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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 13 day of February, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (RESIDENTIAL) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 08/28/2023
(Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: Aug 28, 2023 | 1:09 PM EDT
(Witness) (Buyer) (Seal) (Date)
(Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of Aug 28, 2023 | 1:18 PM EDT (a.m./p.m.)

DocuSigned by: (Signatures of Seller or Buyer) DocuSigned by: Mandy Cox D655D13EC8134A0...

INFORMATION ON BROKERAGE(S)
Listing Brokerage RE/MAX ESCARPMENT REALTY INC., BROKERAGE 905-639-7676 (Tel.No.)
Salesperson/Broker/Broker of Record Name CLINTON LORNE HOWELL
Co-op/Buyer Brokerage Royal Heritage Realty Ltd. 905-831-2222 (Tel.No.)
Salesperson/Broker/Broker of Record Name DOUGLAS IMRIE Paul. Etherington

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by: Mandy Cox (Date) Aug 28, 2023
DocuSigned by: Glenn Page (Date) Aug 28, 2023
Address for Service (Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

1:09 PM EDT (Date)
1:18 PM EDT (Date)
Address for Service (Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATE DocuSigned by and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by DOUGLAS IMRIE (Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [Redacted], and

SELLER: Mandy Cox & Glenn Page

for the purchase and sale of 118 Main St N Hamilton

ON LOR 2M0 dated the 28 day of August, 2023

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque to the Seller on the completion of this transaction

~~This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Aug 27, 2023, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

[Redacted] DS [Signature]

THIS OFFER IS CONDITIONAL upon the inspection of the subject property by a home inspector as well as a geothermal expert and the obtaining of a report satisfactory to the Buyer at their sole discretion and at the Buyer's own expense. Unless the Buyer gives notice in writing delivered to the Seller within five (5) business days excluding weekends and holidays that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. The Seller also agrees to allow the Buyer to take photographs and or video of the subject property. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.

In addition to any other provision contained in this Agreement, the Seller agrees to provide access to the property to the Buyer, or anyone designated by the Buyer, for the purposes of (appraisal or insurance inspection, contractors) upon a minimum of 3 (three occasions hours/twenty-four (24) hours/) written notice. Such access shall not exceed 3 times occasion(s) and to take place between the hours of 9:00 a.m. & 7:00 p.m.

The Seller agrees to give the Buyer the first right to negotiate for the purchase of any equipment/furniture or chattels to be sold by the Seller upon a price and terms to be mutually agreed upon. In the event the buyer and seller cannot agree to a price 30 days prior to the date of completion, then said first right shall become null and void.

Notwithstanding the completion date set out in this Offer, the Buyer may advance the completion date of the transaction, by giving written notice of the amended completion date to the Seller or the Seller's solicitor at least 30 days in advance of the earlier of the completion date set out herein and the amended completion date.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Redacted]

INITIALS OF SELLER(S):

[Signatures] DS DS

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [Redacted], and

SELLER: Mandy Cox & Glenn Page

for the purchase and sale of 118 Main St N Hamilton

ON LOR 2M0 dated the 28 day of August, 2023

Buyer agrees to pay the balance as follows:

The Seller agrees to repair at the expense of the Seller, prior to the date of completion, any openings or holes in walls, floors, ceilings, doors or window areas resulting from the removal of equipment, as requested after discussion with the Buyer and more particularly as hereinafter set out in the Sellers pre-inspection and permit the Buyer the right to inspect the premises, at a mutually agreed upon time, to ensure that said repairs have been completed in a good workmanlike manner.

The Seller agrees to provide to the Buyer on or before closing any security codes necessary in order to control any security system or devices within or upon the property. As well the Seller will provide a lists of any installers , manuals , maintenance contracts and personal.

The Buyer shall have the right to visit the property prior to completion to a maximum of 3 time(s), at a mutually agreed upon time(s). The Seller agrees to provide access to the property for the purpose of the visitation(s).

SELLER AGREES to supply the Buyer with a copy of an existing survey of the subject property within 10 days of acceptance of this Offer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Redacted Signature]

INITIALS OF SELLER(S):

[Handwritten Signatures]



Schedule B Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [REDACTED], and

SELLER: MANDY COX and GLENN PAGE

for the property known as 118 MAIN ST. N. WATERDOWN

..... dated the 28th day of AUGUST, 2023

The parties to this agreement acknowledge and agree that the deposit holder, RE/MAX Escarpment Realty Inc., Brokerage, discloses that the depositor's funds are being held in a variable interest rate account "In Trust" as specified by the Real Estate Business Brokers Act 2002, Section 27, at the current Royal Bank Prime Rate less 2.1% per annum. Should the amount of interest calculated be more than \$150.00, the deposit holder shall pay to the depositor the interest accrued, on the successful completion of this transaction; otherwise, the deposit holder will retain it. The Buyer agrees that this Schedule forms part of the terms of the Trust. No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number for use on the T5 forms by no later than THIRTY (30) days following the completion. Any interest cheques issued by the deposit holder and not negotiated within SIX (6) months following completion of the herein transaction shall be forfeited to the deposit holder.

For the purposes of this Agreement, the terms "banking days" or "business days" shall mean until 11:59 PM on any calendar day, other than Saturday, Sunday or statutory holiday in the Province of Ontario.

In accordance with the Federal Privacy Act (PIPEDA) and as specified by the Real Estate & Business Brokers Act 2002, Code s.36 (7)(8)(9), the Buyer and the Seller hereby agree to allow the Listing Brokerage in this transaction, RE/MAX Escarpment Realty Inc., to use the statistical information, including but not limited to, all images, days on market, location and final sale price regarding the sale of this property in their future marketing materials. The Parties agree that this permission to use shall survive and not merge on completion of this transaction.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, add a \$25.00 EFT banking fee to the total deposit and provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

The Seller hereby acknowledges that it may be a requirement of the buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and further acknowledges that this may be in addition to the buyer's specified visits contained herein.

The Seller and/or Buyer acknowledge that all measurements, square footage, building condition and information provided by RE/MAX Escarpment Realty Inc. and the Co-operating Brokerage in the MLS Listing and any other marketing materials is from sources deemed reliable however, they have been provided for information purposes only.

The Buyer and Seller agree that any additional viewings agreed to herein, save and except during the conditional periods, shall be attended solely by the Buyer(s) and their Real Estate Sales Representative and shall not exceed 60 (sixty) minutes in duration. Any additional attendees or time extensions for said viewings shall be at the sole discretion of the Seller.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[Handwritten initials: MC and GP]

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Schedule C

Inclusions:

Kitchen

- 2 SubZero Fridges
- 2x Miele Knock2open Dishwasher
- 2x 6 Burner Wolf Gas Rangetops
- Microwave Drawer
- Miele Double Wall Oven

Butler's Pantry

- Fridge & Water Purifier
- Enomatic Wine Serving System

Laundry

- Washer
- Dryer

Miscellaneous (Whole Home)

- All Window Coverings
- All Electronic Light Fixtures
- All TV Mounts
- All Bathroom Mirrors
- Towel Warmer In Primary Ensuite Bathroom
- 8 Security Cameras And Digital Video Recorder
- Sonos 6 Zone Built-In Audio System
 - Dining
 - Kitchen
 - Patio

- Gym
- Primary Bedroom
- Primary Ensuite Bathroom
- Motorized Shades
 - Great Room
 - Primary Bedroom
 - 2 Front Bedrooms

Gas Fireplaces



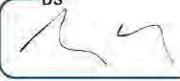
- Outdoor Fire Table
- Patio
- Great Room
- Rec Room
- Primary Bedroom

Outdoor

- All Planters
- Big Green Egg Smoker Grill In Outdoor Kitchen
- 2x Infrared Patio Heaters
- Outdoor Beer Tap
- DCS Grill
- DCS Power Burner
- Motorized Mosquito Phantom Screens In Covered Patio
- StruXure Motorized Louvered Shade
- Cabana Bar Fridge
- Raintree Irrigation System
- All Landscape Lighting

Basement Bar

- 2x Wine Cellar Fridges
- True Beverage Fridge

 ^{DS}  ^{DS} 

- Marvel Cold Beverage Fridge
- Built-In Ice Maker
- Dishwasher
- Serving Island Located In Wine Cellar

Basement Rec Room

- 2 Large Green Bench Cushions
- Matching Throw Pillows On Bench And Couch

Garage

- Storage Cabinets
- Garage Car Lift
- Garage Door Opener And 2 Remotes

Basement Gym

- All Barbells And Plates
- All Dumbbells
- Rogue Squat Rack

Exclusions:

Blink Cameras

All TV's And All Surround Sound Systems

Peloton Bike And Treadmill In The Gym

All Patio Furniture

Tucci Patio Umbrella

Pizza Oven

Garage Freezer

This is Exhibit "PP" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in cursive script, appearing to read "Bonnie Greenaway".

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: [REDACTED]

AND

SELLER: Mandy Cox & Glenn Page

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of August, 2023,

concerning the property known as 118 Main St. N

Hamilton ON L0R 2M0 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE

THIS OFFER IS CONDITIONAL upon the inspection of the subject property by a home inspector as well as a geothermal expert and the obtaining of a report satisfactory to the Buyer at their sole discretion and at the Buyer's own expense. Unless the Buyer gives notice in writing delivered to the Seller within five (5) business days excluding weekends and holidays that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. The Seller also agrees to allow the Buyer to take photographs and or video of the subject property. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

INSERT

Seller would fix/repair/replace as appropriate the following issues not less than 30 days prior to closing date.

Exterior Walkway Conditions:

(Home Inspection page 10, bottom right image - see attached)

- Repair cracked grout on the covered patio stairs and entrance to house as needed

Home Inspection Page 11, top right image

-Repair cracked concrete where walkway meets foundation

Exterior Wall Cladding Conditions:

(Home inspection page page 13, multiple images - see attached)

- Joint between two sections of stone siding at left side of property (North) is damaged and should be repaired to prevent water intrusion and further damage. A capillary break is missing about the joint, causing water damage due to poor drainage. Recommend repair by installing capillary break.

- Also, repair loose piece of vinyl siding.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[Handwritten initials: DS, DS]

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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: [Redacted]

AND

SELLER: Mandy Cox & Glenn Page

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of August, 2023,

concerning the property known as 118 Main St. N

Hamilton ON L0R 2M0 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Exterior Gutter Condition:

(Home inspection page 15, bottom left image - see attached)

- Recommend re-installing rear left side downspout and installing an extension at the scupper downspout at front of property

Exterior Stair Condition:

(Home inspection page 22, mid-left image - see attached)

- Loose step at rear patio. Recommend repair to reduce risk of injury.

Interior Electrical Panel Condition:

(Home inspection page 28, right image - see attached)

- Reinstall missing ceiling tile to prevent potential fire hazard if overhead water and waste lines had a leak.

Interior Bathroom Exhaust Fan Condition:

(Home inspection page 62 - see attached)

- Exhaust fans are underpowered, recommend upgrade/replacement for improved venting.

Garage Door Opener Condition:

(Home inspection page 97 - see attached)

- Auto reverse sensors should be lowered to no more than 6" from floor height.
- Adjust the force activated safety reverse to be more sensitive.

Pool Condition:

(See Pool and Hot Tub Inspection - see attached)

Pool Equipment

- Repair small leak out of 3 way Jandy valve off of the pump - valve not fully closing properly, leaking some times not always. Evidence of leak from water stain on pump.
- Replace salt cell.
- Repair/replace missing pool light covers.

Hot Tub

- Re-glue 2 air intakes

DS DS [Redacted]

[Handwritten initials]

~~Landscape~~

- ~~Repair cracks in pool coping~~

INITIALS OF BUYER(S): [Redacted]

INITIALS OF SELLER(S): *[Handwritten initials]*

1159

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 6:00 (a.m./p.m.)

on the 04 day of September, 2023, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) (Buyer/Seller) 09/03/23 (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) Mandy Cox Sep 4, 2023 | 7:18 AM EDT (Seal) (Date) (Witness) Mandy Cox Sep 4, 2023 | 10:26 AM EDT (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this Sep 4, 2023 | 10:26 AM EDT (a.m./p.m.) day of, 20

DocuSigned by: (Signature of Seller or Buyer) DocuSigned by: Mandy Cox D855D13EC8134A0...

09/04/23

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

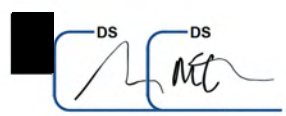
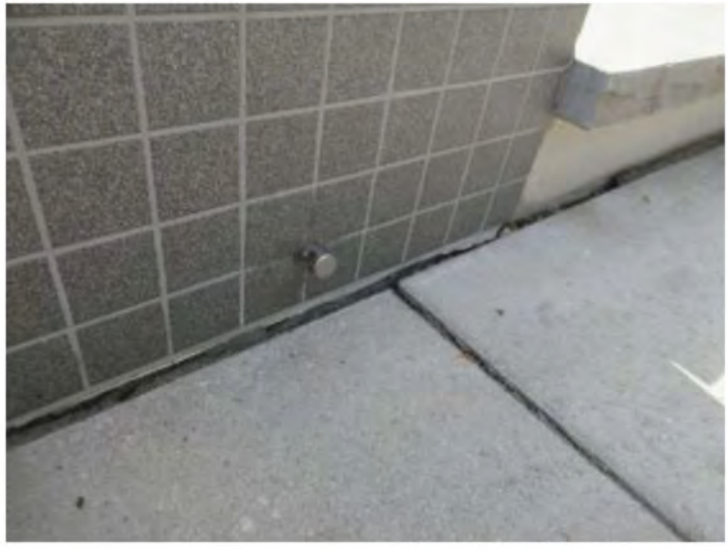
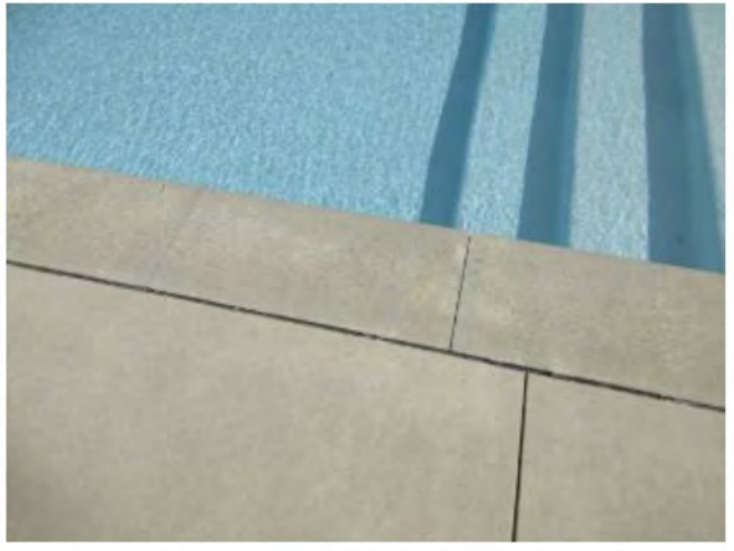
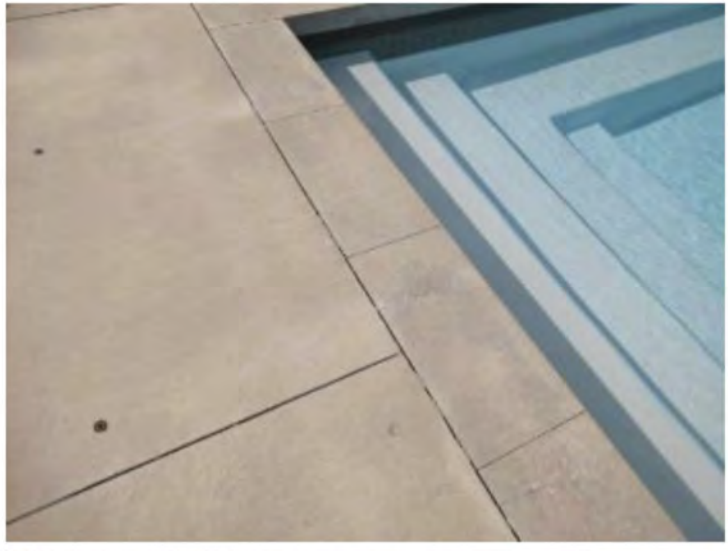
I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Mandy Cox Sep 4, 2023 | 7:18 AM EDT (Date) Mandy Cox Sep 4, 2023 | 10:26 AM EDT (Date)

(Buyer) (Date) (Buyer) (Date)

Address for Service (Tel. No.) Seller's Lawyer Address Email (Tel. No.) (Fax. No.)

Address for Service (Tel. No.) Buyer's Lawyer Address Email (Tel. No.) (Fax. No.)





3. Exterior Wall Cladding Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Materials: Metal Siding • Stone

Observations:

- Areas of minor damage noted.
- Suggest sealing/caulking as part of routine maintenance to prevent further deterioration.
- Joint between two sections of stone siding at left side of property (North) is damaged and should be repaired to prevent water intrusion and further damage. A capillary break is missing above the joint, causing water damage due to poor drainage. Recommend repair by installing capillary break.





DS MC DS [Signature]

8. Gutter Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
				X

Materials: Metal


Observations:

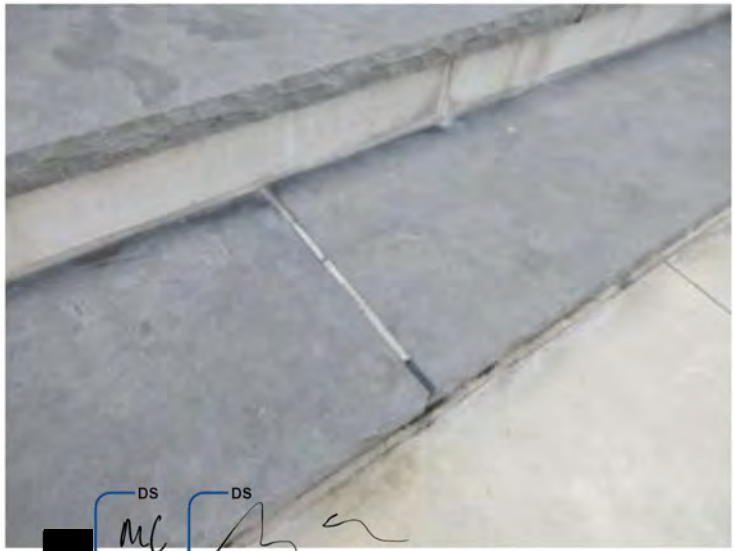
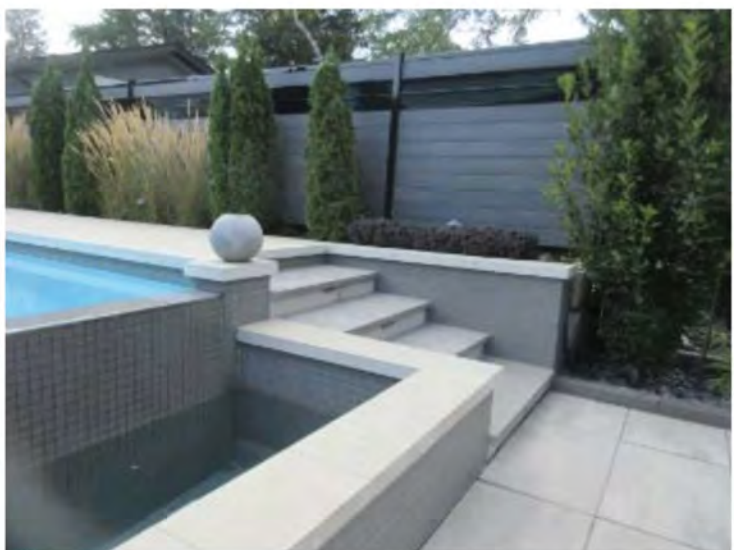
- For ideal water management downspouts should discharge at least 3 feet away from the foundation of the house and follow grading away. Recommend re-installing rear left side downspout and installing an extension at the scupper downspout at front of property.



Scupper (flat roof drain)



DS DS




22. General Exterior Comments

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
☐	☐	☐	☐	✘

Observations:

- Refer to pool inspection report performed at same time as home inspection.
- Hot tub fittings are loose, recommend securing as required.



Two signatures with 'DS' initials are visible at the bottom of the image.

Electrical

This report describes the amperage and voltage rating of the service, the location of the main disconnect and any sub panel(s), the presence of solid conductor aluminum branch circuit wiring, the presence or absence of smoke detectors and wiring methods. Inspectors are required to inspect the viewable portions of the service drop from the utility to the house, the service entrance conductors, cables and raceways, the service equipment and main disconnects, the service grounding, the interior components of the service panels and sub panels, the conductors, the over-current protection devices (fuses or breakers), ground fault circuit interrupters and a representative number of installed lighting fixtures, switches and receptacles. All issues or concerns listed in this Electrical section should be construed as current and a potential personal safety or fire hazard. Repairs should be a priority, and should be made by a qualified, licensed electrician.

1. Main Service Drop Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
X				

Type: Main Service Drop is underground
 Observations:
 • 200AMP/240V Meter noted

2. Electrical panel Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
				X

Type / Materials: Breakers • Branch circuit wiring is copper
 Observations:
 • The main service is approximately 200 amps, 240 volts.
 • **Overhead water and waste lines pose a fire hazard if they leak.**
Recommend re-installing cover/drop tile above electrical panel for safety.



DS DS

9. Bathroom Exhaust Fan Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
				X

Observations:

- Central ventilation is present.
- Exhaust fans are underpowered, recommend upgrade/replacement for improved venting.

DS [Signature] DS [Signature]

Regards



DS [Signature] DS [Signature] DS [Signature] DS [Signature]

10. Tub/Whirlpool Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
X				

Materials: Tub



DS [Signature] DS [Signature]

This is Exhibit "QQ" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

1169



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: [REDACTED]

AND

SELLER:

Mandy Cox

Glenn Page

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of August, 2023,

concerning the property known as 118 Main St N

Hamilton ON LOR 2M0 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete

2.COMPLETION DATE: This Agreement shall be completed no later than 6:00 p.m on the 27..day of February 2024...Upon completion ,vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

8. TITLE SEARCH:Buyer shall be allowed until 6:00 p.m on the 13..day of February.. ,2024.,(requisition date)to examine the title to the property at the Buyer's expense and until the earlier of(i)five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property ,and the present use (..Residential..)may be lawfully continued and that the principal building may be insured against risk of fire. Seller agrees to execute and deliver such further authorization in this regard as Buyer may reasonably require.

INSERT

2.COMPLETION DATE: This Agreement shall be completed no later than 6:00 p.m on the 30..day of November 2023...Upon completion,vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

8. TITLE SEARCH:Buyer shall be allowed until 6:00 p.m on the 16..day of November.. ,2024.,(requisition date)to examine the title to the property at the Buyer's expense and until the earlier of(i)five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property ,and the present use (..Residential..)may be lawfully continued and that the principal building may be insured against risk of fire. Seller agrees to execute and deliver such further authorization in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

DS DS

1170

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 6:00 (a.m./p.m.)

on the 06 day of October, 2023, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) (Buyer/Seller) 10/04/23 (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) (Buyer/Seller) Oct 5, 2023 | 8:33 AM EDT (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this Oct 5, 2023 | 8:40 AM EDT day of 20 (a.m./p.m.)

DocuSigned by: Mandy Cox (Buyer) DocuSigned by: Mandy Cox (Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Signed by: Mandy Cox (Buyer/Seller) Oct 5, 2023 (Date)

Address for Service (Tel. No.) Seller's Lawyer HSK LAW Address 107-1001 CHAMPLAIN AVE. BURLINGTON ON L7L5Z4 Email www.hsklawfirm.ca 289-266-0553 289-337-8653 (Tel. No.) (Fax No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Signed by: [Redacted] (Buyer) 10/04/2023 (Date)

Address for Service (Tel. No.) Buyer's Lawyer GROVES LAW Address 296 DUNDAS ST WATERDOWN L0R 2H0 Email agroves@groveslaw.ca 289-895-8951 289-895-7403 (Tel. No.) (Fax No.)

This is Exhibit "RR" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

LAND
REGISTRY
OFFICE #62

1172
17507-0110 (LT)

PAGE 1 OF 3
PREPARED FOR lnixon001
ON 2023/11/09 AT 10:20:37

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

PROPERTY DESCRIPTION: PCL 43-1, SEC M8 ; LT 43, PL M8 ; FLAMBOROUGH CITY OF HAMILTON

PROPERTY REMARKS: PLAN M8 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/01/29

OWNERS' NAMES: PAGE, GLENN
COX, MANDY
CAPACITY SHARE: JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/01/29 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/01/29**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/01/26 **</p>						
HL323296	1965/08/09	BYLAW				C
62BA498	1974/01/23	PLAN BOUNDRIES ACT				C
LT81451	1979/03/05	TRANSFER		*** COMPLETELY DELETED ***	SMRTKA, MICHAEL JOSEPH SMRTKA, THERESA PAULINE	
LT331786	1992/10/09	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGE CORPORATION	
LT428737	1996/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGE CORPORATION		
REMARKS: RE: LT331786						
LT436702	1997/01/31	APL OF SURV-LAND		*** COMPLETELY DELETED *** SMRTKA, MICHAEL JOSEPH	SMRTKA, THERESA PAULINE	
LT436703	1997/01/31	TRANSFER		*** COMPLETELY DELETED *** SMRTKA, THERESA PAULINE	LANDRY, DEBI ANN MARIE LANDRY, DAVID PATRICK	
LT436704	1997/01/31	CHARGE		*** COMPLETELY DELETED *** LANDRY, DEBI ANN MARIE LANDRY, DAVID PATRICK	THE TORONTO-DOMINION BANK	
WE78307	2002/02/06	CHARGE		*** COMPLETELY DELETED *** LANDRY, DAVID PATRICK	THE TORONTO-DOMINION BANK	

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
WE341574	2005/09/30	CHARGE		LANDRY, DEBI ANN MARIE *** COMPLETELY DELETED *** LANDRY, DAVID PATRICK LANDRY, DEBI ANN MARIE	THE TORONTO-DOMINION BANK	
WE350169	2005/11/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: RE: WE78307		
WE696544	2010/06/18	CHARGE		*** COMPLETELY DELETED *** LANDRY, DAVID PATRICK LANDRY, DEBI ANN MARIE	THE TORONTO-DOMINION BANK	
WE697352	2010/06/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: WE341574.		
WE697353	2010/06/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: LT436704.		
WE975927	2014/07/15	CHARGE		*** COMPLETELY DELETED *** LANDRY, DAVID PATRICK LANDRY, DEBI ANN MARIE	THE TORONTO-DOMINION BANK	
WE983361	2014/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: WE696544.		
WE1180674	2017/01/20	TRANSFER		*** COMPLETELY DELETED *** LANDRY, DAVID PATRICK LANDRY, DEBI ANN MARIE	CICIOTTI, DAVIDE BEAULIEU, CANDICE	
WE1180675	2017/01/20	CHARGE		*** COMPLETELY DELETED *** CICIOTTI, DAVIDE BEAULIEU, CANDICE	EQUITABLE BANK	
WE1184626	2017/02/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: WE975927.		
WE1263906	2018/01/23	CHARGE		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE1268674	2018/02/15	DISCH OF CHARGE		BEAULIEU, CANDICE CICIOTTI, DAVIDE *** COMPLETELY DELETED *** EQUITABLE BANK	THE TORONTO-DOMINION BANK	
	<i>REMARKS: WE1180675.</i>					
WE1363779	2019/06/27	TRANSFER	\$650,000	CICIOTTI, DAVIDE BEAULIEU, CANDICE	PAGE, GLENN COX, MANDY	C
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
WE1379478	2019/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	<i>REMARKS: WE1263906.</i>					
WE1384923	2019/10/02	NOTICE	\$1	PAGE, GLENN COX, MANDY	CITY OF HAMILTON	C
WE1400667	2019/12/06	CHARGE		*** COMPLETELY DELETED *** COX, MANDY PAGE, GLENN	1609502 ONTARIO INC.	
WE1449439	2020/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1609502 ONTARIO INC.		
	<i>REMARKS: WE1400667.</i>					
WE1461823	2020/10/16	CHARGE		*** COMPLETELY DELETED *** PAGE, GLENN COX, MANDY	ROYAL BANK OF CANADA	
WE1642937	2022/11/02	CHARGE	\$3,000,000	PAGE, GLENN COX, MANDY	THE BANK OF NOVA SCOTIA	C
WE1645229	2022/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	<i>REMARKS: WE1461823.</i>					

This is Exhibit "SS" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

Properties

PIN 17507 - 0110 LT *Interest/Estate* Fee Simple
Description PCL 43-1, SEC M8 ; LT 43, PL M8 ; FLAMBOROUGH CITY OF HAMILTON
Address 118 MAIN STREET NORTH
 HAMILTON

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 PAGE, GLENN
Address for Service 118 Main Street North
 Waterdown, Ontario L0R 2H0

I am at least 18 years of age.

I am separated from my spouse and the property was not ordinarily occupied by us at the time of our separation as our family residence.

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

Name COX, MANDY
Address for Service 118 Main Street North
 Waterdown, Ontario L0R 2H0

I am at least 18 years of age.

I am not a spouse

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

Chargee(s)*Capacity**Share*

Name ROYAL BANK OF CANADA
Address for Service 10 York Mills Road, Toronto, Ontario, M2P 0A2

Statements

Schedule: See Schedules

Provisions

Principal \$1,000,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date
Interest Rate prime rate plus 7% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 201904
Insurance Amount Full insurable value
Guarantor

Additional Provisions

The Mortgage is payable on demand.

Signed By

Daryll Marie Sloan Unit 10, 5100 South Service Road acting for Signed 2020 10 16
 Burlington Chargor(s)
 L7L 6A5

Tel 905-632-5333

Fax 905-632-1189

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

Submitted By

THOMAS W. BROWN PROFESSIONAL CORPORATION

Unit 10, 5100 South Service Road
Burlington
L7L 6A5

2020 10 16

Tel 905-632-5333

Fax 905-632-1189

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

This is Exhibit "TT" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

Properties

PIN 17507 - 0110 LT *Interest/Estate* Fee Simple
Description PCL 43-1, SEC M8 ; LT 43, PL M8 ; FLAMBOROUGH CITY OF HAMILTON
Address 118 MAIN STREET NORTH
 HAMILTON

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 PAGE, GLENN
Address for Service 118 MAIN STREET N,WATERDOWN,
 ON, L0R2H0

I am at least 18 years of age.
 I am not a spouse
 This document is not authorized under Power of Attorney by this party.

Name COX, MANDY
Address for Service 118 MAIN STREET N,WATERDOWN,
 ON, L0R2H0

I am at least 18 years of age.
 I am not a spouse
 This document is not authorized under Power of Attorney by this party.

Chargee(s)	<i>Capacity</i>	<i>Share</i>
-------------------	-----------------	--------------

<i>Name</i> THE BANK OF NOVA SCOTIA		
<i>Address for Service</i> 10 Wright Blvd., Stratford, ON, N4Z 1H3		

Provisions

Principal \$3,000,000.00 *Currency* CDN
Calculation Period
Balance Due Date
Interest Rate See Additional Provisions
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 201809
Insurance Amount See standard charge terms
Guarantor

Additional Provisions

Interest on the outstanding principal amount is payable at the variable prime lending rate of The Bank of Nova Scotia for Canadian dollar loans announced from time to time, plus 10% per year, calculated on a daily basis and payable monthly, following demand, default and/or judgement.

Signed By

Wendy Josephine Verigin	2235 Sheridan Garden Drive Oakville L6J 7Y5	acting for Chargor(s)	Signed 2022 11 02
-------------------------	---------------------------------------------------	--------------------------	-------------------

Tel 905-577-4663
 Fax 905-525-1985

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

Submitted By

First Canadian Title Company Limited	2235 Sheridan Garden Drive Oakville L6J 7Y5	2022 11 02
Tel	905-577-4663	
Fax	905-525-1985	

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number

Chargee Client File Number : 4067242/22279001082

This is Exhibit "UU" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

Properties

PIN 17507 - 0110 LT
Description PCL 43-1, SEC M8 ; LT 43, PL M8 ; FLAMBOROUGH CITY OF HAMILTON
Address 118 MAIN STREET NORTH
 HAMILTON

Document to be Discharged

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
WE1461823	2020 10 16	Charge/Mortgage

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name ROYAL BANK OF CANADA
Address for Service 10 York Mills Road -3rd Floor, Toronto,
 ON, M2P 0A2

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

(1) Power of Attorney was registered as number WE331165 registered on 2005/08/18. (2) To the best of the attorney's knowledge and belief, the power of attorney is still in full force and effect. (3) The attorney is acting within the scope of the authority granted under the power of attorney. (4) At the time this document was executed, CHRISTINE TAIARIOL was the MANAGER OF OPERATIONS of FIRST CANADIAN TITLE COMPANY LIMITED, and had the authority to bind the attorney.

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Signed By

Penni Michele Mullen	2235 Sheridan Garden Drive Oakville L6J 7Y5	acting for Applicant(s)	Signed	2022 11 15
----------------------	---------------------------------------------------	----------------------------	--------	------------

Tel 905-577-4663

Fax 905-525-1985

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

Submitted By

First Canadian Title Company Limited	2235 Sheridan Garden Drive Oakville L6J 7Y5	2022 11 15
--------------------------------------	---------------------------------------------------	------------

Tel 905-577-4663

Fax 905-525-1985

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.00
<i>Total Paid</i>	\$69.00

File Number

Discharging Party Client File Number : SD220205476/49857197-001

ORIGINAL TRADERS ENERGY LTD.
Applicant

Court File No. CV-23-00693758-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF KEELY KINLEY

LENCZNER SLAGHT LLP

Barristers

130 Adelaide Street West, Suite 2600
Toronto, ON M5H 3P5

Monique J. Jilesen (43092W)

Tel: (416) 865-2926

Email: mjilesen@litigate.com

Jonathan Chen (63973A)

Tel: (416) 865-3553

Email: jchen@litigate.com

Bonnie Greenaway (77318M)

Tel: (416) 865-6763

Email: bgreenaway@litigate.com

Keely Kinley (84224G)

Tel: (416) 238-7442

Email: kkinley@litigate.com

Lawyers for the Respondents,
Glenn Page and 2658658 Ontario Inc.

ORIGINAL TRADERS ENERGY LTD.
Applicant

Court File No. CV-23-00693758-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**RESPONDING MOTION RECORD OF
GLENN PAGE AND 2658658 ONTARIO INC.
(MAREVA INJUNCTION RETURNABLE ON DECEMBER 7, 2023)**

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RCP-F 4C (September 1, 2020)