtained to any proposed sale or transfer of title to the said lands and premises or any part thereof; in the event of failure by the Chargor/Mortgagor to obtain such prior approval, the within Charge/Mortgage shall at the sole option of the Chargee/Mortgagee become due and payable. Following approval by the Chargee/Mortgagee to any sale or transfer of title as aforesaid, the Chargor/Mortgagor shall obtain from the Purchaser an agreement in writing assuming the within Charge/Mortgage and all monies then owing thereunder and in default of the execution and delivery to the Chargee/Mortgagee of such assumption agreement, the monies then owing hereunder shall be accelerated and become legally due and payable; it being understood and agreed, however, that the Chargor/Mortgagor shall also remain liable to the Chargee/Mortgagee in respect to any deficiency upon a sale of the said lands and premises by the Charges/Mortgagee under the Power of Sale provisions contained in the within Charge/Mortgage, or upon sale of the said lands and premises by a prior Charge/Mortgage or other prior encumbrance.

ASSIGNMENT OF RENTALS

The Chargor(s)/Mortgagor(s) will assign to the Charges/Mortgagee all rents payable from time to time under leases of the land or any part thereof whether presently existing or arising in the future, together with the benefit of all covenants contained in the said leases in favour of the Chargor(s)/Mortgagor(s) and for the purpose of enabling the Chargee/Mortgagee to enforce payment of the said rents, the Chargor(s)/Mortgagor(s) covenants and agrees that it will forthwith after making any lease of the land or any part thereof grant and assign to the Chargee/Mortgagee the reversion of such lease; provided that nothing herein contained shall be deemed to make the Chargee/Mortgagee responsible for the collection of such rents or any plan thereof or for the performance of any covenants,



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terms or conditions contained in any such lease, and that the Chargee/Mortgagee shall not by virtue of these presents be deemed a Chargee/Mortgagee in possession of the land; and provided further that the Chargee/Mortgagee shall be liable to account for only such monies as may actually come into its hands by virtue of these presents less proper collection charges and that such monies when so received by the Chargee/Mortgagee shall be applied on account of the debt secured by the Charge/Mortgage; and provided further that the Chargee/Mortgagee will not cause the tenants under the said leases or any of them to pay rent to the Chargee/Mortgagee unless and until default has occurred in performance of any covenant contained in this Charge/Mortgage; and the Chargor(s)/Mortgagor(s) will perform all of the Landlord's covenants and obligations contained in the said leases or any of them. The Chargor(s)/Mortgagor(s) will execute such further documents as the Chargee/Mortgagee may from time to time deem requisite for the purpose of giving full effect to the Assignment of Rents hereinbefore contained and of enabling the Chargee/Mortgagee to enforce payment of such rents.

OPERATING STATEMENTS

The Chargor/Mortgagor agrees to provide to the Chargee/Mortgagee annually, and not later than ninety days (90) from the balance due date as set out herein, and each extension thereof audited statements of income and operating expenses for the lands and premises mortgaged, which statements shall be certified by an officer of the Chargor/Mortgagor to be true and accurate together with a copy of the current rent roll. Failure to provide such statements of income and operating expenses in accordance with the provisions herein, shall at the Chargee's/Mortgagee's option constitute default under the Charge/Mortgage.

LISTING FOR SALE

The Chargor/Mortgagor agrees that in the event the Chargor/Mortgagor desires to list for sale the lands and premises mortgaged herein within two (2) years of the later of the interest adjustment date herein and the last renewal date, the Chargee/Mortgagee shall have the first right of refusal to purchase the said lands and premises On the same terms and conditions as any bona-fide offer submitted to the Mortgagor and which the Mortgagor wishes to accept, save and except that the actual purchase price to the Chargee/Mortgagee shall be equal to the amount as contained in the aforesaid acceptable bona-fide offer less the total real estate commission payable in connection with the said acceptable bona-fide offer. The Chargor/Mortgagor shall deliver a legible arid complete copy of the said bona fide offer to the Chargee/Mortgagee and the Chargee/Mortgagee shall have three (3) business days following receipt of the said bona-fide offer to exercise the first right of refusal by notifying the Chargor/Mortgagor, failing which the said first right lapses, Only to be reinstated should the Chargor/Mortgagor fail to complete the subject bona fide offer.

SALE ON TERMS

In the event power of sale proceedings are taken, the Chargee as vendor may sell the property on terms and if the result is that a charge/mortgage or charges/mortgages by the Chargee are taken back as part consideration of the sale, then the Chargee shall be entitled to sell those mortgages at a discount, without recourse by the Charger/Mortgagor and the discount shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

In the case of a sale on credit the Chargee/Mortgagee shall be bound to apply on account only such monies as have been actually received from the purchasers from time to time. After the satisfaction of all Chargee's/Mortgagee's claims the Chargee will not be bound to pay any amount to the Charger/Mortgagor or any other person claiming entitlement thereto until all such agreements and assurances as the Chargee/Mortgagee considers fit have been executed and delivered.

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The Chargee/Mortgagee may buy in or rescind or vary and contract for the sale of the whole or any part of the Property and resell without being answerable for loss occasioned thereby.

Any person, including the Chargee/Mortgagee herein, may bid on, tender for or purchase the Property at the sale.

RECEIVERSHIP CLAUSE

The Charger/Mortgagor agrees that in the event of any default by the Mortgagor in any of its obligations as contained in this schedule A, the commitment letter or any of the security documents shall permit the Chargee / Mortgagee in its sole and unfettered discretion, by writing, to appoint a Receiver or a Receiver and Manager of the mortgaged premises or any part thereof and of the rents and profits hereof and from time to time remove any receiver and appoint another in his stead and that in making any such appointment or appointments the Chargee/Mortgagee shall be deemed to be acting as the attorney for the Chargor/Mortgagor.

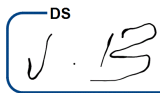
And that the following provisions shall apply upon the appointment of any such receiver: that such appointment may be made either before or after the Chargee/Mortgagee shall have entered into or taken possession of the mortgaged premises or any part thereof; that every such receiver may, at the sole discretion of the Chargee/Mortgagee, be vested with all or any of the powers and discretions of the Chargee/Mortgagee; that the Chargee/Mortgagee may from time to time fix the remuneration of every such receiver and direct the payment thereof of the mortgaged premises or the proceeds thereof that every such receiver shall so far as concerns the responsibility for his acts or omissions be deemed the agent of the Chargor/Mortgagor and in no event the agent of the Chargee/Mortgagee, and the Chargee/Mortgagee in making or consenting to such appointment shall not incur any liability to the receiver for his remuneration or otherwise howsoever; that all monies from time to time received by such receiver shall be paid by him firstly, in discharge of all rents, taxes, insurance premiums and outgoings affecting the mortgaged premises, secondly, in payment of his commission as receiver and the cost of executing the necessary or proper repairs; thirdly, in keeping in good standing all charges on the mortgaged premises prior to this Charge/Mortgage; fourthly, in payment of the interest accruing due under this mortgage; and the residue of any money so received by him shall be applied on the principal sum from time to time owing under this Charge/Mortgage.

NON-TENANCY

The Chargor(s)/Mortgagor(s) confirm that the premises charged/mortgaged hereunder is a commercial building not subject to a tenancy agreement at the date of execution hereof. The Chargor(s)/Mortgagor(s) further covenant not to enter into a tenancy agreement prior to the repayment in full of the indebtedness hereunder, and that any tenancy created shall be deemed a default under the herein charge/mortgage loan.

RENOVATION

The Chargor(s)/Mortgagor(s) agree not to renovate or rent any part of the subject premises without written approval of the Chargee(s)/Mortgagee(s).



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DISCHARGE

PROVIDED that when a discharge of the Charge/Mortgage is required for the within Charge/Mortgage, then the Chargee's/Mortgagee's Solicitor will prepare the discharge documentation for execution by the Chargee/Mortgagee, which costs shall be at the Charger's/ Mortgagee's expense.

DEFAULT

Each and every of the following events shall constitute default under this Charge/Mortgage;

- (1) default in the payment of the Principal Amount, interest or any other amount secured by this Charge/Mortgage, when payment of such amount become due under the terms of this Charge;
- (2) if the Charger/Mortgagor sells, transfers or otherwise disposes of the Property or any interest in the Property, to a purchaser not approved by the Chargee/Mortgagee in writing;
- (3) if the Charger/Mortgagor is a Corporation and there is a change of control to a person or persons not approved by the Chargee/Mortgagee in writing;
- (4) if a petition in bankruptcy is filed against the Chargor/Mortgagor, if the Charger/Mortgagor makes a proposal to creditors under the Bankruptcy and Insolvency Act, or makes a general assignment for the benefit of its creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for overview of the Charger's/Mortgagor's affairs or Property, or in the opinion of the Chargee/Mortgagee, the Chargor/Mortgagor becomes insolvent;
- (5) default under any terms or covenants contained herein or under any terms or covenants contained in any encumbrance registered in priority or subsequent to this Charge/Mortgage, or in payment of the realty taxes or condominium common expenses for the said property, shall constitute default under this Charge/Mortgage.
- (6) Default in any of the obligations contained in the commitment letter, this Schedule A or any of the security documents

ANY PAYMENT that is made after 3:00 p.m. on any date shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

The Chargor/Mortgagor agrees that should the mortgage not be renewed or discharged on the maturity date, that the Chargee/Mortgagee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest, which amount shall be added to the principal amount outstanding hereunder on the maturity date.

The Chargor/Mortgagor agrees that should the Chargee/Mortgagee commence action due to default under the Charge/Mortgage, that the Charges/Mortgagee at its option shall be entitled to charge an additional fee equivalent to three (3) months interest.

PREPAYMENT PRIVILEGE

PROVIDED that the Chargors are not in default herein, the Chargors have the right to prepay the whole amount of the principal herein then outstanding, upon a payment of three months' interest on the principal being prepaid as of the date of the prepayment, as a bonus and not as a penalty.

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ACKNOWLEDGMENT ON ASSIGNMENT

In the event that the Chargee assigns transfers or otherwise conveys its interest hereunder, and upon the delivery of notice of same to the Chargor, the Chargor, if so requested, shall without cost, at any time and from time to time, execute an acknowledgment with respect to the terms and conditions of the Charge and the amount outstanding thereunder. Failure to execute the acknowledgment and deliver the acknowledgment to the Chargee within 5 days of its receipt by the Chargor to the Chargee shall be deemed to be default by the Chargor under the Charge.

FURTHER ENCUMBRANCES

The Charter shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the Property without the prior written consent of the Chargee, and in the event of breach of this covenant, the Chargee shall be entitled to commence default proceedings and at the option of the Chargee, all money secured by this Charge/Mortgage together with an amount equal to three (3) months interest on the principal amount at the rate applicable to the principal amount shall become due and payable immediately.

CAPITALISATION OF ANY PAYMENTS ON PRIOR ENCUMBRANCES

If the Chargor makes any agreement with any prior encumbrances to satisfy any arrears of mortgage, property taxes, insurance or any other payments respecting the Property by way of an increase in the principal balance of the mortgage account or any other increase in the mortgage account, without the prior written consent of the Chargee, such act shall be a default under this Charge/Mortgage.

ACCRUAL OF INTEREST

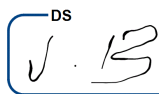
In the event the terms of this Mortgage specifically provide for the accrual of interest for a specified period of time, the Chargor/Mortgagor confirms, represents and warrants that the provision for the accrual of interest has been requested by the Chargor/Mortgagor and the Chargor/Mortgagor represents, warrants and undertakes to use the monies that would otherwise be paid to the herein Chargee/Mortgagee but for the accrual, towards payment of outstanding realty taxes or to subsequent Chargees/Mortgagees and other subsequent encumbrances.

INDEMNIFICATION OF CHARGE

In the event the Chargee shall be made a party to any litigation commenced by or against the Chargor, the Chargor shall indemnify and hold the Chargee harmless there from and shall pay all costs, expenses and solicitor's fees on a substantial indemnity basis. Such costs shall be a charge on the property and may be added to the principal amount secured hereby.

SERVICING FEE

In the event that the Chargee is called upon to pay any payment in order to protect its security position including but not limited to the payment of realty taxes, insurance premiums, condominium common expenses, principal interest or costs under a prior mortgage, it is agreed that such payment shall bear interest at Ten (10%) percent per annum, calculated and compounded monthly and that there shall be a service charge of not less than \$575.00 for making each such payment or payments.



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FARM DEBT MEDIATION ACT

Provided further that the Chargor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of the within Chargee will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Charger fails to comply with the within provision, the within charge shall, at the Chargee's option, immediately become due and payable in full, together with a service charge equivalent to three (3) months interest thereon.

BANKRUPTCY & INSOLVENCY ACT

The Chargor/Guarantor represents and warrants that she/he is not an "Undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act. In the event that the Chargor/Guarantor is an "Undischarged bankrupt", then all amounts, whether principal, interest or otherwise that may be owing hereunder including administration fees and bonuses together with a three (3) month interest payment thereon shall be immediately due and payable at the sole option of the Chargee.

COVENANT TO PAY BROKER FEE/REFERRAL FEE/LENPSR/LEGAL FEE/COSTS

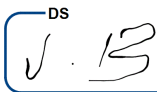
The Chargor acknowledges that the loan hereby secured was arranged by one or more mortgage brokers or real estate brokers or by others and that broker/referral fees and legal costs were incurred by the Chargee, on behalf of the Chargor, in connection herein. Part of the consideration received by the Chargee in agreeing to advance the funds secured hereby is the payment of the mortgage brokers fees stipulated in Form 2 as required under the Mortgage Brokers Act, R.S.O., 1990 or the payment of the real estate brokers fees or referral fees, as the case may be, and legal costs incurred by the Chargee on behalf of the Chargor herein. Upon registration of this Charge, and where the Chargor is unable to or unwilling to receive the monies secured hereby the Chargor shall not be entitled to a discharge of this charge until the mortgage brokers fees or real estate brokers fees or referral fees, as the case may be, the lenders fees, and the legal costs incurred by the Chargee, on behalf of the Chargor herein, are paid in full.

PRIORITY PAYMENT OF ACCOMMODATION AND/OR AMENDMENT FEE/BROKER FEE/REFERRAL FEE/LEGAL COSTS

In the event the terms of this mortgage or any amendment and/or accommodation agreement made with respect thereto specifically provide for the capitalization or deferment of any accommodation and/or amendment fee, broker fee, referral fee lender fee and/or legal costs, the Chargor/Mortgagor and Guarantor hereby acknowledge and agree and warrant and represent that all payments made are intended to and shall be first applied as payment against accommodation and/or amendment fees, referral fees, broker fees, lender fees and legal costs so capitalized or deferred, until such fees and costs are paid in full.

SEVERABILITY OF ANY INVALID PROVISIONS

If in the event that any covenant, term or provision contained in this Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms as the case may be.



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LATE PAYMENT CHARGE

PROVIDED that the mortgagee shall be entitled to a late payment charge of \$20.00 per day in the event that the mortgage payments are received by the Mortgagee later than the regularly scheduled payment date and/or not received at all.

DUE ON DEFAULT

IT is understood and agreed by the Mortgagor(s) that should they be in default under any existing mortgages and should the property tax not be paid to date, then the herein Mortgage/Charge is considered as being in default and the Mortgagee shall be entitled to all remedies accorded to it by law.

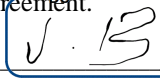
GUARANTOR CLAUSE

IN consideration of the premises and of the Mortgagee advancing the said money to the Mortgagor, the Guarantor doth hereby absolutely and unconditionally guarantee to the Mortgagee and its successors and assigns, the due and punctual payment by the Mortgagor of all principal moneys, interest and other moneys owing on the security of this mortgage, and the Guarantor for himself, his heirs, executors and administrators, covenants with the Mortgagee that if the Mortgagor shall at any time make default in the punctual payment of any moneys payable hereunder, he or they will pay all such moneys to the Mortgagee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantor and the Mortgagor, the Guarantor is only surety for the payment by the Mortgagor of the moneys hereby guaranteed, yet as between the Guarantor and the Mortgagee the Guarantor shall be considered as primarily liable therefore and that no release or releases of any portion or portions of the mortgaged premises, and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor or any successor which may arise under this mortgage, and that no extension or extensions granted by the Mortgagee to the Mortgagor or any successor for payment of the mortgage moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor or any successor nor any variation in or departure from the provisions of this mortgage nor any other dealings between the Mortgagor or any successor and Mortgagee nor any release of the Mortgagor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Mortgagee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this mortgage, until the said mortgage moneys are fully paid and satisfied. And it is hereby further expressly declared that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the mortgaged premises before being entitled to payment from the Guarantor of the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor or any moneys under his said guarantee shall not in any event be taken to affect the liability of the Mortgagor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Mortgagor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies subrogated as against the Mortgagor to all the rights, privileges and powers to which the Mortgagee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the mortgaged premises in competition with the Mortgagee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this mortgage shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Mortgagee.

AND it is further hereby expressly declared that the release of any of the Guarantors from his or their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties to this Agreement.


to be initialed by
mortgagor/guarantor

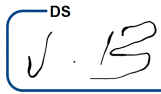
to be initialed by
mortgagor/guarantor

to be initialed by
mortgagor/guarantor

to be initialed by
mortgagor/guarantor

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor or Guarantors shall be equally binding upon his or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

THE Mortgagee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Mortgagor.

^{DS}


to be initialed by
mortgagor/guarantor

to be initialed by
mortgagor/guarantor

to be initialed by
mortgagor/guarantor

to be initialed by
mortgagor/guarantor

This is Exhibit “C” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

LAND
REGISTRY
OFFICE #43

14027-0087 (LT)

PAGE 1 OF 2
PREPARED FOR Kajfes01
ON 2022/05/03 AT 08:01:24

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

PROPERTY DESCRIPTION: PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ; SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN LT1503956; S/T DP2708 ;; CITY OF BRAMPTON

PROPERTY REMARKS: CORRECTION: INSTRUMENT NUMBER LT287990 WAS ENTERED IN ERROR AGAINST THIS PROPERTY AND WAS REMOVED AND CERTIFIED ON 1998/01/16 BY SKY DARKEVICS.
CORRECTION: INSTRUMENT NUMBER TT144298 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1998/01/16 BY SKY DARKEVICS.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK
PIN CREATION DATE: 1996/04/11

OWNERS' NAMES: 12411300 CANADA INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/04/11 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/04/11						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
TT74437	1953/06/01	NOTICE				C
REMARKS: TORONTO-MALTON AIRPORT ZONING						
TT91081	1955/09/29	NOTICE				C
REMARKS: AMENDING TT74437						
TT120053	1959/06/15	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS AMENDED 960306 BY K. BARBISON, DLR						
TT144298	1962/03/13	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS, AMENDED BY K.BARBISON DLR 96 03 06						
VS248789	1973/02/12	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS LT248789 AMENDED TO READ 248789VS 95/11/14 KATHY POWER						
LT239806	1979/10/23	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT343695	1981/09/25	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF BRAMPTON	C
LT1080132	1989/12/06	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON	C
43R20236	1994/01/31	PLAN REFERENCE				C
LT1503957Z	1994/07/25	APL ANNEX REST COV				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF		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: PEARSON AIRPORT ZONING REGULATION</i>		TRANSPORT CANADA		
PR3827738	2021/05/04	TRANSFER		TS PHARMACEUTICAL LTD.	12411300 CANADA INC.	C
PR3827739	2021/05/04	CHARGE	\$6,400,000	12411300 CANADA INC.	TRIPLE-I CAPITAL PARTNERS LIMITED	C
PR3827740	2021/05/04	NO ASSGN RENT GEN		12411300 CANADA INC.	TRIPLE-I CAPITAL PARTNERS LIMITED	C
		<i>REMARKS: PR3827739.</i>				
PR3969903	2021/12/29	CHARGE	\$2,000,000	12411300 CANADA INC.	NARSKAIA, ELENA PROVAD, EVGUENIA GOLTSMAN, YURY BERSHAK, TATYANA SHEIMAN, SVETLANA NALBANDYAN, ELENA KOTLIARENKO, ELENA AVRUTOV, ILYA	C
PR3969904	2021/12/29	NO ASSGN RENT GEN		12411300 CANADA INC.	NARSKAIA, ELENA PROVAD, EVGUENIA GOLTSMAN, YURY BERSHAK, TATYANA SHEIMAN, SVETLANA NALBANDYAN, ELENA KOTLIARENKO, ELENA AVRUTOV, ILYA	C
		<i>REMARKS: PR3969903.</i>				

This is Exhibit “D” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

Properties

PIN 14027 - 0087 LT *Interest/Estate* Fee Simple
Description PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ;
 SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN
 LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN
 LT1503956; S/T DP2708 ;; CITY OF BRAMPTON
Address 237 B ADVANCE BOULEVARD
 BRAMPTON

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 12411300 CANADA INC.
Address for Service 450 SANDLEWOOD ROAD, OAKVILLE,
 ONTARIO L6L 3S4
 I, BURKO,VOLODYMYR, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name TRIPLE-I CAPITAL PARTNERS LIMITED
Address for Service C/O 7941 JANE STREET, UNIT 200, CONCORD, ONTARIO
 L4K 4L6

Statements

Schedule: See Schedules

Provisions

Principal \$6,400,000.00 *Currency* CDN
Calculation Period Monthly, not in advance
Balance Due Date 2022/05/01
Interest Rate 12.50%
Payments \$66,666.67
Interest Adjustment Date 2021 05 01
Payment Date 1st day of each and every month
First Payment Date 2021 06 01
Last Payment Date 2022 05 01
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor 7925395 Canada Corporation; TS Pharmaceutical Ltd.; Soochan,
 Tacquinn David; and Burko, Volodymyr

Signed By

Kirishanthly Sivagopal 7941 Jane St. Suite 200 acting for Signed 2021 04 29
 Concord
 L4K4L6 Chargor(s)

Tel 416-548-7989

Fax 416-548-7969

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

Submitted By

SCALZI PROFESSIONAL CORPORATION 7941 Jane St. Suite 200 2021 05 04
 Concord
 L4K4L6

Tel 416-548-7989

Fax 416-548-7969

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Chargee Client File Number : 2021-04-01525

This is Exhibit “E” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made and effective as of April 20, 2021.

B E T W E E N :

Triple-I Capital Partners Limited
(hereinafter called the "Creditor")

OF THE FIRST PART

- and -

12411300 Canada Inc.
(hereinafter called the "Borrower")

OF THE SECOND PART

- and -

**7925395 Canada Corporation, TS Pharmaceutical Ltd.,
Volodymyr Burko and Tacquinn David Soochan**
(hereinafter called the "Guarantor")

OF THE THIRD PART

WHEREAS the Borrower and Guarantor are indebted to the Creditor pursuant to the Commitment Letter as herein defined;

AND WHEREAS the Borrower and Guarantor are hereinafter collectively called the "Debtor";

AND WHEREAS as additional security for the Loan the Debtor has entered into this Agreement with the Creditor.

NOW THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Two Dollars (\$2.00) now paid by the Creditor to the Debtor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement and in any amendments hereto, the following terms shall have the following meanings:

- (a) "**Act**" means the *Personal Property Security Act* (Ontario), as amended, or any legislation that may be substituted therefor, as the same may from time to time hereafter be amended;
- (b) "**Charge**" shall mean the Charge of the Real Property given by the Debtor to the Creditor to secure the Loan;
- (c) "**Collateral**" shall have the meaning assigned thereto in section 2.1.
- (d) "**Commitment Letter**" shall mean the loan agreement dated April 15, 2021, and any amendments thereto, between the Debtor and the Creditor for the sum of \$6,400,000.00, the particulars of which are more particularly set out in the Commitment Letter and "Loan" shall mean the money owing to the Creditor thereunder;
- (e) "**Default**" shall have the meaning assigned thereto in section 5.1;
- (f) "**Obligations**" means the indebtedness and liabilities of the Debtor to the Creditor, outstanding from time to time pursuant to the Commitment Letter;

(g) "**Real Property**" means the lands and premises owned by the Debtor and secured by the Charge and more particularly described on Schedule "A" annexed hereto;

(h) "**Reasonable Expenses**" means any and all reasonable expenses incurred from time to time by the Creditor in taking possession of, holding, repairing, processing, preparing for and arranging for the disposition of the Collateral and/or disposing of the Collateral pursuant to the terms of this Agreement, including, without limitation, all legal expenses and receiver's fees;

(i) "**Receiver**" means a receiver or a receiver and manager and the term "Receiver" may include one or more Receivers; and

(j) "**Security Interest**" shall have the meaning assigned thereto in section 2.1.

1.2 Additional Definitions

All capitalized terms used herein which are not defined herein, and which are defined in the Act, shall have the respective meanings assigned thereto in the Act.

1.3 Jurisdiction

Insofar as the Collateral is located in Ontario, this Agreement shall be governed by and construed in accordance with the Act and the other laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts in Ontario.

ARTICLE 2- CREATION OF SECURITY INTEREST

2.1 Grant

As security for the payment and performance by the Debtor of the Obligations, whether incurred prior to, at the time of or subsequent to the execution of this Agreement, including, without limitation, any extensions or renewals, notwithstanding that the Obligations shall at any time or from time to time be fully satisfied or performed, the Debtor hereby grants, mortgages, charges, transfers, assigns and creates to and in favour of the Creditor, a general and continuing security interest (the "Security Interest") in the following:

(a) all present and future equipment of the Debtor on or about the Real Property, including, without limitation, all machinery, fixtures, plants, tools, furniture, vehicles of any kind or description, all spare parts, accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto ("Equipment");

(b) all present and future inventory of the Debtor on or about the Real Property, including, without limitation, all raw materials, materials used or consumed in the business or profession of the Debtor, work-in-progress, finished goods, goods used for packing, materials used in the business of the Debtor not intended for sale, and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ("Inventory");

(c) all present and future debts, demands and amounts due or accruing due to the Debtor with respect to the Real Property, whether or not earned by performance, including, without limitation, its book debts, accounts receivable and claims under policies of insurance and all contracts, security interests and other rights and benefits in respect thereof and including, without limitation, any right to receive any cash distribution from any joint venture, co-tenancy or partnership in which the Debtor has an interest ("Accounts");

(d) all present and future intangible personal property of the Debtor relating to the Real Property, including, without limitation, all contract rights, goodwill, patents, trademarks, copyrights and other industrial property and all other choices in action of the Debtor of every kind, whether due at the present time or hereafter to become due or owing and including, without limitation, any interest the Debtor may have in any joint venture, co-tenancy or partnership, whether such interest is treated as capital property or as inventory ("Intangibles");

- (e) all present and future documents of title of the Debtor related to the Real Property, whether negotiable or otherwise, including, without limitation, all warehouse receipts and bills of lading ("Documents of Title");
- (f) all present and future agreements made between the Debtor as Creditor and others which evidence both a monetary obligation and a security interest in or a lease of specific goods related to the Real Property ("Chattel Paper");
- (g) all present and future bills, notes and cheques (as such are defined pursuant to the Bills of Exchange Act (Canada)), and all other writings that evidence a right to the payment of money and are of a type that, in the ordinary course of business, are transferred by delivery without any necessary endorsement or assignment related to the Real Property ("Instruments");
- (h) all books, accounts, invoices, letters, papers, documents and other records in any form related to the Real Property evidencing or relating to collateral subject to the Security Interest ("Documents");
- (i) all present and future personal property, business and undertaking of the Debtor related to the Real Property not being Equipment, Inventory, Accounts, Intangibles, Documents of Title, Chattel Paper, Instruments, or Documents, whether treated as inventory or as capital property ("Undertaking");
- (j) all personal property on or about the Real Property in any form or fixtures derived directly or indirectly from any dealing with collateral subject to the Security Interest or the proceeds therefrom including, without limitation, any payment representing indemnity or compensation for loss of or damage thereto or the proceeds therefrom ("Proceeds"); and
- (k) all present and future shares of the Borrower and Guarantor Corporations ("Shares");
- (l) all property described in Schedule "B" annexed hereto ("Specific Property"); and
- (m) all property as described in the 12411300 Canada Inc.'s Supplies and Equipment Fair Market Value (in place) Appraisal Report prepared by Clark & Associates and effective as of January 12, 2021 (attached as Schedule "C" herein).

The Equipment, Inventory, Accounts, Intangibles, Documents of Title, Chattel Paper, Instruments, Documents, Undertaking, Proceeds, Shares and Specific Property, if any) are collectively called the "Collateral". Any reference in this Agreement to Collateral shall mean the Collateral or any part thereof, unless the context otherwise requires. The Collateral shall not include Consumer Goods as defined in the Act.

The Creditor hereby takes and reserves the Security Interest, which security interest shall extend to the Proceeds and shall continue in full force and effect until terminated in accordance with section 11.2 hereof.

2.2 Attachment of Security Interest

The Debtor and the Creditor acknowledge and agree that:

- (a) they intend that the Security Interest attach to each item of the Collateral upon the later of the date of execution of this Agreement and the date when the Debtor has rights in such item of the Collateral including after acquired property;
- (b) value has been given for the granting of the Security Interest;
- (c) they have not agreed to postpone the time for attachment of the Security Interest;
- (d) Indebtedness Secured

the Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to the Creditor relating to the Commitment Letter (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed,

wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Creditor shall be entitled to pursue full payment thereof.

2.3 Last Day of Lease

The Security Interest shall not extend or apply to the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor. As further security for payment of the principal and interest hereby secured, the Debtor agrees that it will stand possessed of the reversion, upon trust, to assign and dispose of the same in such manner as the Creditor may from time to time direct in writing. To the extent that the creation of the Security Interest would constitute a breach or cause the acceleration of any agreement, right, licence or permit to which the Debtor is a party, the Security Interest shall not attach thereto, but the Debtor shall hold its interest therein in trust for the Creditor, and shall assign such agreement, right, licence or permit to the Creditor forthwith upon obtaining the consent of the other party thereto.

2.4 Dealings with Collateral

Until the occurrence of a Default, the Debtor may sell its Inventory in the ordinary course of its business. The Debtor agrees to deposit all Proceeds from the disposition of Inventory into its account with its bank, and the trust established herein attaching to the funds in such account in favour of the Creditor and shall be paid to the Creditor on account of the Loan upon request.

2.5 Collection of Debts

Before or after default under this Security Agreement, the Creditor may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Creditor. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for the Creditor and shall be turned over to the Creditor upon request.

Debtor authorizes the Creditor to take such action or proceedings in Debtor's name and at Debtor's expense as may be necessary to collect and recover any rents.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties

The Debtor represents and warrants to the Creditor, that as of the date hereof and so long as this agreement is in force, and upon each of which representations and warranties the Creditor specifically relies, as follows:

- (a) Incorporation – the Debtor is a corporation incorporated, organized and existing under the laws of its incorporating jurisdiction, is in good standing and has all necessary power and authority to own its properties and carry on its business in all jurisdictions in which it owns property or carries on its business;
- (b) Power, Authority – the Debtor has full power, legal right, authority and capacity to enter into this Agreement, incur the Obligations, create the Security Interest and do all such acts and things as are required hereunder to be done, observed or performed in accordance with the terms hereof;
- (c) Licenses, Permits – the Debtor has obtained all licenses, permits and approvals from any and all governments, governmental commissions, boards or other agencies required in respect of the operations of the Debtor as at the date of any advance hereunder;

(d) Defaults in Other Obligations – the Debtor is not presently in default, beyond any period of grace with respect thereto, under any guarantee, bond, debenture, note or other similar document evidencing any indebtedness (or any such obligations contained in any instrument or instruments pursuant to which any of the foregoing has been issued or made and delivered);

(e) Conflict with Other Agreements – neither the execution nor the delivery of this Agreement or the creation of the Security Interest, the consummation of the transactions herein contemplated, or compliance with the terms, conditions and provisions hereof conflicts with or will conflict with or results or will result in any breach of any of the terms, conditions or provisions of the articles of the Debtor, or of any agreement or instrument to which the Debtor is now a party, or constitutes a default thereunder, or (except as contemplated by this Agreement) results or will result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Debtor, including, without limitation, the Collateral;

(f) Tax Returns – the Debtor has filed all tax returns which are required to be filed, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, except such taxes, if any, as are being contested in good faith by it or, in the reasonable opinion of the Debtor, do not in the aggregate materially adversely affect the Debtor's financial condition or operations;

(g) Title – the Collateral is owned by the Debtor free and clear of any undisclosed mortgages, liens, charges, encumbrances, pledges, security interests or other claims whatsoever;

(h) Consumer Goods – the Collateral does not include any goods which are used or were used or acquired by the Debtor for use primarily for personal, family or household purposes; and

(i) Other Agreements – there are no outstanding agreements, calls, commitments, options, subscriptions, warrants or other rights or privileges to acquire any item constituting the Collateral.

ARTICLE 4 - COVENANTS

4.1 Positive Covenants

The Debtor covenants and agrees with the Creditor that, so long as this Agreement is in force, it shall:

(a) Payment of Obligations – pay or satisfy all Obligations when due;

(b) Business – do or cause to be done all things necessary to keep in full force and effect its corporate existence and all properties, rights, licenses and qualifications to carry on its business in Canada, in such jurisdictions within Canada and elsewhere as the Debtor carries on business or owns property;

(c) Reasonable Care – use reasonable care in the custody and preservation of the Collateral;

(d) Insurance – insure and keep insured such of its buildings, structures, equipment, apparatus, materials and supplies as required by the Commitment Letter. All such insurance maintained with respect to the Collateral shall contain a loss payable clause requiring that any loss payable thereunder be payable to the Creditor as its interest may appear, and the Debtor agrees to cause the interest of the Creditor to be noted in such policies of insurance. The Debtor will deliver to the Creditor, from time to time, upon written request, a certificate, signed by its President, setting forth particulars of such insurance and the names of the insurers;

(e) Notice – promptly notify the Creditor of any loss or damage to the Collateral, any change in any information provided in this Agreement or any actual or potential claim affecting the Debtor, the Collateral or the Security Interest;

(f) Compliance with Governmental Regulations – comply with all applicable governmental restrictions and regulations and obtain and maintain in good standing all licenses, permits and

approvals from any and all governments, governmental commissions, boards or agencies required in respect of the operations of the Debtor;

(g) Taxes – pay or cause to be paid all taxes, assessments, rates, levies, payroll deductions, government fees and dues levied, assessed or imposed upon it or its property or any part thereof, as and when the same become due and payable, unless any such taxes, assessments, rates, levies, deductions, fees, dues or imposts are in good faith contested by it;

(h) Landlord's Acknowledgements – if so requested by the Creditor, obtain a written agreement from each landlord of the Debtor in favour of the Creditor and in form and substance satisfactory to the Creditor, whereby such landlord:

(i) agrees to give notice to the Creditor of any default by the Debtor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord; and

(ii) acknowledges the Security Interest and the right of the Creditor to enforce the Security Interest in priority to any claim of such landlord;

(i) Accessions and Fixtures – prevent the Collateral from becoming an accession to any personal property not subject to this Agreement or becoming affixed to any real property;

(j) Inspection – allow the Creditor to have access to all premises of the Debtor at which Collateral may be located and to inspect the Collateral and all records of the Debtor pertaining thereto from time to time;

(k) Payment of Expenses – pay all expenses, including, without limitation, solicitors' and receivers' fees and disbursements incurred by the Creditor or its agents (including any Receiver) in connection with the preparation, perfection, preservation and enforcement of this Agreement and all expenses incurred by the Creditor or such agents in dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the Security Interest, all of which expenses shall be payable forthwith upon demand and shall form part of the Obligations;

(l) Compliance With Agreement – duly and punctually observe and perform all of the covenants, conditions and agreements to be observed and performed on its part under this Agreement or any other agreement entered into and in force at any time between it and the Creditor as and when they become due;

(m) Corporate Changes – obtain written consent of the Creditor of any material corporate changes, including, without limitation, change of name, change of voting control, amalgamations, amendments to its articles of incorporation or change of head office address;

(n) Information – deliver to the Creditor such information concerning the Collateral or the Debtor as the Creditor may reasonably request from time to time including, without limitation, aged lists of Inventory and Accounts and annual and monthly financial statements of the Debtor;

(o) Delivery of Certain Collateral – deliver to the Creditor from time to time all items of Collateral comprising Chattel Paper, Instruments, Securities and those Documents of Title which are negotiable; and

(p) Further Acts – from time to time make and do all such acts and things and execute and deliver all such instruments, agreements and documents in order to create, preserve, perfect, validate or otherwise protect the Security Interest, to enable the Creditor to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement and it shall, without limitation, forthwith inform the Creditor of any purchase of assets made by it out of the ordinary course of business.

(q) Covenants

(i) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation

(ii) to notify the Creditor promptly of:

(A) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;

(B) the details of any significant acquisition of Collateral;

(C) the details of any claims or litigation affecting Debtor or Collateral;

(D) any loss or damage to Collateral;

(E) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral; and

(F) the return to or repossession by Debtor of Collateral;

(r) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(s) to do, execute, acknowledge and deliver such financing statements, financing change statements further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Creditor of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(t) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(u) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Creditor's request so as to indicate the Security Interest;

(v) to deliver to the Creditor from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as the Creditor may reasonably request.

4.2 Negative Covenants

The Debtor covenants and agrees with the Creditor that so long as this Agreement is in force it will not, without the prior written consent of the Creditor, which consent may be unreasonably withheld:

(a) create, issue, renew, incur or suffer to exist, any mortgage, pledge, charge, lien, security interest or other encumbrance on all or any part of the present or future undertaking, property or assets of the Debtor, ranking or purporting to rank or capable of ranking or being enforced in priority to or pari passu with the Security Interest, other than:

(i) renewals, extensions or replacements of presently existing prior ranking encumbrances; and

(ii) any purchase money security interest in collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Creditor pursuant to the Act;

(b) directly or indirectly change the nature of its business;

(c) incur any liabilities or obligations outside of its normal course of business;

(d) change the location of its principal place of business or any other place at which any of the Collateral is situated; or

(e) sell, exchange, transfer, dispose of, assign, lease or otherwise deal with any item constituting the Collateral, other than in the ordinary course of business of the Debtor or enter into any agreement or undertaking to do so. Provided that it shall not sell, exchange, transfer, dispose of, lease or otherwise deal with the Specific Property without the prior consent in writing of the Creditor.

ARTICLE 5 - EVENTS OF DEFAULT

5.1 Events of Default

Each of the following events shall constitute a "Default":

(a) Payment – if the Debtor fails to make any payment under any of the Obligations when due;

(b) Default under Commitment Letter – if any default occurs pursuant to the Commitment Letter or any security given pursuant to the Commitment Letter;

(c) Taking of Possession – if any encumbrance affecting the Collateral becomes enforceable, or if an encumbrancer takes possession of all or any portion of the property of the Debtor, or if any of the Collateral or any of it is seized, distrained, forfeited, confiscated or attached;

(d) Judgment – if a distress or execution or other similar process is levied or enforced against all or any portion of the property of the Debtor and is not discharged, varied or stayed, as the case may be, whether pursuant to appeal or otherwise, within thirty (30) days after the entry thereof or within the period allowed under applicable law for appeals therefrom if such period is greater than thirty (30) days;

(e) Liquidation or Winding-up – if the Debtor takes any action in respect of liquidation or winding-up, or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or makes any proposal or assignment under any bankruptcy legislation of any applicable jurisdiction, or if a bankruptcy petition is filed or presented by it in respect of its properties or assets, or a judgment or order is entered by any court of competent jurisdiction approving such petition or any petition by it seeking an arrangement or composition in respect of its obligations, or if a custodian or Receiver or any other official with similar powers is appointed for it or all or any portion of its undertaking, properties or assets;

(f) Arrangement – if any proceedings are commenced in respect of the Debtor under the Companies Creditors Arrangement Act (Canada) or similar legislation for relief from insolvency, as amended;

(g) Carry on Business – if the Debtor, or any amalgamated corporation of which the Debtor is a predecessor, ceases to carry on business;

(h) Insolvency – if the Debtor becomes insolvent;

- (i) Sale in Bulk – if the Debtor makes or proposes to make any sale of its assets in bulk or out of the ordinary course of its business;
- (j) Inability to Pay Debts – if the Debtor illustrates, in any way, its inability to pay its debts generally as they become due;
- (k) Removal from Jurisdiction – if the Debtor removes or attempts to remove any of the Collateral, other than in the ordinary course of its business;
- (l) Performance – if the Debtor defaults in the performance of or compliance with any other term, condition, representation or covenant contained in this Agreement, provided that such default continues unremedied for a period of seven (7) consecutive days after written notice of such default has been given to the Debtor by the Creditor specifying with reasonable particularity the nature of such default and requiring such default to be remedied;
- (m) Threat to Obligations or Collateral – if the Creditor, in good faith and with commercially reasonable grounds, believes that the prospect of payment or performance of any of the Obligations is or is about to be impaired or that the Creditor is or is about to be placed in jeopardy;
- (n) Representations and Warranties – if any representation or warranty made by the Debtor herein or in any certificate or other document delivered to the Creditor pursuant hereto or otherwise shall prove to be incorrect in any material adverse respect; and
- (o) Performance of Other Obligations – if the Debtor defaults in the performance of or compliance with any term, condition, representation or covenant contained in any other general security agreement or instrument generally charging its assets and undertaking to which it is a party or in any arrangements it may have with any institutional lender, provided that such default continues unremedied for a period of time which permits the creditor under such agreement or arrangement to exercise its rights thereunder.

5.2 Notice of Intent to Enforce

The parties hereto agree that the Creditor may, contemporaneously with or during any period which the Debtor may have to remedy defaults hereunder, give the Debtor the Notice of Intention to Enforce Security required by the Bankruptcy and Insolvency Act (Canada), as amended, it being the intention of the parties that, at the Creditor's option, the period to cure defaults, and the ten (10) day Notice of Intention to Enforce Security, may run concurrently.

ARTICLE 6 - DEFAULT AND REMEDIES

6.1 Results of Default

- (a) Upon default, the Security Interest granted hereby will at the option of the Creditor in its sole discretion become immediately enforceable.
- (b) the Creditor may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Creditor or not, to be a receiver or receivers (hereinafter called a "**Receiver**", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not the Creditor, and the Creditor shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion

of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow Money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Creditor, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Creditor. Every such Receiver may, in the discretion of the Creditor, be vested with all or any of the rights and powers of the Creditor.

(c) Upon default, the Creditor may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (b).

(d) The Creditor may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Creditor may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Creditor may seem reasonable.

(e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Creditor and in addition to any other rights the Creditor may have at law or in equity, the Creditor shall have, both before and after default, all rights and remedies of a secured party under the Personal Property Security Act. Provided always, that the Creditor shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Creditor shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Creditor's possession and shall not be liable or accountable for failure to do so.

(f) Debtor acknowledges that the Creditor or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from the Creditor or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(g) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Creditor or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Creditor or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(h) The Creditor will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the Personal Property Security Act.

(i) Debtor appoints any officer or director or branch manager of the Creditor upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign or transfer, and to record any assignment or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

6.2 Accounting for Surplus

Where the Collateral has been disposed of by the Creditor as provided herein, the Creditor shall account to the Debtor for any amount by which the proceeds of disposition of the Collateral exceed the Obligations plus the Reasonable Expenses.

6.3 Redemption of Collateral

At any time before the Creditor has disposed of the Collateral as provided herein or before the Creditor has elected, in the manner set out herein, to retain the Collateral irrevocably, the Debtor may redeem the Collateral by tendering payment of the aggregate of the Obligations and the Reasonable Expenses incurred prior to such time.

6.4 Remedies Cumulative

The Creditor's rights and remedies, whether provided for in this Agreement or otherwise, may be exercised separately or in combination.

6.5 The Creditor's Obligations

The Creditor shall not be under any obligation, or liable or accountable for any failure, to enforce payment or performance of the Obligations or to seize, realize, take possession of or dispose of the Collateral and shall not be under any obligation to institute proceedings for any such purposes.

6.6 Standards of Sale

Without prejudice to the ability of the Creditor to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Creditor which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) Collateral may be disposed of by public sale following one advertisement in a newspaper having general circulation in the location of the Collateral to be sold at least seven (7) days prior to such sale;
- (c) Collateral may be disposed of by private sale after receipt by the Creditor of two written offers;
- (d) the purchaser or lessee of such Collateral may be a customer of the Creditor;
- (e) the disposition may be for cash or credit or part cash and part credit; and
- (f) the Creditor may establish a reserve bid in respect of all or any portion of the Collateral.

ARTICLE 7 - RIGHTS AND OBLIGATIONS OF THE CREDITOR

7.1 Possession by the Creditor

Where any Collateral is in the possession of the Creditor:

- (a) the Creditor shall use reasonable care in the custody and preservation thereof and shall take any steps of any nature necessary to defend or preserve the rights of the Debtor therein against the claims or demands of others or, with respect to any instrument or any Chattel Paper comprising any such Collateral, to preserve rights against prior parties;
- (b) the Creditor may, at any time following the occurrence of a Default, grant or otherwise create a security interest in such Collateral upon terms that do not impair the Debtor's right to redeem such Collateral; and
- (c) the Creditor may, at any time following the occurrence of a Default, use such Collateral for the purpose of preserving such Collateral or its value.

ARTICLE 8 - ACKNOWLEDGEMENT

8.1 Acknowledgement of Debtor

The Debtor acknowledges receipt of a true copy of this Agreement.

ARTICLE 9 - NOTICES

9.1 Notice

Any demand or notice to be given by any party hereto to any other party shall be in writing and may be given by personal delivery or except during any period when postal service is interrupted, by prepaid registered mail or by fax, or by other means of instantaneous transmission that produces a permanent copy ("other communication") addressed as follows:

to the Debtor at: **12411300 Canada Inc.**
450 Sandlewood Road, Oakville, Ontario L6L 3S4
Phone:

to the Creditor at: **Triple-I Capital Partners Limited**
35 Ghandi Lane, Thornhill, Ontario L3T 0G4
Phone:

and shall be deemed to have been received by the party to whom it was addressed:

- (i) if given by registered mail, on the date falling two (2) business days following the date upon which it was deposited in the post office with postage and cost of registration prepaid;
- (ii) if personally delivered when so delivered; and
- (iii) if given by electronic communication upon the time in the confirmation of receipt,

provided that any of the above-named parties may change the address designated from time to time, by notice in writing to the other party hereto.

ARTICLE 10 - WAIVER

10.1 Waiver of Default

The Creditor may at any time waive in writing any Default which may have occurred, provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights or remedies resulting therefrom. No delay or failure by the Creditor to exercise any right or remedy hereunder shall impair any such right or remedy, or shall be construed to be a waiver of any Default hereunder or under the Commitment Letter, or acquiescence therein.

10.2 Extensions

The Creditor may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, debts of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Creditor may see fit, all without prejudice to the liability of the Debtor to the Creditor or the Creditor's rights and powers under this Agreement or the Commitment Letter.

10.3 The Creditor Not Obligated to Advance

Nothing in this Agreement shall obligate the Creditor to make any Loan or accommodation to the Debtor, or extend the time for payment or satisfaction of any Obligations.

ARTICLE 11 - EFFECTIVE DATE AND TERMINATION

11.1 Effective Date

This Agreement shall become effective according to its terms immediately upon the execution hereof by the Creditor and the Debtor. This Agreement and the Security Interest are in addition to and not in substitution for any other agreement made between the Creditor and the Debtor or any other security granted by the Debtor to the Creditor whether before or after the execution of this Agreement. The Security Interest shall be a general and continuing security notwithstanding that the Obligations shall at any time or from time to time be fully satisfied or performed and shall continue in full force and effect until terminated as provided herein.

11.2 Discharge by the Creditor

If the Debtor or its successors or assigns (all of which are referred to as the "Debtor" in this section), as the case may be, fully satisfy and perform all of the Obligations, or if the Loan is terminated, in accordance with its terms, then the Creditor shall at the request in writing of the Debtor, and at the expense of the Debtor, terminate this Agreement and execute and deliver to the Debtor, in accordance with the Act, where applicable, such financing statements, instruments, agreements and documents as the Debtor reasonably considers necessary or desirable to discharge the Security Interest, to release and discharge the Collateral therefrom and to record such release and discharge in all appropriate offices of public record. The registration of a discharge of the Charge shall be deemed as a discharge of this Agreement.

ARTICLE 12 - GENERAL

12.1 Failure to Perform

Upon Debtor's failure to perform any of its duties hereunder, the Creditor may, but shall not be obligated perform any or all of such duties, and Debtor shall pay to the Creditor, forthwith upon written demand therefor, an amount equal to the expense incurred by the Creditor in so doing plus interest thereon from the date, such expense is incurred until it is paid at the rate of fifteen percent (15%) per annum.

12.2 Grant Extensions

The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as the Creditor may see fit without prejudice to the liability of Debtor or the Creditor's right to hold and realize the Security Interest. Furthermore, the Creditor may demand, collect and sue on Collateral in either Debtor's or the Creditor's name, at the Creditor's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

12.3 No Delay or Omission

No delay or omission by the Creditor in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Creditor may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Creditor granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

12.4 Debtor Waives Protest

Debtor waives protest of any Instrument constituting Collateral at any time held by the Creditor on which Debtor is in any way liable and, subject to the notice clauses hereof, notice of any other action taken by the Creditor.

12.5 Event of Amalgamation

Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

(a) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and

(b) shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

12.6 Province of Ontario

This Security Agreement and the transactions evidenced hereby shall be governed by and continued in accordance with the laws of Province of Ontario, as those laws may from time to time be in effect, including where applicable, the Personal Property Security Act.

12.7 Further Acts

The Debtor will, from time to time at the written request of the Creditor, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Creditor reasonably requests in order to create, preserve, perfect, validate or otherwise protect the Security Interest, to enable the Creditor to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

12.8 Severability

If any provision herein is determined to be void, voidable or unenforceable, in whole or in part by the decision of any court of competent jurisdiction, which determination is not appealed or appealable for any reason whatsoever, the provision in question shall not affect or impair or be deemed to affect or impair the enforceability or validity of any other provision hereof and such unenforceable or invalid provision or portion thereof shall be severed from the remainder of this Agreement. All the provisions hereof are hereby declared to be separate, severable and distinct.

12.9 Entire Agreement

This Agreement including the schedules hereto, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and may not be amended or modified in any respect except by written instrument signed by the parties hereto, and all other agreements, understandings, representations and writings, oral or written, are entirely replaced thereby and no longer effective.

12.10 Time of Essence.

Time shall be of the essence in this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this Agreement.

12.11 Plurality and Gender, etc.

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa.

12.12 Headings

The Article and section headings are not to be considered part of this Agreement, are inserted for convenience of reference only, and are not intended to be full or accurate descriptions of the contents thereof and shall not affect the construction or interpretation of this Agreement.

12.13 Law Applicable

This Agreement shall be construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.


12.14 Enurement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, as the case may be. This Agreement may not be assigned by the Debtor without the prior written consent of the Creditor, which consent may be unreasonably withheld.

12.15 Counterpart.


This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by electronic transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

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




Witness Name:

12411300 Canada Inc., Borrower

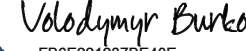
DocuSigned by:


Per: *Volodymyr Burko, A.S.O.*
I have the authority to bind the Corporation.




Witness Name:

7925395 Canada Corporation, Guarantor

DocuSigned by:


Per: *Volodymyr Burko, A.S.O.*
I have the authority to bind the Corporation

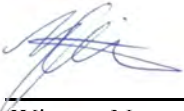


Witness Name:

TS Pharmaceutical Ltd., Guarantor



Per: *Tacquinn Davind Soochan, A.S.O.*
I have the authority to bind the Corporation



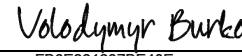
Witness Name:



Tacquinn David Soochan, Guarantor



Witness Name:

DocuSigned by:


Volodymyr Burko, Guarantor

SCHEDULE "A"

Municipal Address of the Property:

237B Advance Boulevard, Brampton, Ontario L6T 4J2; legally described as:

PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ; SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN LT1503956; S/T DP2708 ;; CITY OF BRAMPTON

P.I.N.: 14027-0087 (LT);

SCHEDULE "B"

Particulars of Specific Property if applicable

1. Location of the Debtor's Business Operations:

2. Locations of Records relating to Collateral:

3. Locations of Collateral:

SCHEDULE "C"

12411300 Canada Inc.'s Supplies and Equipment Fair Market Value (in place) Appraisal Report
prepared by Clark & Associates and effective as of January 12, 2021

This is Exhibit “F” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

GENERAL ASSIGNMENT OF RENTS

THIS AGREEMENT made this 20 day of April, 2021.

B E T W E E N:

12411300 CANADA INC.
(hereinafter referred to as the "Assignor")

OF THE FIRST PART

- and -

TRIPLE-I CAPITAL PARTNERS LIMITED
(hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is the owner of the Lands, subject to the Charge, as hereinafter defined, and has agreed to enter into this Agreement with the Assignee as collateral security for the due payment of the Charge.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the making of the loan represented by the Charge, the sum of two dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Assignor), it is hereby covenanted and agreed and declared by the Assignor as follows:

1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
 - a. **"Agreement"** shall mean this agreement.
 - b. **"Charge"** shall mean a charge of the Lands from the Assignor to and in favour of the Assignee securing the principal sum of \$6,400,000.00, together with interest thereon as therein set out, and registered against the Lands in the Land Registry Office for the Titles Division of Peel (No. 43) as Instrument Number as set out in the Notice of Assignment of Rents - General to which this Assignment is annexed under the heading "Statements".
 - c. **"Lands"** shall mean the lands and premises situate, lying and being PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ; SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN LT1503956; S/T DP2708 ;; CITY OF BRAMPTON; P.I.N.: 14027-0087 (LT); and municipally known as 237B Advance Boulevard, Brampton, Ontario L6T 4J2; more particularly described in Schedule "A" annexed hereto, together with any buildings or structures now or hereafter erected thereon.
 - d. **"Leases"** shall mean:
 - i. each and every existing and future lease of and agreement to lease of the whole or any portion of the Lands;
 - ii. each and every existing and future tenancy agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence, and including any such lease, agreement or licence granting or permitting occupancy to any of the members of the Assignor;

- iii. each and every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - iv. each and every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands.
 - e. **“Rents”** shall mean all rents, charges and other moneys (including, without limitation, any subsidies payable by any governmental bodies or agencies) past due, now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.
2. The Assignee has registered a First Charge (the “Charge”) against the Lands. The Assignor is the owner of the Property subject to the Charge and has agreed to enter into this agreement with the Assignee as collateral security for the due payment of the Charge;
3. The Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns (as security for payment of the principal, interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder and until the moneys due under and by virtue of the Charge have been fully paid and satisfied) (i) the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the name of the Chargee, as the Chargee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and (ii) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands, and their respective heirs, executors, administrators, successors or assigns or in the name of the Assignee, as the Assignee may elect in its sole discretion.
4. The Assignor hereby represents, warrants, covenants and agrees that:
- a. complete and true copies of all of the presently existing non-residential Leases have been delivered to the Chargee;
 - b. the Assignor has not and will not, without the prior written consent of the Assignee, do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;
 - c. none of the Leases or the Assignor’s rights thereunder, including the right to receive the Rents, have been nor, without the prior written consent of the Assignee, will be altered, varied, amended, assigned, encumbered, discounted, or anticipated;
 - d. the Assignor has not and will not consent to any assignments of the lessees’ interests in the Leases which will in any way relieve or reduce the liability of the lessees in connection therewith;
 - e. none of the Rents under any of the Leases has been nor will be paid prior to the due date for payment thereof, except rent for the ensuing month and except rent for the last month of the term of any Lease nor have they been discounted, released, waived, compromised or otherwise discharged;
 - f. the Assignor will from time to time and at all times hereafter observe, perform and keep all of its obligations, covenants and agreements under each of the Leases;

- g. the Assignor will not enter into any Leases without the Assignee's prior written consent;
 - h. there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto;
 - i. the Assignor will not do any act which would destroy or impair the benefits to the Assignee of this Agreement; and
 - j. the Leases have not been amended in any way, either orally or in writing, since the time of their execution, the Leases are good, valid and subsisting leases and the Assignor now has in its good and rightful power absolute authority to assign the Leases according to the true intent and meaning of this Agreement.
 - k. there is no outstanding dispute under any of the Leases by any party thereto; and
 - l. the Assignor will observe and perform all of the Assignor's obligations under each of the Leases
5. Subject to the provisions of Section 3 above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and, thereafter, the Assignee gives notice to the tenant, user, occupier, licensee or guarantor thereunder requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it. It is further agreed that a statement of default purporting to be made by or on behalf of the Assignee shall be deemed to be, for all purposes, sufficient evidence of default having been made in the payment of principal moneys and interest or some part thereof secured by the Charge or in the observance, performance or keeping of any of the terms, covenants or agreements therein contained on the part of the Assignor to be observed, performed or kept and the continuance of such default, and notice of such default shall be deemed to be well and sufficiently given to the lessees named in the Leases if such notice is sent by mail addressed to the lessees.
6. Provided further and it is hereby expressly agreed that nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of any of the covenants, obligations, provisions or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this Agreement or its receipt of the Rents or any of them become or be deemed a chargee in possession of the Lands or the charged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them, and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less all costs and expenses, collection charges and other proper deductions and that such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.
7. In the event, however, that the Assignor shall reinstate the Charge completely in good standing, having complied with all the terms, covenants and conditions of the Charge, then the Assignee shall after demand re-deliver possession of the Lands to the Assignor and the Assignor shall remain in possession unless and until another default occurs, at which time the Assignee may, at the Assignee's sole option, again take possession of the Lands under authority of this Agreement.
8. If the Assignee shall have exercised its rights under Section 5 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise

and shall have resumed collection of the Rents, the Assignee will provide the Assignor with details of all Rents received by it prior to such resumption.

9. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants, which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.
10. The Assignee shall not be responsible or accountable for any failure to collect, realize, sell or obtain payment of the Rents or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of same or for the purpose of preserving any rights of the Assignee, the Assignor or any other person, firm or corporation in respect of the Rents or any part thereof.
11. The Assignor hereby agrees to indemnify at all times and from time to time and save the Chargee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Chargee may sustain or incur by reason of the Assignor's failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agrees that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any applicable legislation from time to time respecting residential housing and further agrees that he will file all items required to be filed by such legislation in a timely, accurate and complete way.
12. The Assignee may grant extensions, take and give up securities, accept compositions, grant releases and discharges and, generally, deal with the Rents in its absolute discretion without the consent of or notice to the Assignor, but otherwise in accordance with the provisions hereof.
13. In furtherance of the foregoing assignment, the Assignor hereby authorizes the Assignee, by its employees or agents, at its option, after the occurrence of a default hereunder or under the Charge, to enter upon the Lands and to collect in the name of the Assignor or in its own name as Assignee the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable during the period of the continuance of the said default or any other default and, to this end, the Assignor further agrees that it will facilitate in all reasonable ways the Assignee's collection of said Rents and will, upon request by the Assignee, execute a written notice to each tenant under any of the Leases directing the tenant to pay rent to the said Assignee.
14. The Assignor also hereby authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the Lands and, for such purpose, to retain such agents or employees as it may deem advisable and to perform all acts necessary and proper and to expend such sums out of the income of the Lands, the Leases and the Rents as may be needful in connection therewith in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new Leases, 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. The Assignor hereby releases all claims against the Assignee arising out of such management, operation and maintenance.
15. The Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to any agent or employee as it shall select and employ and after the accumulation of a reserve, to meet taxes, assessments, water rates and other public utility charges and fire and liability insurance in the requisite amounts, credit the net amount of income received by it from

the Lands by virtue of this Agreement and to any amounts due and owing to it by the Assignor under the terms of the Charge, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of the Assignee.

16. The Assignor shall from time to time forthwith upon request furnish to the Assignee in writing all information requested relating to the Rents and the Leases and the Assignee shall be entitled from time to time to inspect such documentation and records, including all securities, bills, notes, books, papers, files, correspondence and other documents constituting or connected with the Rents and the Leases or take temporary custody thereof and, for such purposes, the Assignee shall have access to all premises occupied by the Assignor.
17. The Assignor shall from time to time forthwith upon the request of the Assignee do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Assignee of or with respect to the Rents and the Leases or any part thereof or as may be required to give effect or further effect hereto, and the Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor 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 or expedient and, without limitation, for the purpose of demanding, suing for, collecting, comprising, compounding and giving releases for any and all sums owing or which now or hereinafter may become due upon the Rents and the Leases, provided that the Assignee shall be under no obligation or duty to exercise such powers or authority or to collect or realize upon the Rents.
18. The Assignor covenants and agrees that whenever in the future any Lease with respect to the Lands is made, the Assignor will forthwith advise the Assignee of the terms thereof and the Assignor further covenants and agrees that upon the request of the Assignee made at any time, the Assignor will assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid first assignment thereof, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
19. The Assignor hereby covenants and warrants to the Assignee that neither the Assignor nor any previous owner of the Lands has executed any prior assignment or pledge of the Rents of the Lands nor any prior assignment or pledge of the Assignor's interest as landlord in the Leases which to this date have not been executed, satisfied and released, and that the Assignor has provided to the Assignee full written details of all prepayments on account of the Rents received by the Assignor in respect of the Leases.
20. It is understood and agreed that this Agreement is being taken as collateral security for the due payment of any sum due under the Charge and that none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by these presents and that following registration of a cessation of the whole of the Charge, this Agreement shall be of no further force or effect and, if requested by the Assignor, the Assignee will execute and deliver a separate reconveyance of this Agreement and the Land Registrar is hereby authorized to delete reference to this Agreement from the title to the Lands. Following registration of a cessation of the Charge, this Agreement shall be of no further force or effect only in respect of that part or parts of the Lands in respect of which the Charge has been discharged.
21. Any notice or communication to be given hereunder shall be validly given if delivered by hand or, if sent by registered prepaid mail, or by fax addressed:
 - a. in case of the Assignor, to it at:
 - i. **12411300 Canada Inc.** – 450 Sandlewood Road, Oakville, Ontario L6L 3S4

b. in case of the Assignee, to it at:

i. **Triple-I Capital Partners Limited** – 35 Gandhi Lane, Thornhill, Ontario L3T 0G4

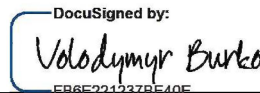
22. All such notices and communications sent by registered prepaid mail as aforesaid shall be deemed (in the absence of an interruption in postal services affecting the handling or delivery thereof) to have been given and received on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of mailing and all such notices delivered by hand or by fax shall be deemed to have been given and received on the date of delivery. Either party hereto may, by notice given as aforesaid to the other party, change the address to which, or the party to whom, future notices are to be sent to the party giving such notice.
23. The provisions of this Agreement shall be construed according to the laws of the Province of Ontario.
24. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.
25. This Agreement and everything herein contained shall bind and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
26. This Assignment may be executed in counterpart and each such counterpart shall for all purposes constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart. Execution of this agreement by facsimile transmission or email shall be acceptable and shall be binding upon each party hereto and upon the party so signing by facsimile transmission or email.

WITNESSES:



Witness Name:
Ryan Atkinson

12411300 Canada Inc., Borrower

DocuSigned by:

EB6E221237BE40E

Per: *Volodymyr Burko, A.S.O.*
I have the authority to bind the Corporation.

This is Exhibit “G” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

GUARANTEE

TO: Triple-I Capital Partners Limited
AND TO: Scalzi Professional Corporation, its solicitor herein
RE: 12411300 Canada Inc. (the "Mortgagor" or the "Borrower") and 7925395 Canada Corporation, TS Pharmaceutical Ltd., Volodymyr Burko and Tacquinn David Soochan (collectively the "Guarantors") m/t Triple-I Capital Partners Limited (the "Mortgagee(s)")
File No: 2021-04-01525
Closing: April 19, 2021
Property: 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property")

For valuable consideration, the undersigned Guarantor agrees with **Triple-I Capital Partners Limited** as follows:

- **Mortgagor's Name.** The name of the mortgagor whose loan 7925395 Canada Corporation is guaranteeing is:

12411300 Canada Inc. (collectively the "Mortgagor")

- **Guarantee.** 7925395 Canada Corporation guarantees payment to the Mortgagee of all of the Mortgagor's Loan of \$6,400,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property") and by PPSA Registrations pursuant to an Agreement between the Mortgagee and the Mortgagor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Mortgagee advancing the said money to the Mortgagor, the Guarantor do hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantors themselves, their heirs, executors and administrators, covenant with the moneys payable hereunder, they will pay all such moneys to the Mortgagee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantors and the Mortgagor, the Guarantors are only surety for the payment by the Mortgagor of the moneys hereby guaranteed, yet as between the Guarantors and the Mortgagee the Guarantors shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor or any successor which may arise under this Charge, and that no extension or extensions granted by the Mortgagee to the Mortgagor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Mortgagor or any successor and Mortgagee nor any release of the Mortgagor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Mortgagee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under her said guarantee shall not in any event be taken to affect the liability of the Mortgagor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Mortgagor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Mortgagor to all the rights, privileges and powers to which the Mortgagee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Mortgagee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Mortgagee.

PROVIDED further that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Mortgagee with respect to this Charge or any other security granted to the Mortgagee relating to the within Charge, shall not prejudice the Mortgagee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Mortgagee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, her executors or administrators, without any consent on the part of the Mortgagor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon her heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

Dated at Toronto in the Province of Ontario this 20 day of April, 2021

7925395 Canada Corporation, Guarantor

DocuSigned by:



Per: ~~Volodymyr Burko~~ Burko, A.S.O.

I have the authority to bind the Corporation

GUARANTEE

TO: Triple-I Capital Partners Limited
AND TO: Scalzi Professional Corporation, its solicitor herein
RE: 12411300 Canada Inc. (the "Mortgagor" or the "Borrower") and 7925395 Canada Corporation, TS Pharmaceutical Ltd., Volodymyr Burko and Tacquinn David Soochan (collectively the "Guarantors") m/t Triple-I Capital Partners Limited (the "Mortgagee(s)")
File No: 2021-04-01525
Closing: April 19, 2021
Property: 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property")

For valuable consideration, the undersigned Guarantor agrees with **Triple-I Capital Partners Limited** as follows:

- **Mortgagor's Name.** The names of the mortgagor whose loan TS Pharmaceutical Ltd. is guaranteeing is:
12411300 Canada Inc. (collectively the "Mortgagor")
- **Guarantee.** TS Pharmaceutical Ltd. guarantees payment to the Mortgagee of all of the Mortgagor's Loan of \$6,400,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property") and by PPSA Registrations pursuant to an Agreement between the Mortgagee and the Mortgagor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Mortgagee advancing the said money to the Mortgagor, the Guarantor do hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantors themselves, their heirs, executors and administrators, covenant with the moneys payable hereunder, they will pay all such moneys to the Mortgagee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantors and the Mortgagor, the Guarantors are only surety for the payment by the Mortgagor of the moneys hereby guaranteed, yet as between the Guarantors and the Mortgagee the Guarantors shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor or any successor which may arise under this Charge, and that no extension or extensions granted by the Mortgagee to the Mortgagor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Mortgagor or any successor and Mortgagee nor any release of the Mortgagor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Mortgagee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under her said guarantee shall not in any event be taken to affect the liability of the Mortgagor for payment thereof but such liability shall remain unimpaired and

enforceable by the Guarantor against the Mortgagor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Mortgagor to all the rights, privileges and powers to which the Mortgagee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Mortgagee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Mortgagee.

PROVIDED further that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Mortgagee with respect to this Charge or any other security granted to the Mortgagee relating to the within Charge, shall not prejudice the Mortgagee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Mortgagee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, her executors or administrators, without any consent on the part of the Mortgagor.

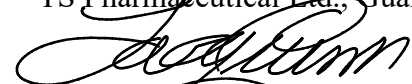
AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon her heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

Dated at Toronto in the Province of Ontario this 20 day of April, 2021

TS Pharmaceutical Ltd., Guarantor



Per: Tacquinn Davind Soochan, A.S.O.
I have the authority to bind the Corporation

PERSONAL GUARANTEE

TO: Triple-I Capital Partners Limited
AND TO: Scalzi Professional Corporation, its solicitor herein
RE: 12411300 Canada Inc. (the "Mortgagor" or the "Borrower") and 7925395 Canada Corporation, TS Pharmaceutical Ltd., Volodymyr Burko and Tacquinn David Soochan (collectively the "Guarantors") m/t Triple-I Capital Partners Limited (the "Mortgagee(s)")
File No: 2021-04-01525
Closing: April 19, 2021
Property: 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property")

For valuable consideration, the undersigned Guarantor agree with **Triple-I Capital Partners Limited** as follows:

- **Mortgagor's Name.** The names of the mortgagor whose loan I am personally guaranteeing is:

12411300 Canada Inc. (collectively the "Mortgagor")
- **Guarantee.** I personally guarantee payment to the Mortgagee of all of the Mortgagor's Loan of \$6,400,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property") and by PPSA Registrations pursuant to an Agreement between the Mortgagee and the Mortgagor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Mortgagee advancing the said money to the Mortgagor, the Guarantor do hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantors themselves, their heirs, executors and administrators, covenant with the moneys payable hereunder, they will pay all such moneys to the Mortgagee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantors and the Mortgagor, the Guarantors are only surety for the payment by the Mortgagor of the moneys hereby guaranteed, yet as between the Guarantors and the Mortgagee the Guarantors shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor or any successor which may arise under this Charge, and that no extension or extensions granted by the Mortgagee to the Mortgagor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Mortgagor or any successor and Mortgagee nor any release of the Mortgagor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Mortgagee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under her said guarantee shall not in any event be taken to affect the liability of the Mortgagor for payment thereof but such liability shall remain unimpaired and

enforceable by the Guarantor against the Mortgagor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Mortgagor to all the rights, privileges and powers to which the Mortgagee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Mortgagee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Mortgagee.

PROVIDED further that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Mortgagee with respect to this Charge or any other security granted to the Mortgagee relating to the within Charge, shall not prejudice the Mortgagee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

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Dated at Toronto in the Province of Ontario this 20 day of April, 2021

DocuSigned by:
Volodymyr Burko
FB6E221237BE40E...

Volodymyr Burko, Guarantor

PERSONAL GUARANTEE

TO: Triple-I Capital Partners Limited
AND TO: Scalzi Professional Corporation, its solicitor herein
RE: 12411300 Canada Inc. (the "Mortgagor" or the "Borrower") and 7925395 Canada Corporation, TS Pharmaceutical Ltd., Volodymyr Burko and Tacquinn David Soochan (collectively the "Guarantors") m/t Triple-I Capital Partners Limited (the "Mortgagee(s)")
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- **Mortgagor's Name.** The names of the mortgagor whose loan I am guaranteeing is:

12411300 Canada Inc. (collectively the "Mortgagor")
- **Guarantee.** I personally guarantee payment to the Mortgagee of all of the Mortgagor's Loan of \$6,400,000.00 (the "Loan"). Said loan is secured by a charge (the "Charge") against 237B Advance Boulevard, Brampton, Ontario L6T 4J2 (the "Property") and by PPSA Registrations pursuant to an Agreement between the Mortgagee and the Mortgagor (the "Agreement") which Agreement may be amended, extended or renewed from time to time.

IN CONSIDERATION of the premises and of the Mortgagee advancing the said money to the Mortgagor, the Guarantor do hereby absolutely and unconditionally guarantee to all principal moneys, interest and other moneys owing on the security of this Charge, and the Guarantors themselves, their heirs, executors and administrators, covenant with the moneys payable hereunder, they will pay all such moneys to the Mortgagee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantors and the Mortgagor, the Guarantors are only surety for the payment by the Mortgagor of the moneys hereby guaranteed, yet as between the Guarantors and the Mortgagee the Guarantors shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises and no indulgence shown by the Mortgagee in respect of any default by the Mortgagor or any successor which may arise under this Charge, and that no extension or extensions granted by the Mortgagee to the Mortgagor or any successor for payment of the Charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Mortgagor or any successor nor any variation in or departure from the provisions of this Charge nor any dealings between the Mortgagor or any successor and Mortgagee nor any release of the Mortgagor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Mortgagee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before default and after as before maturity of this Charge, including any future renewals with or without an increased rate of interest, until the said Charge moneys are fully paid and satisfied. And it is hereby further expressly declared that the Mortgagee shall not be bound to exhaust its recourse against the Mortgagor or the Charged premises before being entitled to payment from the Guarantor or the amount hereby guaranteed by the Guarantor.

ANY payment by the Guarantor of any money under her said guarantee shall not in any event be taken to affect the liability of the Mortgagor for payment thereof but such liability shall remain unimpaired and

enforceable by the Guarantor against the Mortgagor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies by subrogated as against the Mortgagor to all the rights, privileges and powers to which the Mortgagee was entitled prior to payment by such Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the charged premises in competition with the Mortgagee and shall not unless and until the whole of the principal, interest and other moneys owing on the security of this Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Mortgagee.

PROVIDED further that any failure on the part of the Mortgagee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Mortgagee with respect to this Charge or any other security granted to the Mortgagee relating to the within Charge, shall not prejudice the Mortgagee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantor pursuant to the terms hereof.

THE Mortgagee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, her executors or administrators, without any consent on the part of the Mortgagor.

AND it is further hereby expressly agreed that if there is more than one Guarantor, all covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be joint and several and wherever the singular has been used the plural shall be deemed to be substituted as the context requires.

AND it is further hereby expressly declared that the release of any of the Guarantors from their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been a party or parties of the Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon her heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

Dated at Toronto in the Province of Ontario this 20 day of April, 2021



Tacquinn David Soochan, Guarantor

This is Exhibit “H” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

Enquiry Result

File Currency: 26JUN 2022



Show All Pages

Note: All pages have been returned.

Type of Search Business Debtor
 Search Conducted On 12411300 CANADA INC.
 File Currency 26JUN 2022

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
772025967	1	2	1	5	29APR 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
772025967		001	1		20210429 1432 1590 0475	P PPSA	5

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 12411300 CANADA INC.
Address **City** **Province** **Postal Code**
 450 SANDLEWOOD ROAD OAKVILLE ON L6L 3S4

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
Address **City** **Province** **Postal Code**

Secured Party **Secured Party / Lien Claimant**
 TRIPLE-I CAPITAL PARTNERS LIMITED
Address **City** **Province** **Postal Code**
 C/O 7941 JANE STREET, UNIT 200 CONCORD ON L4K 4L6

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

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

General Collateral Description **General Collateral Description**

--	--

Registering Agent	Registering Agent			
	SCALZI PROFESSIONAL CORPORATION			
	Address	City	Province	Postal Code
	7941 JANE STREET, UNIT 200	CONCORD	ON	L4K 4L6

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	12411300 CANADA INC.								
File Currency	26JUN 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	772026003	2	2	2	5	29APR 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
772026003		001	4		20210429 1433 1590 0476	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	12411300 CANADA INC.								
	Address				City	Province	Postal Code		
	450 SANDLEWOOD ROAD				OAKVILLE	ON	L6L 3S4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	TRIPLE-I CAPITAL PARTNERS LIMITED								
	Address				City	Province	Postal Code		
	C/O 7941 JANE STREET, UNIT 200				CONCORD	ON	L4K 4L6		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THE SECURITY INTEREST IS TAKEN IN ALL OF THE BUSINESS DEBTOR'S								
	PRESENT AND AFTER-ACQUIRED PROPERTY, ASSIGNMENT OF RENTS AND LEASES								
	AND GENERAL SECURITY AGREEMENT GRANTED BY THE BUSINESS DEBTOR TO THE								
Registering Agent	Registering Agent								
	SCALZI PROFESSIONAL CORPORATION								
	Address				City	Province	Postal Code		
	7941 JANE STREET, UNIT 200				CONCORD	ON	L4K 4L6		

CONTINUED

Type of Search	Business Debtor								
	12411300 CANADA INC.								

Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name				Ontario Corporation Number			
	Address			City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant							
	Address			City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.		

General Collateral Description	General Collateral Description CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING TO THE LANDS COMMONLY KNOWN AS 237B ADVANCE BOULEVARD, BRAMPTON, ONTARIO L6T 4J2 AND ALL PROCEEDS THEREOF.							
Registering Agent	Registering Agent							
	Address			City	Province	Postal Code		

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)



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This is Exhibit “I” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)



Tax Certificate

2 Wellington Street West
 Brampton, ON L6Y 4R2
 T: 311 or 905.874.2000 F: 905.874.2296
 www.brampton.ca/contact

No: 96570 Fee Paid: \$70.00
 Date: May 5, 2022

Roll No: 10-15-0-116-20911-0000
 Location: 237 B ADVANCE BLVD
 Description: PLAN M269 PT BLK D RP 43R20236
 PART 3 & 4
 Owner: TS PHARMACEUTICAL LTD.
 Reference:

SCALZI PROFESSIONAL CORP
 7941 JANE STREET
 SUITE 200
 CONCORD ON L4K 4L5
 CANADA

Levy Information

Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2022	20,246.00						20,246.00
2021		40,493.38					40,493.38

Tax Information

*** Future Instalments**

Year	Tax Owing	Pen/Int Owing	Total Owing
2022	20,256.17	759.27	21,015.44
2021	28,583.55	3,574.87	32,158.42
2020			
2019 & Prior			
Sub Total	48,839.72	4,334.14	53,173.86
Tax Loans			
Total	48,839.72	4,334.14	53,173.86

Collection Activity

Note: The amounts shown above represent the status of the account as of the date of production only and are subject to change. Please contact the Brampton Tax Office (905-874-2200) for an update on amounts owing prior to preparing any remittance.

I hereby certify that this statement shows all arrears of taxes against the lands described hereon, and proceedings have (not) been commenced under the Municipal Tax Sales Act Part XI, Sale of Land for Tax Arrears, Municipal Act 2001. Subsequent additional levies for the current year or prior years under the provisions of the Assessment Act, the Municipal Act or other statutes, including those resulting from outstanding assessment and tax appeals, are not included.

For Treasurer:

This is Exhibit “J” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

May 10th, 2022

City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

Attention: Cashiers Office

Re: PAYMENT OF TAX ARREARS

Legal Description: PLAN M269 PT BLK D RP 43R20236 PART 3 &4
Municipal Address: 237B Advance Blvd, Brampton, Ontario, L6T 4J2
PIN: 14027-0087 (LT)
Owner(s): 237B ADVANCE INC.
Our File No.: 2022-05-01898
Roll No.: 10-15-0-116-20911-0000

We are the solicitors for a matter regarding the property municipally known as 237B Advance Blvd, Brampton, Ontario, L6T 4J2, and we are in receipt of a City of Brampton Tax Certificate dated May 5th, 2022, a copy of which is enclosed.

Our client has instructed us to settle the tax arrears associated with this property as of May 5th, 2022..

Enclosed is a certified trust cheque in the amount of **\$53,173.86** made payable to the City of Brampton.

Upon receipt of this request, please kindly provide our office with confirmation that the payment has been processed via email to ikajfes@scalzilaw.com, along with an updated property tax balance owing on the property (if any).

Thank you,



Per: Liz Macchiavello
Junior Law Clerk
CS/lm
Encl.



2 Wellington Street West
 Brampton, ON L6Y 4R2
 T: 311 or 905.874.2000 F: 905.874.2296
 www.brampton.ca/contact

Tax Certificate

No: 96570 Fee Paid: \$70.00
 Date: May 5, 2022

Roll No: 10-15-0-116-20911-0000
 Location: 237 B ADVANCE BLVD
 Description: PLAN M269 PT BLK D RP 43R20236
 PART 3 & 4
 Owner: TS PHARMACEUTICAL LTD.
 Reference:

SCALZI PROFESSIONAL CORP
 7941 JANE STREET
 SUITE 200
 CONCORD ON L4K 4L5
 CANADA

Levy Information

Year	Interim	Annual	Supplementaries	Appeals	Apportionment	Cap/Clawback	Total
2022	20,246.00						20,246.00
2021		40,493.38					40,493.38

Tax Information

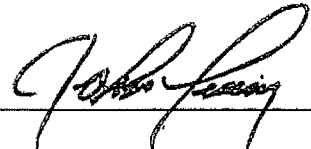
*** Future Instalments**

Year	Tax Owing	Pen/Int Owing	Total Owing
2022	20,256.17	759.27	21,015.44
2021	28,583.55	3,574.87	32,158.42
2020			
2019 & Prior			
Sub Total	48,839.72	4,334.14	53,173.86
Tax Loans			
Total	48,839.72	4,334.14	53,173.86

Collection Activity

Note: The amounts shown above represent the status of the account as of the date of production only and are subject to change. Please contact the Brampton Tax Office (905-874-2200) for an update on amounts owing prior to preparing any remittance.

I hereby certify that this statement shows all arrears of taxes against the lands described hereon, and proceedings have (not) been commenced under the Municipal Tax Sales Act Part XI, Sale of Land for Tax Arrears, Municipal Act 2001. Subsequent additional levies for the current year or prior years under the provisions of the Assessment Act, the Municipal Act or other statutes, including those resulting from outstanding assessment and tax appeals, are not included.

For Treasurer: 

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

SCALZI PROFESSIONAL CORPORATION

005117

DATE 10 05 2022
D D M M Y Y Y Y

PAY TO THE ORDER OF **City of Brampton**

\$ **53,173.86**

Fifty Three Thousand One Hundred Seventy Three Dollars And 86 Cents Only

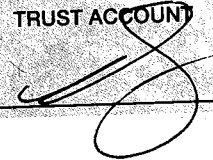
/ 100 DOLLARS

TD CANADA TRUST
493 PARLIAMENT ST
TORONTO, ON M4X 1P3

TRUST ACCOUNT

FOR 237B Advance - Tax Arrears Payment
Roll # 10-15-0-116-20911-0000

PER _____



⑈0005117⑈ ⑆12232⑈004⑆ 1223⑈5016439⑈

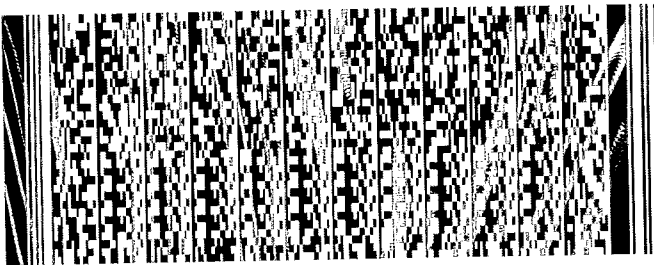
Do not send cash or cash equivalent / Ne pas envoyer d'espèces ni de quasi-espèces.

YOUNG & RUBICAM

Purolator


Purolator Purolator Express Envelope 12PM

FROM / DE Scalzi Professional Corp 20 CALDARI RD SUITE 2 CONCORD, ON L4K 4N8 416-548-7989 x 107 REF: 1898CITYOFBRAMP	TO / A CASHIERS OFFICE CITY OF BRAMPTON 2 WELLINGTON ST W BRAMPTON, ON L6Y 4R2
--	--



DATE: 10 MAY 2022	WEIGHT/POIDS 1 LB	55
PIECES: 1 of/de 1		

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This is Exhibit “K” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

Properties

PIN 14027 - 0087 LT *Interest/Estate* Fee Simple
Description PCL D-32, SEC M269 ; FIRSTLY ; PT BLK D, PL M269 , PART 3 , 43R20236 , ;
 SECONDLY ; PT BLK D, PL M269 , PART 4 , 43R20236 ; T/W PT 2, 43R20236 AS IN
 LT1503956; S/T PT 3, 43R20236 IN FAVOUR OF PTS 1 & 2, 43R20236 AS IN
 LT1503956; S/T DP2708 ;; CITY OF BRAMPTON
Address 237 B ADVANCE BOULEVARD
 BRAMPTON

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 12411300 CANADA INC.
Address for Service 237 B Advance Blvd, Brampton, ON L6T
 4J2

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	NARSKAIA, ELENA	180,000/2,000, 000
Address for Service	16 Elgin St., Suite #232 Thornhill, ON, L3T 4T4	
Name	PROVAD, EVGUENIA	100,000/2,000, 000
Address for Service	773 Freemont Court Innisfil, ON L9S 0K4	
Name	GOLTSMAN, YURY	160,000/2,000, 000
Address for Service	2514 Tillings Rd. Pickering ON L1X 0C5	
Name	BERSHAK, TATYANA	410,000/2,000, 000
Address for Service	33 Kingshill Rd. Richmond Hill, ON L4E 4B1	
Name	SHEIMAN, SVETLANA	100,000/2,000, 000
Address for Service	125 Walter Sinclair Ct. Richmond Hill, ON L4E 0X4	
Name	NALBANDYAN, ELENA	300,000/2,000, 000
Address for Service	1262 Cornerbrook Pl. Mississauga ON L5C 3J4	
Name	KOTLIARENKO, ELENA	450,000/2,000, 000
Address for Service	31 Amberhill Way Aurora, ON L4G 7E1	
Name	AVRUTOV, ILYA	300,000/2,000, 000
Address for Service	21 Haley Crt. Thornhill ON L4J 6A3	

Statements

Schedule: See Schedules

Provisions

Principal \$2,000,000.00 *Currency* CDN
Calculation Period Monthly, Not in Advance

Provisions

Balance Due Date	2022/12/23
Interest Rate	10.0% per annum
Payments	
Interest Adjustment Date	2021 12 23
Payment Date	On the 23rd of each and every month
First Payment Date	2022 01 23
Last Payment Date	2022 12 23
Standard Charge Terms	200033
Insurance Amount	Full insurable value
Guarantor	Burko, Volodymyr; 7925395 Canada Corporation

Additional Provisions

Payment: The Monthly Payments are of interest only;

Chargor(s) and Guarantor(s) acknowledge having received and read copy of this Mortgage, Schedule A attached hereto, and Standard Charge Terms 200033 and agree to be bound by the terms contained therein;

Chargor and Guarantors acknowledges having received and read copy of this Mortgage, Schedule A attached hereto, and Standard Charge Terms 200033 and agree to be bound by the terms contained therein. The terms of this commitment and any other documentation in connection with this loan, including any registered Charge that is completed, are intended by the parties to be complimentary, and the parties agree that neither such repetition of terms between documents, nor the absence of a term in all of such documentation, shall be a conflict, but that all such terms in any document shall be constructed as included in all other documentation, and that in the event of any actual conflict between the terms of such documentation, the Lender shall be entitled to resolve the conflict in its sole and absolute discretion, and the Borrower agrees that the Lender's resolution of the interpretation of the conflict shall be final and binding, and shall not dispute same.

Signed By

Michael Amurjuev	18 King Street East, Suite #1400 Toronto M5H 1A1	acting for Chargor(s)	Signed	2021 12 29
------------------	--	--------------------------	--------	------------

Tel 416-357-0864

Fax 647-954-1891

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

Submitted By

AMURJUEV LAW PROFESSIONAL CORPORATION	18 King Street East, Suite #1400 Toronto M5H 1A1	2021 12 29
---------------------------------------	--	------------

Tel 416-357-0864

Fax 647-954-1891

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

This is Exhibit “L” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

From: Carmine Scalzi <cscalzi@scalzilaw.com>

Sent: May 25, 2022 3:29 PM

To: Ryan Atkinson <ryan@atkinsonlaw.ca>

Cc: Ivan Kajfes <ikajfes@scalzilaw.com>

Subject: Advance blvd

Hi Ryan,

I hope this email finds you well.

I understand you or your clients tried to reach out to my client regarding the first mortgage registered on advance blvd.

Please note that we are counsel, going forward please direct all correspondence through my office. I also ask that your clients not attempt to contact mine directly.

As you may be aware the mortgage has expired and your clients have unfortunately defaulted on their obligations under the mortgage. In particular they allowed a subsequent mortgage to be registered contrary to our terms and they failed to pay property taxes of over \$40,000.00.

Please advise of your clients intentions.

Carmine

This is Exhibit “M” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

On Wed, Jun 15, 2022 at 11:47 AM Ryan Atkinson <ryan@atkinsonlaw.ca> wrote:

Hi Carmine, our client is in the later stages of refinancing the property with a credit union.

Most conditions of funding have been satisfied and appraisals and building condition assessment reports are in draft form. I would expect the financing to be instructed in the next few weeks and funding in later July. We may discuss further on a call if you wish, I can be reached at ([416](tel:416)) 275-9702.

All the Best,
Ryan Atkinson

This is Exhibit “N” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

From: Carmine Scalzi <cscalzi@scalzilaw.com>
Date: Thu, Jun 16, 2022 at 9:01 AM
Subject: Re: Advance blvd
To: Ryan Atkinson <ryan@atkinsonlaw.ca>
Cc: Ivan Kajfes <ikajfes@scalzilaw.com>, Kate Stavropoltseva <kate@atkinsonlaw.ca>, Avi Freedland <avi@atkinsonlaw.ca>

Hi Ryan,

Its good to hear from you, I hope you and your family are well.

As you may be aware, your client neglected to pay any of the property taxes over the past 13 months and as such my client was forced to pay a substantial sum to the City to cover the arrears (in excess of \$53,000.00). Further, the mortgage expired approximately 6 weeks ago and despite repeated attempts, my client has heard nothing from yours until your email below.

It is our understanding that the property has been abandoned for sometime, and your client has been out of business. If this is not the case, please advise.

I will speak to my client about your email and I will get back to you. In the meantime, please advise as to the following:

- 1) How long has your client been out of business?
- 2) Please provide particulars of who they are refinancing with, including any commitment letters received.
- 3) We would appreciate a walk through the property to inspect the interior condition and the condition of the equipment, chattels, etc.. Please provide us with availability over the next 7 days for a date we can attend.

We look forward to hearing from you. My client wishes to have this matter resolved with your clients and would appreciate a prompt response to the questions above.

Carmine.

Carmine Scalzi



[868A Eglinton Avenue West, Toronto, ON, M6C 2B6](#)

Office: 416-548-7989

Direct: 416-691-9909

Fax: 416-548-7969

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This is Exhibit “O” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

From: Carmine Scalzi <cscalzi@scalzilaw.com>

Sent: June 29, 2022 8:12 PM

To: Ryan Atkinson <ryan@atkinsonlaw.ca>

Cc: Ivan Kajfes <ikajfes@scalzilaw.com>; Kate Stavropoltseva <kate@atkinsonlaw.ca>

Subject: Re: Advance blvd

Ryan thank you for your reply. With respect your information is incorrect. Note that my client arranged to pay over \$50,000 last month to the city on account of tax arrears as no payments were made in over 14 months. I will arrange to provide you with proof of payment tomorrow.

I have a call with my client tomorrow and will provide a reply to the remaining aspects of your email.

Carmine

On Wed, Jun 29, 2022 at 7:06 PM Ryan Atkinson <ryan@atkinsonlaw.ca> wrote:

Carmine,

I was away last week. Please note:

1. Our client has paid the property tax in full;
2. The building is not abandoned and our clients business is fully operational;
3. The refinance is with a prominent credit union and shall payout your client in full with surplus proceeds to spare, we are expecting funding in late July;
4. Please advise the name and contact information of any individual who wishes to inspect the building, and well as the purpose of the inspection and our client will consider and make the arrangements, as appropriate; and
5. Our client may consider providing copies of expert reports to your client in consideration for 90 days forbearance, please advise whether your client is interested in such an arrangement.

All the Best,
Ryan Atkinson

This is Exhibit “P” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)



Ivan Kajfes <ikajfes@scalzilaw.com>

Advance blvd

Carmine Scalzi <cscalzi@scalzilaw.com>

Thu, Jun 30, 2022 at 4:14 PM

To: Ryan Atkinson <ryan@atkinsonlaw.ca>

Cc: Ivan Kajfes <ikajfes@scalzilaw.com>, Kate Stavropoltseva <kate@atkinsonlaw.ca>, "Sherkin, Kevin" <ksherkin@millerthomson.com>

Ryan,

I write further to your email of June 29, 2022. Firstly, please find enclosed our letter to the City of Brampton dated May 10, 2022 enclosing our cheque in the sum of \$53,173.86 payable to the City of Brampton for tax arrears. I note that your clients failed / neglected to make a single tax payment since the registration of the mortgage in May of 2021.

With respect, we have repeatedly asked you for, inter alia, a copy of the commitment letter and your client's availability for a walk through at the property in my correspondence to you of June 16, June 20 and June 24. We have not had any satisfactory reply to our correspondence and as such, we have commenced the process of enforcement by, inter alia, issuing our section 244 notice and retaining counsel to appoint a receiver further to the terms of the Mortgage and the GSA executed by your clients.

In respect of a walk through of the Property, please note that we are available next week on Tuesday, July 5, Wednesday, July 6 and Thursday July 7, 2022 either at 10am or 1pm. Please advise which date(s) work best for your clients.

My client is amenable to a 60 day forbearance agreement provided your clients agree and undertake to the following terms:

- 1) Your client consent to judgment allowing for (a) appointment of a receiver; (b) a writ of possession; and (c) judgment against the mortgagor and all guarantors for the full amount owing under the mortgage (discharge statement to be provided);
- 2) you agree to provide access to the premises for inspection purposes within 7 days of this email and in the future on 48 hours written notice;
- 3) Produce a copies of all documents / permits / licences confirming your client is in fact authorized to operate its business at the premises;
- 4) Produce up to date tax certificates confirming all HST, payroll and source deductions have been paid up to date;
- 5) Payment of all interest arrears from the date of expiry of the mortgage, repayment of the property tax, legals and monthly payments for interest on July 1 for the month of July and August 1 for the month of August. In total the amount is as follows: 1) Property tax payment: \$53,173.86; Interest arrears for May 1-July 30: \$200,001; legals (est) \$20,000; total \$273,174.86; and
- 6) Provide a copy of any and all commitment letters received and any recent appraisals obtained

The above is also provided that all assets as outlined in the GSA are still on the premises in good working order.

Please advise if you have any questions regarding the above. I require a reply by no later than Monday, July 4/22.

Carmine Scalzi868A Eglinton Avenue West, [Toronto, ON, M6C 2B6](#)Office: [416-548-7989](tel:416-548-7989)Direct: [416-691-9909](tel:416-691-9909)Fax: [416-548-7969](tel:416-548-7969)

Confidentiality Notice:

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying or storage of this message or its attachments is strictly prohibited.

[Quoted text hidden]



237B Advance - Copy of cheque and Tracking - sent _220630_090957.pdf
204K

This is Exhibit “Q” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

OCCUPANCY REPORT

14-1860 Appleby Line, Suite 491, Burlington ON L7L 7H7 PHONE: (800) 668-1947 FAX: (905) 271-4401

File #: 103230

Client: SCALZI PROFESSIONAL CORPORATION Inspected: 11-May-2022 Mortgagor: 12411300 CANADA INC.
Contact: Ivan Kajfes Status: Vacant Mortgage:
Address: 237B Advance Blvd

EXTERIOR

House: Average Lawn: Neighborhood: Good
Overall: Average

OCCUPANT

<u>Occupant Name</u>	<u>Relationship</u>	<u>Phone</u>	<u>Email</u>	<u>Rent Amt \$</u>
				\$0.00

Vehicle: No Plate #

UTILITIES

Hydro: On Water: N/A Gas: N/A
Oil: N/A Propane: N/A

Agent Listing/Sale

Property Listed: NO
Listing Agency: Agent Phone:
Agent Name:

Comments

Inspector attended the property on 05/11/2022.
The subject property is a commercial building.
The building looks empty/vacant but there isn't anywhere we can see into it and entire yard is fenced in with security gates.
The yard is completely empty though.
We were able to attach our call back notice onto a side door.

Comments (2nd Visit)

This is Exhibit “R” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

NOTICE OF INTENTION TO ENFORCE SECURITY
(SUBSECTION 244(1))

TO: 12411300 CANADA INC., VOLODYMYR BURKO, 7925395 CANADA CORPORATION,
TS PHARMACEUTICAL LTD., AND TACQUINN DAVID SOOCHAN, insolvent parties

TAKE NOTICE THAT:

1. **TRIPLE-I CAPITAL PARTNERS LIMITED**, a secured creditor, intends to enforce its security on the present and after-acquired property of the insolvent parties being 12411300 CANADA INC., VOLODYMYR BURKO, 7925395 CANADA CORPORATION, TS PHARMACEUTICAL LTD., and TACQUINN DAVID SOOCHAN .
2. The security that is to be enforced includes, *inter alia*, a Charge/Mortgage in the principal amount of \$6,400,000.00, and registered as Instrument No. PR3827739 registered on May 4th, 2021 on lands municipally known as 237B Advance Boulevard, Brampton, ON, and a General Security Agreement dated April 29th, 2021 (collectively the “**Security**”).
3. The total amount of indebtedness secured by the Security as at the close of business on June 10th, 2022 is **6,762,875.89** inclusive of principal, interest, fees, and costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the ten day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto this 10th day of June, 2022

TRIPLE-I CAPITAL PARTNERS LIMITED, the Mortgagee
by their solicitor herein,
Scalzi Professional Corporation



Per: _____

Carmine Scalzi
LSUC #52379S
Scalzi Professional Corporation
cscalzi@scalzilaw.com
868A Eglinton Ave West
Toronto, ON
M6C 2B6

Office: 416-548-7989
Direct: 416-691-9909
Fax: 416-548-7969

Solicitor for the Mortgagee and secured creditor, TRIPLE-I CAPITAL PARTNERS
LIMITED

SCHEDULE "A"

PARTIES TO WHOM THIS NOTICE IS SERVED:

TO: 12411300 CANADA INC.
450 Sandlewood Road
Oakville, ON
L6L 3S4

AND TO: 12411300 CANADA INC.
c/o VOLODYMIR BURKO
450 Sandlewood Road
Oakville, ON
L6L 3S4

AND TO: VOLODYMIR BURKO
450 Sandlewood Road
Oakville, ON
L6L 3S4

AND TO: THE SPOUSE OF VOLODYMIR BURKO
450 Sandlewood Road
Oakville, ON
L6L 3S4

AND TO: 7925395 CANADA CORPORATION
330 Bronte Street South, Unit 104
Milton, ON
L9T 7X1

AND TO: 7925395 CANADA CORPORATION
c/o VOLODYMIR BURKO
450 Sandlewood Road
Oakville, ON
L6L 3S4

AND TO: TS PHARMACEUTICAL LTD.
597 Water Street
Simcoe, ON
N3Y 4K1

AND TO: TS PHARMACEUTICAL LTD
c/o TACQUINN DAVID SOOCHAN
597 Water Street
Simcoe, ON
N3Y 4K1

AND TO: TACQUINN DAVID SOOCHAN
597 Water Street
Simcoe, ON
N3Y 4K1

AND TO: THE SPOUSE OF TACQUINN DAVID SOOCHAN
597 Water Street
Simcoe, ON
N3Y 4K1

AND TO: ELENA NARSKAIA
16 Elgin St., Suite #232
Thornhill, ON, L3T 4T4

AND TO: **EVGUENIA PROVAD**
773 Freemont Court
Innisfil, ON L9S 0K4

AND TO: **YURY GOLTSMAN**
2514 Tillings Rd.
Pickering ON L1X 0C5

AND TO: **TATYANA BERSHAK**
33 Kingshill Rd.
Richmond Hill, ON L4E 4B1

AND TO: **SVETLANA SHEIMAN**
125 Walter Sinclair Ct.
Richmond Hill, ON L4E 0X4

AND TO: **ELENA NALBANDYAN**
1262 Cornerbrook Pl.
Mississauga ON L5C 3J4

AND TO: **ELENA KOTLIARENKO**
31 Amberhill Way
Aurora, ON L4G 7E1

AND TO: **ILYA AVRUTOV**
21 Haley Crt.
Thornhill ON L4J 6A3

This is Exhibit “S” referred to in the Affidavit of ALFRED TONG sworn by ALFRED TONG of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Aram Simovonian

Commissioner for Taking Affidavits (or as may be)

Aram Simovonian (73974D)

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

BETWEEN:

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondent

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

CONSENT

TAKE NOTICE THAT Crowe Soberman Inc. hereby consents to being appointed receiver and manager in the within action.

DATED at Toronto, Ontario this 21st day of July, 2022.

CROWE SOBERMAN INC.

Per: _____

Name: Hans Rizarri

Title: Licensed Insolvency Trustee

TRIPLE-I CAPITAL PARTNERS LIMITED
Applicant

and **12411300 CANADA INC**
Respondent

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

SCALZI PROFESSIONAL CORPORATION
868A Eglinton Avenue West
Toronto, Ontario M6C 2B6

Carmine Scalzi (LSO No.: 52379S)
Tel: (416) 548-7989
Fax: (416) 548-7969
Email: cscalzi@scalzilaw.com
Lawyer for the Plaintiffs

MASON CAPLAN ROTI LLP
123 Front Street West, Suite 1204
Toronto, Ontario M5J 2M2

Gary M. Caplan (LSO No.: 19805G)
Tel: (416) 596-7796
Fax: (855) 880-6271
Email: gcaplan@mcr.law
Lawyer acting as agent to
Scalzi Professional Corporation

**TRIPLE-I CAPITAL PARTNERS
LIMITED**
Applicant

-and-

12411300 CANADA INC.
Respondents

Court File.: CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

Proceeding commenced at
TORONTO

**AFFIDAVIT OF ALFRED TONG
(SWORN July 21, 2022)**

SCALZI PROFESSIONAL CORPORATION

20 Caldari, Unit 2
Concord, ON L4K 4N8

Carmine Scalzi (LSUC No.: 52379S)

Tel: (416) 548-7989
Fax: (416) 548-7969
Email: cscalzi@scalzilaw.com
Lawyers for the Applicant

MASON CAPLAN ROTI LLP

123 Front Street West, Suite 1204
Toronto, Ontario M5J 2M2

Gary M. Caplan (LSO No.: 19805G)

Tel: (416) 596-7796
Fax: (855) 880-6271
Email: gcaplan@mcr.law
Lawyer acting as agent to Scalzi Professional
Corporation

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE)
) , THE
) DAY OF JULY, 2022

TRIPLE-I CAPITAL PARTNERS LIMITED

Applicant

- and -

12411300 CANADA INC.

Respondent

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by Triple-I Capital Partners Limited for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Crowe Soberman LLP as receiver and manager (in such capacities, the “**Receiver**”) without security, of the Real Property and Personal Property (each as defined below) of 12411300 Canada Inc. (the “**Debtor**”) was heard this day by video conference.

ON READING the affidavit of Alfred Tong sworn July 21, 2022, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the proposed Receiver, and such other parties listed on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Aram Simovian sworn July 21, 2022 and on reading the consent of Crowe Soberman LLP. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Crowe Soberman LLP. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor (the “**Business**”) including the powers to enter into any agreements, incur any

obligations in the ordinary course of business, cease to carry on all or any part of the Business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, or otherwise related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that

Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the

Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any

employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

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

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

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

28. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

TRIPLE-I CAPITAL PARTNERS LIMITED
Plaintiff

and

12411300 CANADA INC.
Defendants

Court File No.: CV-22-00684372-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at TORONTO

**ORDER
(Appointing Receiver)**

SCALZI PROFESSIONAL CORPORATION

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Lawyer acting as agent to
Scalzi Professional Corporation

RCP-F 4C (September 1, 2020)

TRIPLE-I CAPITAL PARTNERS
LIMITED
Plaintiff

and

12411300 CANADA INC.

Court File No. CV-22-00684372-00CL

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at
Toronto

APPLICATION RECORD

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