Court File No.: CL-26-00000153-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant
(responding party)

- and -

NOVO PLASTICS INC. and 2139654 ONTARIO LIMITED

Respondents
(moving party)

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 1010 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

MOTION RECORD

September 14, 2026

HIMELFARB PROSZANSKI
480 University Avenue, Suite 1401
Toronto, Ontario M5G 1V2

Oleg M. Roslak
LSO No. 53137M

Tel: (416) 599-8080 ext. 331
Fax: (416) 599-3131
Email: oroslak@himprolaw.com

Lawyers for the Respondents

Court File No.: CL-26-00000153-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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Respondents

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TAB A

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NOTICE OF MOTION

THE RESPONDENTS, Novo Plastics Inc. and 2139654 Ontario Limited, will make a motion to Judge presiding over the Commercial List for an Order for an adjournment or, in the alternative, an order delaying the coming into effect of the receivership order sought by the Applicant, pursuant to rule 41.03(d) of the *Rules of Civil Procedure*, on a date to be determined by the Court, at 10:00 a.m. or as soon after that time as the Motion can be heard, at the Courthouse located at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ in writing under sub-rule 37.12.1(1) because it is made without notice;

☐ in writing as an opposed motion under sub-rule 37.12.1(4);

☐ in person;

☐ by telephone conference;

☒ by video conference;

THE MOTION IS FOR:

1) An Order adjourning this hearing for a period of 60 days to permit the closing of the sale of the Property (defined below);

2) an Order, in the alternative, granting the Applicant's receivership application, but suspending enforcement for a period of 60 days to permit for the closing of the sale of the Property;

3) leave, if necessary, abridging or extending the time for service of this motion record;

4) An Order for the costs of this motion, if opposed, including HST; and

5) Such further and other relief as counsel may advise and this Honourable Court may deem just and allow.

THE GROUNDS FOR THE MOTION ARE:

Background

1) The Respondent, Novo Plastics Inc. ("Novo Plastics"), is an Ontario corporation having as its core business the design, engineering, and manufacturing of plastic

components and assemblies, with capabilities spanning injection molding, blow molding, and product design and development;

2) Novo Plastics operates out of an 84,000 square foot facility located near the intersection of Major Mackenzie Drive and Highway 404 in Markham, Ontario ("Property");

3) the Property is owned by the Respondent 2139654 Ontario Limited ("213"), an Ontario corporation. 213 purchased the Property in 2007 for $7.1 million;

4) Mr. Baljit Sierra is the sole director and officer of both Respondents, and the founder of Novo Plastics;

5) Novo Plastics was founded in 2006. From just one employee the company has grown to employ over 100 individuals with annual revenue exceeding $19 million in 2025;

6) Novo Plastics, until early 2025, did approximately 90 percent of its business with U.S. customers. Novo Plastics' business was severely adversely impacted by changes in U.S. trade and tariff policies introduced in that year;

TD Bank and the Prior Receivership Application

7) In 2023 213 refinanced the Property with the Respondent, the Toronto-Dominion Bank ("TD Bank"), having previously dealt with both Royal Bank of Canada ("RBC") and the Bank of Montreal ("BMO"). At the end of 2023 the Respondents had consolidated Novo Plastics' operating facilities with 213's mortgage with the TD Bank;

8) Due the location of vast majority of Novo Plastics' customers in the United States, Novo Plastics was severely impacted by the United States' recent imposition of high tariffs on a variety of Canadian goods, which caused it to lose business and customers,

putting severe strain on its cash flow;

9) In March 2025 the Respondents loans were placed in TD Bank's Financial Restructuring department; the Respondents immediately took steps to secure alternative financing;

10) the Respondents were in advanced talks with BMO for a refinancing agreement when the TD Bank issued a Notice of Application for the appointment of a receiver on October 1, 2025 ("First Receivership Application"). The Respondents had shared with TD Bank copies of its correspondence with BMO prior to the First Receivership Application;

11) BMO provided the Respondents with a comprehensive commitment letter for refinancing on October 7, 2025. The TD Bank agreed to extend an earlier forbearance in enforcement with the Respondents on October 10, 2025, in connection with which the First Receivership Application was abandoned by the TD Bank;

12) As of January 2026, however, BMO was not prepared to refinance the Respondents' loans with TD Bank, putting the Respondents to seeking out further alternatives for repayment;

Mitigation Steps of Novo Plastics

13) Novo Plastics responded quickly and aggressively to the challenges of the new tariff regime by, *inter alia*, implementing cost controls and refocusing business on Canadian opportunities and other international customers;

14) Novo Plastics also expanded into other market segments such as municipal waste and recycling infrastructure (the "Blue Box" program) and new product lines and sustainable packaging solutions;

15) Novo Plastics has, additionally, applied for assistance from the Federal Economic Development Agency for Southern Ontario ("FedDev Ontario"), which has programs of financial relief specifically targeted to businesses heavily impacted by new U.S. tariffs. Novo Plastics initial application to FedDev Ontario was made in January 2026, and remains in process;

Further Alternative Refinancing

16) In March and April 2026 the Respondents entered a term sheet with Farm Credit Canada ("FCC") for a total credit facility of $27,000,000, together with an additional receivable facility from Pathward in the amount of $5,000,000 ($1 million of which was in US dollars), which together would be sufficient to fully discharge the Respondents' debts to TD Bank;

17) the FCC/Pathward financing application remains in process. Because of the rigorous and lengthy due diligence process of FCC, a federal Crown corporation, although ongoing, a mortgage commitment has yet to be secured;

Sale and Leaseback

18) in May 2025, in a parallel effort to the FCC/Pathward financing to repay TD Bank, the Respondents secured an agreement for the sale ("APS") and leaseback of the Property, at a sale price of $33,000,000, to Tradegents Ltd. ("Tradegents");

19) Initially scheduled to close on June 25, 2026, the APS was amended to deal with roof deficiencies that the buyer required to be repaired before it would close. TD Bank agreed to a brief adjournment of the hearing of this application for the Respondents to satisfy this condition and for the sale to close, with a new closing date of July 15, 2026;

20) delays in the roof repair necessitated a further amendment to the closing date. TD

Bank was only prepared to agree to such further amendment, until August 31, 2026, conditional on the Respondents fully repaying TD Bank on or before that date;

21) TD Bank's agreement to further adjourn the return date of this Application was further conditional on the Respondents providing TD Bank with a signed consent to the receivership order sought on this application ("Consent"). The Respondents provided the Consent to TD Bank on July 17, 2026;

Open Building Permits

22) after providing the Consent, on August 11, 2026, the Respondents learned, through a further requisition letter from the buyer's counsel, that there were two open building permits affecting the Property dating from the 1990s that the buyer required to be closed ("Open Building Permits");

23) the Respondents had not been made aware of the Open Building Permits either when initially purchasing the Property or in connection with any subsequent financing, including that of TD Bank;

24) the Respondents have learned through enquiries with the Building Standards Department of the City of Markham that it may be possible to close both Open Building Permits through administrative procedures or a satisfactory engineering field report indicating compliance with applicable laws and "no concerns;"

25) the Respondents and the buyer have further amended the APS, on September 14, 2026, to provide an extension of 60 days to permit the buyer to answer the requisition either by closing the Open Building Permits or otherwise completing any work necessary to satisfy the requisition for the closure of the two Open Building Permits;

26) The Respondents have also secured an additional commitment letter from X

Capital Real Estate & Mortgage Fund ("X Capital") on September 10, 2026, for $34,450,000 in financing which can close within the time frame in which the sale of the Property is expected to close, which would be available in the event that any further issues were to arise with the sale of the Property;

Irreparable Harm and Balance of Convenience

27) Mr. Baljit Sierra is critical to the continuing successful operation of the Novo Plastics business, being the principal individual personally responsible for sales and for Novo Plastics' relationship with its customers and suppliers. Were the receivership order to be granted prior to the closing of the sale of the Property the business would immediately close, putting more than 100 employees out of work;

28) the adjournment sought, or a similar length of delay in the implementation of the receivership order, would not prejudice the TD Bank. The Property has recently been appraised as having a "Current Market Value As Is" of $31.8 million, an amount more than sufficient to pay the Respondents entire indebtedness to TD Bank with interest;

29) section 87(5) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

30) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

31) rules 1.04, 1.05, 2.01, 37, 41 and 59.06(2) of the *Rules of Civil Procedure*; and

32) Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1) The Affidavit of Baljit Sierra, sworn September 14, 2026, together with the exhibits attached thereto; and

2) Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: September 14, 2026

HIMELFARB PROSZANSKI
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Lawyers for the Applicant

THE TORONTO-DOMINION BANK Applicant - and - NOVO PLASTICS INC. *et al.* Respondents

Court File No.: CL-26-00000153-0000

Ontario
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced
at Toronto

NOTICE OF MOTION

HIMELFARB PROSZANSKI
480 University Avenue, Suite 1401
Toronto, Ontario M5G 1V2

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Lawyers for the Respondents

TAB B

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AFFIDAVIT OF BALJIT SIERRA

(Sworn September 14, 2026)

I, Baljit Sierra, of the City of Richmond Hill, in the Province of Ontario MAKE OATH AND SAY:

1) I am President and sole director of the of the Respondents, Novo Plastics Inc. ("Novo Plastics") and 2139654 Ontario Limited ("213"), and therefore have knowledge of the matters to which I herein depose, except where I rely on information or belief, for which I state the source and verily believe it to be true.

2) The business of Novo Plastics will permanently cease and lose any of its goodwill if the receivership order sought by the Applicant, the Toronto-Dominion Bank ("TD Bank"), is granted, with in excess of 100 people losing their employment, adversely affecting the lives of a large number of families in York Region.

Background

3) I am 60 years old. I obtained a JD degree from Howard University in 1995 and was admitted to the Ontario bar in 1997 after completing articles in Toronto. I later completed an Executive MBA from the Ivey Business School at Western University in 2006. I worked in the business of a family member before starting my own business.

4) I founded Novo Plastics in 2006. Novo Plastics' core business is in the design, engineering, and manufacturing of plastic components and assemblies, with capabilities spanning injection molding, blow molding, and product design and development. I initially entered into this business through contacts in the automotive industry that were looking for suppliers of certain automotive technology products.

5) The business's initial capital came from me personally and from family and friends. Novo Plastics obtained equipment financing through a high interest loan initially that was replaced with BDC financing in 2007.

6) Novo Plastics serves the automotive, consumer/commercial, food and beverage, industrial and sustainable packaging sectors. Novo Plastics holds TS16949 and ISO 9001:2016 certifications. The vast majority of Novo Plastics' business—approximately 90 precent—was with U.S. customers as of the beginning of 2025.

7) Novo Plastics began operating in 2006 with only 1 employee besides myself. It has since grown to employ over 100 people, including part-time and flex employees, with annual sales exceeding $19 million. Attached to this Affidavit as Exhibit 1 is a true copy of the Financial Statements of Novo Plastics for its year ending March 31, 2025.

8) Unfortunately, due to the location of its primary customer base, Nove Plastics was sensitive to and severely impacted by recent changes in U.S. trade and tariff policy.

The Real Estate Asset

9) Novo Plastics operates out of an 84,000 square foot manufacturing facility located near the intersection of Major Mackenzie Drive and Highway 404 in Markham, Ontario ("Property"). Novo Plastics has operated out of the Property since it commenced operations in 2006. Attached to this Affidavit as Exhibit 2 is a true copy of the parcel register search of the Property, dated September 9, 2026.

10) When Novo Plastics initially began operating it leased premises at the Property. In 2007, however, we purchased the Property for $7.1 million through a related company, 213. Because of its strategic location Novo Plastics can and does draw on engineering talent in its immediate environs in developing its business. A summary of Novo Plastics' innovative approach to serving the diverse market for engineered plastic parts was featured in a profile of me and Novo Plastics published online on the website markhambusiness.ca. Attached to this Affidavit as Exhibit 3 is a true copy of the profile entitled "Novo Plastics: Pioneering Sustainable Packaging Solutions" published online by markhambusiness.ca on July 15, 2025.

11) The Property was recently appraised to have a "Current Market Value As Is" of $31,800,000. Attached to this Affidavit as Exhibit 4 is a true copy of a Narrative Appraisal Report for the Property prepared by Colliers, dated February 26, 2026.

Refinancing

12) After 15 years of banking with both the Royal Bank of Canada ("RBC") and the Bank of Montreal ("BMO"), in January 2023 213 refinanced the Property with TD Bank, because TD Bank offered more favourable terms than 213's prior lenders. In December 2023 Novo Plastics' operating facility was consolidated with 213's TD Bank mortgage on the Property.

13) The relationship with TD Bank remained a good one for the first year of the financing. The relationship first became strained towards the end of 2024 when Novo Plastics sought to draw upon an existing capex facility with TD Bank to relieve cash flow pressure resulting from significant additional investment in equipment and moulds. TD Bank refused to permit Novo Plastics to draw on the facility, insisting it applied only to new equipment, and not to any used equipment or moulds.

14) The strain on Novo Plastics' finances was compounded by the change in U.S. trade policy in 2025, resulting in a sharp decline in sales. Due to persistent overages of Novo Plastics on its operating facility Novo Plastics was placed in TD Bank's Financial Restructuring department in March of 2025. Novo Plastics immediately proceeded to seek new financing. On October 1, 2025, TD Bank issued its first Notice of Application seeking the appointment of a receiver over the Respondents ("First Receivership Application").

15) Shortly after the First Receivership Application was commenced, Novo Plastics obtained a comprehensive mortgage commitment from its former lender, BMO, on October 7, 2025. The attempt to secure financing from BMO had in fact commenced prior to the commencement of the First Receivership Application, a fact of which TD Bank was aware since the Respondents had shared with the TD Bank their correspondence with BMO regarding the efforts to finalize new financing from shortly before TD Bank issued its Notice of Applicaltion in the First Receivership Application.

16) In consideration of the proposed financing from BMO, TD Bank agreed to an extension of its earlier Forbearance Agreement with the Respondents by an extension agreement dated October 10, 2025, following which it also abandoned the First Receivership Application. The purpose of the forbearance extension agreement and TD Bank's abandoning the First Receivership Application was to afford the Respondents fair opportunity to close the BMO financing.

17) Ultimately the refinancing with BMO did not close and, as of January 2026, the Respondents were put to seeking alternative replacement financing.

Novo Plastics' Response to Changes in Tariff Policy

18) Following the radical change in U.S. policy on tariffs at the beginning of 2025, Novo Plastics took immediate steps to mitigate the impact on Novo Plastics' business. By way of example, on of Novo Plastics' U.S. customers transferred molds for Novo Plastics to a U.S.-based production facility to reduce its exposure to tariffs. Many of Novo Plastics customers took similar measures, resulting in a reduction in sales volume for Novo Plastics and delayed purchasing decisions in the automotive supply chain.

19) Management responded quickly to this issue by aggressively implementing cost controls and refocusing business on Canadian opportunities and other international customers. Novo Plastics also expanded into other market segments such as municipal waste and recycling infrastructure (the “Blue Box” program) and new product lines and sustainable packaging solutions.

Other Financing and Mitigation Measures

20) Following the loss of the BMO financing Novo Plastics engaged a financing broker, CFO Capital, to source alternative replacement financing. CFO Capital’s search resulted in the Respondents entering a term sheet with Farm Credit Canada (“FCC”) for a total credit facility of $27,000,000, together with an additional receivable facility from Pathward in the amount of $5,000,000 ($1 million of which was in US dollars), which together would be sufficient to fully discharge the Respondents’ debts to TD Bank. Attached to this Affidavit as Exhibit 5 are true copies of the signed term sheets of FCC and Pathward, signed March 4 and April 17, 2026, respectively.

21) FCC is a federal Crown corporation. As such, the financing proposed involved an extended and rigorous due diligence process. The approval process was also slowed by FCC’s concerns regarding Novo Plastic’s ongoing tariff exposure. Although FCC has yet to complete this due diligence process it remains ongoing, as FCC confirmed to me in recent emails. Attached to this Affidavit as Exhibit 6 is a true copy of an email from Randy Lawrence, a representative of FCC, dated August 17, 2026, advising that FCC’s approval of the proposed financing is imminent.

22) Additionally, Novo Plastics has applied for specific relief created by the federal government in response to the changes to U.S. trade policy. The program, known as the Federal Economic Development Agency for Southern Ontario ("FedDev Ontario"), was directed in part to the effort of supporting Ontario businesses impacted by tariffs, including through providing financial assistance. Novo Plastics applied for such support on January 29, 2026. Attached to this Affidavit as Exhibit 7 is a true copy of FedDev Ontario's acknowledgement of receipt of the application, dated January 29, 2026.

23) The FedDev Ontario application remains in process. Attached to this Affidavit as Exhibit 8 are true copies of emails from FedDev Ontario confirming that Novo Plastics' application remains active, dated August 4 and September 9, 2026.

24) Finally, the Respondents recently secured a mortgage commitment form X Capital Real Estate & Mortgage Fund ("X Capital") on September 10, 2026, for a refinancing of in the amount of $34,450,000, which would be expected to close within the same 60 days as are being requested for the closing of the sale of the Property, and as an alternative to the sale should any other issues arise with the sale. The Respondents have already satisfied the conditions related to the appraisal and financial statements in X Capital's commitment. Attached to this Affidavit as Exhibit 9 is a true copy of the mortgage commitment letter from X Capital Real Estate & Mortgage Fund, signed on September 10, 2026.

Sale and Leaseback of the Property

25) Concerned about the delays in FCC's approval process and mindful of TD Bank's impatience and unwillingness to extend further forbearance regarding repayment of its

loans to the Respondents, I engaged in a parallel effort to the FCC/Pathward financing to repay TD Bank through a sale and leaseback of the Property. On May 21, 2026, I secured a purchaser for the Property for a purchase price of $33,000,000, with a $330,000 deposit. Attached to this Affidavit as Exhibit 10 are true copies of the signed Agreement of Purchase and Sale with Tradegents Ltd. ("Tradegents") ("APS") and a copy of the signed Leaseback to Novo Plastics, both dated May 21, 2026.

26) Although originally scheduled to close on June 25, 2026, upon conducting an inspection of the Property the buyer expressed dissatisfaction with the state of repair of the roof of the Property and required that 213 repair the roof to the buyer's satisfaction before it would close. The APS was amended on June 24, 2026, with a new closing date of July 15, 2026, to permit for roof repairs to be undertaken and completed to the buyer's satisfaction. Attached to this as Exhibit 11 is a true copy of the Amendment to the Agreement of Purchase and Sale, dated June 24, 2026 ("Amended APS").

27) Work on the roof repair was delayed to the extent that the repair would not be completed until early August. We therefore arranged a further amendment to the APS to accommodate the new anticipated completion date of the roof repair. Attached to this Affidavit as Exhibit 12 is a true copy of the Amendment to the Agreement of Purchase and Sale, dated August 10, 2026 ("2nd Amended APS"), which established September 4, 2026, as the new closing date of the purchase.

28) As the hearing of TD Bank's application was returnable July 15, 2026, we sought from TD Bank a brief adjournment of the hearing to complete the purchase prior to any receivership order being made so that the purchase could be completed and the application

rendered unnecessary. To satisfy TD Bank of the need for the extension we provided TD Bank's counsel with copies of the Purchase Order for the roof repair work and a copy of the proposal submitted by the agreed upon contractor. Attached to this Affidavit as Exhibit 13 is a true copy of the email from our lawyer, Oleg Roslak, to TD Bank's counsel, D. Robb English, dated July 14, 2026, advising of the completion of some of the roof repair work and enclosing the contractor's proposal for completion of the balance of the work, together with true copies of the attachments.

29) TD Bank was only prepared to consent to a further extension to the return of its application on condition that the Respondents provide a signed consent to the receivership order sought by TD Bank that TD Bank would be entitled to file if the Respondents' indebtedness to TD Bank was not fully repaid by or before August 31, 2026. Because I anticipated that the roof repair work would be completed to the buyer's satisfaction by mid-August and the sale could then close before the scheduled closing date, I agreed to provide the requested consents. Attached to this Affidavit as Exhibit 14 is a true copy of an email from Oleg Roslak to Calvin Horsten, dated July 17, 2026, together with a copy of the enclosed signed consent to receivership order ("Consent").

Open Building Permits

30) The roof repair work had been resolved to the buyer's satisfaction in mid-August 2026, following an inspection of the completed work conducted by the buyer's agents at that time.

31) After I had provided the Consent, on August 11, 2026, the buyer's lawyer sent a letter of further requisition requiring, *inter alia*, the completion of the work and/or closure

of two open building permits disclosed in an off-title search with the Building Standards Department of the City of Markham. Attached to this Affidavit as Exhibit 15 is a true copy of the requisition letter from Joel Mixa, the buyer's lawyer, to Rodney Ikeda, dated August 11, 2026, requisitioning the closure of the two open building permits, together with a true copy of its enclosure, being a letter from the Building Standards Division of the City of Markham disclosing, *inter alia*, the open building permits.

32) The open building permits date from 1997 and 1998, a decade before 213 purchased the Property. 213 was unaware of the open building permits when it closed its own purchase of the Property in 2007. Significantly, TD Bank, when providing refinancing for the Property in 2023, never raised the issue of the open building permits with 213 or Novo Plastics when approving new financing.

Completion of the APS

33) The buyer, Tradegents, remains ready, willing and able to close the APS for the purchase of the Property, provided that 213 can complete the work required under the building permits or otherwise have them closed. Tradegents has therefore agreed a further amendment to the APS to extend closing by a further 60 days to afford 213 sufficient time to complete the work required under the open building permits. Attached to this Affidavit as Exhibit 16 is a true copy of the Third Amendment to Agreement of Purchase and Sale, dated September 14, 2026 ("3rd Amended APS").

34) I understand from oral enquires made by my counsel with the Deputy Chief Building Official, Building Standards Department of the City of Markham, Mr. Salvatore Barone, that one of the open building permits does not require work to be closed and can

therefore be satisfied through mere administrative steps. With respect to the open permit relating to crane design, however, my counsel informs me that it was orally advised that the City would likely be satisfied with an engineering field report stamped, signed, and dated, and addressed to Mr. Barone, indicating “no concerns” with the existing crane design and installation regarding its compliance with applicable laws, or that the current installation is correct, whereupon Mr. Barone could proceed to close the open permit on that basis.

35) However, I am also informed by my counsel that Mr. Barone further advised orally that his department does not yet have back from storage the original paper file, which would detail the exact deficiencies for the crane design and installation and any work to be completed to close the permit, but expects to have it soon.

36) I have also today retained an engineering firm, Gengroup Inc., to proceed with an inspection of the cranes related to one of the open building permits which will be able to provide an engineering field report sought by the City of Markham assess compliance of the existing structures with applicable standards. Attached to this Affidavit as Exhibit 17 is a true copy of our Purchase Order No. 12424, dated September 14, 2026, retaining Gengroup Inc.

Irreparable Harm and Balance of Convenience

37) If a receiver is immediately appointed, Novo Plastics will be compelled to forthwith cease operations. I am responsible for day-to-day management of the company, and all heads of department report directly to me. Additionally, I am the primary salesperson for Novo Plastics, working with the assistance of some independent

salespersons, and have a personal relationship with both its customers and suppliers since the day it commenced operations. The business operations of Novo Plastics could not continue without my direct involvement.

38) The TD Bank will not be prejudiced by the requested delay. The appraised value of the Property presently exceeds the amount of the Respondents' full indebtedness to the TD Bank, inclusive of interest.

39) I swear this Affidavit in support of motion to adjourn this hearing or, in the alternative, temporarily stay or vary the terms of the receivership order sought by TD Bank on this application to permit the sale of the Property to be completed, and for other related relief, and for no other or improper purpose.

SWORN remotely by Baljit Sierra at the City of Richmond Hill, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on the 14th day of September, 2026, in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely	))))))))))	
DocuSigned by: Oleg Roslak 737EE45225E64AB...	)))	DocuSigned by: Baljit Sierra 6A4A875D68D54C2...
Oleg M. Roslak, A Commissioner for Taking Affidavits, etc.	)))	Baljit Sierra

This is **Exhibit "1"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

Novo Plastics Inc.
Financial Statements
For the year ended March 31, 2025
(Unaudited)

Contents

Tel: 905 946 1066
Fax: 905 946 9524
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BDO Canada LLP
60 Columbia Way, Suite 300
Markham ON L3R 0C9 Canada

Independent Practitioner's Review Engagement Report

To the Shareholders of
Novo Plastics Inc.

We have reviewed the accompanying financial statements of Novo Plastics Inc., that comprise the balance sheet as at March 31, 2025, and the statements of operations and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility
Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion
Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Novo Plastics Inc. as at March 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

Markham, Ontario
November 6, 2025

Novo Plastics Inc.
Balance Sheet
(Unaudited)

March 31	2025	2024
Assets		
Current		
Accounts receivable	$ 7,236,224	$ 6,760,872
Other receivables (Note 2)	1,500,000	944,356
Deposits and advances	593,438	645,859
Inventories (Note 3)	3,634,508	3,782,158
	12,964,170	12,133,245
Property and equipment (Note 4)	12,212,265	11,795,677
Intangible assets (Note 5)	947,346	753,634
	$26,123,781	$ 24,682,556
Liabilities and Shareholders' Equity		
Current		
Bank indebtedness (Note 6)	$ 5,632,439	$ 4,636,681
Accounts payable and accrued liabilities	2,311,933	1,920,891
Payroll remittances payable (Note 7)	39,531	64,485
Salaries and wages payable	104,838	52,637
Scheduled cash repayments for demand loans (Note 8)	261,660	242,555
Current portion of obligations under capital leases (Note 9)	918,293	994,801
Current portion of government loan (Note 10)	157,503	174,804
Current liabilities before callable debt	9,426,197	8,086,854
Demand loans (Note 8)	1,440,768	1,699,662
	10,866,965	9,786,516
Obligations under capital leases (Note 9)	2,357,834	2,802,036
Government loan payable (Note 10)	1,788,215	1,705,585
Deferred grant income (Note 10)	335,444	425,237
Due to shareholder (Note 11)	2,047,163	1,547,163
Due to related party (Note 13)	607,055	-
	18,002,676	16,266,537
Shareholders' equity		
Share capital (Note 12)		
Common shares	100	100
Class "A" Special shares (redeemable and retractable at $6,600,000 (2024 - $6,600,000))	1	1
Retained earnings	8,121,004	8,415,918
	8,121,105	8,416,019
	$26,123,781	$ 24,682,556

On behalf of the Board:

______________________________ Director

The accompanying notes are an integral part of these financial statements.

Novo Plastics Inc.
Statement of Operations and Retained Earnings
(Unaudited)

For the year ended March 31	2025	2024
Sales	$19,198,348	$ 18,074,842
Cost of goods sold (Note 3)	10,195,394	9,976,560
Gross margin	9,002,954	8,098,282
Operating expenses		
Automobile	180,344	138,466
Consulting	336,662	91,601
Equipment rent	61,772	59,050
Foreign exchange loss (gain)	(6,989)	4,117
Freight and delivery	58,086	227,317
Insurance	147,089	145,457
Management salaries	142,365	142,365
Marketing and promotion	294,858	147,421
Occupancy costs (Note 13)	1,834,649	1,633,333
Office and general	197,552	110,352
Office salaries and benefits	946,296	935,720
Professional fees	172,165	259,479
Repairs and maintenance	573,011	519,654
Sales commissions	254,082	199,617
Travel and entertainment	126,353	136,663
Utilities and telephone	601,342	590,066
	5,919,637	5,340,678
Income before undernoted items and income taxes	3,083,317	2,757,604
Amortization of intangible assets	(637,271)	(371,877)
Amortization of property and equipment	(2,070,922)	(2,287,989)
Interest and bank charges	(282,695)	(129,902)
Interest on loans payable	(387,341)	(305,708)
Net loss	(294,914)	(337,872)
Retained earnings, beginning of year	8,415,918	8,753,790
Retained earnings, end of year	$ 8,121,004	$ 8,415,918

The accompanying notes are an integral part of these financial statements.

Novo Plastics Inc.
Statement of Cash Flows
(Unaudited)

For the year ended March 31	2025	2024
Cash provided by (used in)		
Operating activities		
Net loss	$ (294,914)	$ (337,872)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Amortization of property and equipment	2,070,922	2,287,989
Amortization of intangible assets	637,271	371,877
Unrealized loss on foreign exchange	46,055	43,902
Changes in non-cash working capital balances		
Accounts receivable	(248,030)	(241,021)
Other receivables	(555,644)	(166,635)
Deposits and advances	52,421	(209,820)
Inventories	147,650	(64,335)
Accounts payable and accrued liabilities	166,804	169,710
Payroll remittances payable	(24,954)	23,303
Salaries and wages payable	52,201	(44,780)
	2,049,782	1,832,318
Investing activities		
Purchase of property and equipment	(2,242,509)	(6,364,134)
Purchase of intangible assets	(830,984)	(941,824)
	(3,073,493)	(7,305,958)
Financing activities		
Increase in bank indebtedness	998,721	3,579,154
Repayment of demand loans	(239,789)	(993,448)
Proceeds from government loans	73,611	1,175,326
Repayment of government loans	(98,075)	-
Proceeds from capital lease obligations	-	1,708,649
Repayment of capital lease obligations	(814,849)	-
Advances from shareholder	500,000	-
Advances to related party	607,055	-
	1,026,674	5,469,681
Foreign exchange gain on cash held in foreign currency	(2,963)	3,959
Cash, end of year	$ -	$ -

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

a.	Nature of Business	Novo Plastics Inc. (the "Company") was incorporated under the laws of the Province of Ontario and specializes in the manufacturing of engineered plastic products and assemblies for both the automotive and consumer/commercial industries.
b.	Basis of Accounting	The Company has prepared its financial statements in accordance with Canadian accounting standards for private enterprises ("ASPE").
c.	Revenue Recognition	Revenue is recognized on performance of services and delivery of goods to customers when collectibility is reasonably assured.
d.	Inventories	Raw materials, work in process and finished goods are valued at the lower of cost and net realizable value. Cost is determined on the first-in, first-out basis. The cost of work in process and finished goods includes the cost of raw materials and the applicable share of the cost of labour and overhead. Net realizable value is the estimated selling price less the estimated cost of completion and the estimated costs necessary to make the sale. Inventory is written down to net realizable value when the cost of inventory is not estimated to be recoverable due to obsolescence, damage or declining selling prices.
e.	Property and Equipment	Property and equipment is stated at cost less accumulated amortization. Amortization, based on the estimated useful life of the asset, is calculated as follows:

Automobiles	30% declining balance
Computer hardware	30% declining balance
Equipment	7-12 years straight line
Leasehold improvements	10 years straight line
Furniture and fixtures	20% declining balance
Signs	20% declining balance
Molds	7 years straight line

Amortization is provided at 50% of the normal rate in the year of acquisition.

1. Summary of Significant Accounting Policies (continued)

f. Leases

Leases are classified as capital or operating leases. A lease that transfers substantially all of the benefits and risks incidental to the ownership of property is classified as a capital lease. At the inception of a capital lease, an asset and an obligation are recorded at an amount equal to the lesser of the present value of the minimum lease payments and the property's fair value at the beginning of the lease. Assets recorded under capital leases are amortized on a straight-line basis over the term of the lease, which is the estimated useful life of the assets.

Equipment	7 years straight line

All other leases are accounted for as operating leases wherein rental payments are expensed on a straight line basis.

g. Intangible Assets

Intangible assets consist of patents and incorporation costs with an indefinite life, website costs that are amortized at an annual rate of 30% using the declining balance basis and project development costs.

The Company tests the impairment of the intangible assets not subject to amortization only when an event or circumstance occurs that indicates that the fair value may be less than its carrying amount.

h. Project Development Costs

Project development costs are expensed unless they meet ASPE criteria for deferral and amortization, in which case they are capitalized as intangible assets. Capitalized development costs are amortized over 5 years and amortization begins in the year in which the developed product is available for general use.

i. Impairment of Long-Lived Assets

The Company monitors events and changes in circumstances which may require an assessment of the recoverability of its long-lived assets. If required, the Company would assess recoverability using estimated future undiscounted operating cash flows. If the carrying amount of an asset is not recoverable, an impairment loss is recognized in operations, measured by comparing the carrying amount of the asset to its discounted cash flow value.

1. Summary of Significant Accounting Policies (continued)

j. Financing Costs	Financing costs relating to long term debt are accounted for as part of the respective liability's carrying value at inception and amortized to interest expense over the term of the respective liability.
k. Income Taxes	The Company accounts for income taxes using the income taxes payable method under which the Company reports as an expense of the year only the cost of current income taxes for that year, determined in accordance with the rules established by taxation authorities.
l. Financial Instruments	Financial instruments are recorded at fair value when acquired or issued and subsequently measured at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired. Transaction costs on the acquisition, sale or issue of financial instruments are charged to the financial instrument for those measured at amortized cost.
m. Government Assistance	The Company makes periodic applications for financial assistance under government incentive programs including investment tax credits. Government assistance received during the year for current expenses is included in the determination of net income for the year. Government assistance related to capital expenditures is shown as a reduction of the cost of such assets.
n. Foreign Currency Translation	Foreign currency accounts are translated into Canadian dollars as follows: At the transaction date, each asset, liability, revenue or expense is translated into Canadian dollars by the use of the exchange rate in effect at that date. At the year end date, monetary assets and liabilities are translated into Canadian dollars by using the exchange rate in effect at that date. The resulting foreign exchange gains and losses are included in income in the current year.

1. Summary of Significant Accounting Policies (continued)

o. Redeemable Special Shares

The Company presents retractable or mandatorily redeemable shares issued in tax planning arrangements that meet the criteria for equity classification as a separate item in equity at their stated value. Any dividends related to these preferred shares are presented as a charge to retained earnings. The retractable or mandatorily redeemable shares issued in a tax planning arrangement which do not meet the criteria for equity classification are presented as a separate financial liability on the balance sheet at their redemption value.

p. Investment Tax Credits

Research and development costs are expensed as incurred unless they meet ASPE criteria for deferral and amortization. Research and development tax credits for qualifying research and development activities performed, and costs incurred, in Canada, which are subject to review and approval by tax authorities, are recognized in operations once the Company has reasonable assurance that they will be realized. Included in cost of goods sold are estimated tax credits in the amount of $800,000 (2024 - $700,000).

q. Use of Estimates

The preparation of financial statements in accordance with ASPE requires management to make estimates that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

2. Other Receivables

Other receivables consists of the following:

	2025	2024
Investment tax credits	$ 1,500,000	$ 700,000
Sales taxes	-	244,356
	$ 1,500,000	$ 944,356

3. Inventories

	2025	2024
Raw materials	$ 2,085,212	$ 2,337,840
Work in process	93,564	146,932
Finished goods	1,455,732	1,297,386
	$ 3,634,508	$ 3,782,158

During the year, the Company recognized $8,625,711 (2024 - $8,446,752) of inventories as an expense in cost of goods sold.

4. Property and Equipment

	2025			2024
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Automobiles	$ 453,223	$ 450,161	$ 3,062	$ 4,374
Computer hardware	46,387	40,647	5,740	8,201
Equipment	30,344,945	20,416,776	9,928,169	9,339,434
Equipment under capital lease	1,784,526	1,367,746	416,780	667,950
Leasehold improvements	1,848,444	727,408	1,121,036	1,245,596
Furniture and fixtures	119,711	103,653	16,058	20,072
Signs	14,924	14,924	-	-
Molds	861,419	139,999	721,420	510,050
	$35,473,579	$23,261,314	$12,212,265	$ 11,795,677

5. Intangible Assets

	2025			2024
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Incorporation costs	$ 2,200	$ -	$ 2,200	$ 2,200
Patent	141,587	83,593	57,994	72,493
Product development	3,500,841	2,626,995	873,846	659,932
Website	88,859	75,553	13,306	19,009
	$ 3,733,487	$ 2,786,141	$ 947,346	$ 753,634

6. Banking Facilities

The Company has access to seven (2024 - six) loan facilities to finance its ongoing operations. Each facility is designated for a specific business purpose up to a combined maximum of $17,325,485 (2024 - $13,241,000) subject to limitations.

The credit facilities are as follows:

1) Operating demand facility of $4,300,000 (2024 - $5,000,000) bearing interest at prime plus 0.50% (2024 - 0.50%)
2) Non-revolving term loan by way of prime rate based loans and fixed rate term loans of $1,784,485 (2024 - $2,000,000) bearing interest at prime plus 0.50% (2024 - 0.50%)
3) Revolving series of term loans of $500,000 (2024 - $500,000) for the purpose of financing accrued research and development expenses eligible for refundable investment tax credits bearing interest at prime plus 0.50% (2024 - 0.50%)
4) Revolving demand facility by way of letters of guarantee of $500,000 (2024 - $500,000) bearing fixed fee of 2% on issuance and renewal
5) Non-revolving lease facility by way of leases of $5,000,000 (2024 - $Nil)
6) Revolving lease line of credit by way of leases of $4,430,000 (2024 - $4,430,000)
7) Corporate credit card facilities of $811,000 (2024 - $811,000)

The above facilities are secured by specific assets and a general security agreement over the Company's present and after acquired property. The total outstanding amount of the utilized facilities as at March 31, 2025 was $5,060,000 (2024 - $4,500,000). These loans are subject to covenants that are calculated based on financial information of the Company.

7. Government Remittances

Included in payroll remittances payable are government remittances including payroll taxes and workers' compensation remittances of $99,117 (2024 - $64,485).

8. Demand Loans

	2025	2024
Non-revolving term loan, interest at the bank's prime rate plus 0.50%, repayable in blended monthly installments of $29,326, maturing December 2030.	$ 1,702,428	$ 1,942,217
Less current portion: Scheduled cash repayments required in the next 12 months	(261,660)	(242,555)
Callable debt (a)	$ 1,440,768	$ 1,699,662

(a) ASPE requires that term loans repayable on demand but scheduled for repayment beyond one year be classified as current liabilities.

It is management's opinion that the demand features of the outstanding loans will not be enacted upon in the subsequent year and the minimum standards as set forth within the individual agreements will be met.

Principal repayments on demand loans are as follows:

2026	$ 261,660
2027	277,963
2028	294,006
2029	310,976
2030	329,004
Thereafter	228,819
	$ 1,702,428

9. Obligations Under Capital Leases

	2025	2024
Obligations under capital leases for equipment, secured against the underlying assets (Note 4), bearing interest between 4.50% to 7.53% per annum, maturing from September 2026 to October 2030	$ 3,276,127	$ 3,796,837
Less: current portion	(918,293)	(994,801)
	$ 2,357,834	$ 2,802,036

Interest expense for the year related to the capital leases is $251,814 (2024 - $98,593).

Future minimum lease payments under the capital leases for subsequent years are as follows:

2026	$ 1,103,101
2027	1,058,522
2028	677,392
2029	376,396
2030	328,164
Thereafter	181,843
	3,725,418
Less: imputed interest	(449,291)
	$ 3,276,127

10. Government Loan Payable

	2025	2024
Government loan (Federal Economic Development Agency for Southern Ontario), non-interest bearing, repayable in $14,567 monthly instalments starting in January 2023, maturing in December 2027	$ 740,161	$ 748,443
Government loan (Advanced Manufacturing and Innovation Competitiveness Stream of the Regional Development Program), non-interest bearing, repayable in four annual instalments starting in April 2028, maturing in April 2031	1,205,557	1,131,946
	1,945,718	1,880,389
Less: current portion	(157,503)	(174,804)
	$ 1,788,215	$ 1,705,585

Future minimum payments are as follows:

2026	$ 174,804
2027	174,804
2028	281,214
2029	375,000
2030	375,000
Thereafter	750,000
	2,130,822
Less: imputed interest	(185,104)
	$ 1,945,718

The non-interest bearing government loan payable of $781,162 (2024 - $874,000) was recorded at its fair value of $740,161 (2024 - $748,443), discounted using the prevailing market interest rate of 3.3%. The resulting difference between the consideration received and the fair value is recorded as deferred grant income to be recognized on a systematic basis over the term of the loan.

The non-interest bearing government loan payable of $1,500,000 was recorded at its fair value of $1,205,557 (2024 - $1,131,946), discounted using the prevailing market interest rate of 5.83%. The resulting difference between the consideration received and the fair value is recorded as deferred grant income to be recognized on a systematic basis over the term of the loan.

11. Due to Shareholder

The advances from the ultimate shareholder are unsecured, non-interest bearing and due on demand. The shareholder has waived the right to demand repayment within the next fiscal year. The amounts due to the shareholder are subordinated to the banking facilities (Note 6).

12. Share Capital

Authorized

Unlimited	Common shares
1,000,000	Class "A" Special shares
1,000,000	Class "B" Special shares

		2025	2024
Issued			
100	Common shares	$ 100	$ 100
1,000,000	Class "A" Special shares, voting, redeemable and retractable for $6,600,000 (2024 - $6,600,000), non-cumulative, a preference on any distribution of the assets of the Corporation on any liquidation and no restrictions on transferability of the shares	1	1
		$ 101	$ 101

13. Related Party Balances and Transactions

The amounts due to related party owned by the ultimate shareholder are unsecured, non-interest bearing and due on demand.

The Company has rented premises from a company owned by the ultimate shareholder for $1,800,000 (2024 - $1,633,333).

This transaction is in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

14. Significant Customers

Sales to six (2024 - five) end-user customers accounted for approximately 88% (2024 - 74%) of the Company's total revenue for the year.

15. Commitments

The Company has a premises lease with a company controlled by the ultimate shareholder that expires on December 31, 2028, requiring annual rental payments of $1,800,000.

16. Income Taxes

	2025	2024
Loss before income taxes	$ (294,914)	$ (337,872)
Statutory income tax rate	26.50%	26.50%
Expected income tax recovery	(78,152)	(89,536)
Increase (decrease) in taxes resulting from:		
Difference between amortization and capital cost allowance for tax	(97,285)	(383,868)
Losses available for carryforward/(used)	(30,608)	114,622
Non-deductible expenses and other	(10,022)	4,240
Scientific research and experimental development	216,067	354,542
Income taxes	$ -	$ -

The Company has a pool of deductible SR&ED expenditures carried forward of approximately $3,619,763 (2024 - $2,726,748) that are available to reduce future taxable income.

The Company has non-capital loss for income tax purposes of $699,384, expiring 2044, which may be used to reduce future years' taxable income.

17. Financial Instruments

Credit Risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Company is exposed to credit risk relating to its accounts receivable. In order to reduce this risk, the Company reviews a new customer's history before extending credit and conducts regular reviews of its existing customer's credit performance.

Two (2024 - five) customers comprise approximately 60% (2024 - 67%) of the accounts receivable balance at year end.

The Company's cash is also subject to credit risk. The Company limits exposure to credit risk by maintaining cash with major financial institutions.

Interest Rate Risk

Interest rate risk is the risk that the fair values or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. As described in Note 6, the Company is exposed to interest rate risk with respect to its bank indebtedness and demand loans and does not currently hold any financial instruments that might mitigate this risk. Management does not believe the impact of interest rate fluctuations will be significant.

Liquidity Risk

Liquidity risk is the risk that the Company encounters difficulty in meeting its obligations associated with financial liabilities. Liquidity risk includes the risk that, as a result of operational liquidity requirements, the Company will not have sufficient funds to settle transactions on the due date; will be forced to sell financial assets at a value which is less than what they are worth; or may be unable to settle or recover a financial asset. Liquidity risk arises from bank indebtedness, accounts payable and accrued liabilities, salaries and wages payable, demand loans, government loan payable, amounts due to shareholder, amounts due to related party, and commitments. Management continues to focus on maintaining adequate liquidity to meet working capital requirements and capital expenditures.

Currency Risk

Currency risk is the risk that the value of financial instruments denominated in foreign currencies will fluctuate with changes in foreign exchange rates. The Company considers this risk to be acceptable and therefore does not hedge its foreign exchange rate risks.

The following assets and liabilities are the Canadian dollar equivalent of financial instruments denominated in United States dollars ("USD"), translated at the rate of $1.4385 (2024 - $1.3531) per USD.

	2025	2024
Bank indebtedness	$ (551,671)	$ (64,970)
Accounts receivable	$ 2,373,361	$ 3,788,786
Accounts payable and accrued liabilities	$ (257,806)	$ (201,362)

These risks have not changed from the prior year.

This is **Exhibit "2"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

PROPERTY DESCRIPTION: PCL 19-6, SEC MA3 ; PT LT 19, CON 3 (MKM) , PART 1 , 65R18445 , MARKHAM

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 1997/03/24

OWNERS' NAMES: 2139654 ONTARIO LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/03/24 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/03/24						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/03/22 ***						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
65R18445	1996/05/16	PLAN REFERENCE				C
65R18462	1996/05/28	PLAN REFERENCE				C
LT1103244	1996/06/06	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF MARKHAM	C
LT1107076	1996/06/27	TRANSFER		*** COMPLETELY DELETED ***	HUNJAN HOLDINGS LTD.	
REMARKS: THE CONSENT OF THE COMMITTEE OF ADJUSTMENT OF THE CORPORATION OF THE TOWN OF MARKHAM IS ATTACHED THERETO						
LT1131127	1996/10/21	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
LT1131128	1996/10/21	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: RENTS, LT1131127						
YR156059	2002/06/10	NOTICE OF LEASE		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	HUNJAN MOULDED PRODUCTS LTD.	
YR156063	2002/06/10	NOTICE OF LEASE		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	HUNJAN TOOLS & MOULD LTD.	
YR156069	2002/06/10	APL (GENERAL)		*** COMPLETELY DELETED *** HUNJAN MOULDED PRODUCTS LTD.	HUNJAN MOULDED PRODUCTS LTD. HUNJAN HOLDINGS LTD.	
REMARKS: YR156059						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR156070	2002/06/10	APL (GENERAL)		*** COMPLETELY DELETED *** HUNJAN TOOLS & MOULD LTD.	HUNJAN TOOLS & MOULD LTD. HUNJAN HOLDINGS LTD.	
REMARKS: YR156063						
YR168917	2002/07/04	CHARGE		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	CIBC MORTGAGES INC.	
YR168935	2002/07/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	CIBC MORTGAGES INC.	
REMARKS: YR168917						
YR168994	2002/07/04	NO ASSGN RENT SPEC		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	CIBC MORTGAGES INC.	
REMARKS: YR168917, YR156059 AND YR156069						
YR169025	2002/07/04	NO ASSGN RENT SPEC		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	CIBC MORTGAGES INC.	
REMARKS: YR168917, YR156063 AND YR156070						
YR169041	2002/07/04	CHARGE		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	CANADIAN IMPERIAL BANK OF COMMERCE	
YR177173	2002/07/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: LT1131127						
YR187413	2002/08/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: LT1131127						
YR493220	2004/06/30	NO SEC INTEREST		*** COMPLETELY DELETED *** GE CANADA LEASING SERVICES COMPANY		
YR582472	2004/12/24	APL (GENERAL)		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.		
REMARKS: DELETE - YR156059, YR156069, YR156063 AND YR156070						
YR582473	2004/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: YR169041						
YR582474	2004/12/24	TRANSFER		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.	388 MARKLAND PORTFOLIO INC.	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: S/T EXECUTION NO. 04/02644 - HUNJAN HOLDINGS LTD. - IF ENFORCEABLE DELETED UNDER YR585284						
YR582475	2004/12/24	NOTICE OF LEASE		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.		
YR585284	2005/01/07	APL DEL EXECUTION		*** COMPLETELY DELETED *** HUNJAN HOLDINGS LTD.		
REMARKS: DELETE EXECUTION 04-02644						
YR688421	2005/08/23	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)						
YR835087	2006/06/19	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	GE CANADA LEASING SERVICES COMPANY	
REMARKS: RE: YR493220						
YR1011822	2007/07/04	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	388 MARKLAND PORTFOLIO INC.	
REMARKS: RE: YR582475						
YR1012340	2007/07/04	TRANSFER	$7,100,000	388 MARKLAND PORTFOLIO INC.	2139654 ONTARIO LIMITED	C
YR1012342	2007/07/04	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
YR1012364	2007/07/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
REMARKS: YR1012342						
YR1012367	2007/07/04	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	GS MANAGEMENT GROUP INCORPORATED	
YR1012373	2007/07/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	GS MANAGEMENT GROUP INCORPORATED	
REMARKS: YR1012367						
YR1052326	2007/09/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: YR168917						
YR1225054	2008/09/16	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
YR1225060	2008/09/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
YR1226295	2008/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** GS MANAGEMENT GROUP INCORPORATED		
REMARKS: RE: YR1012367						
YR1681692	2011/07/20	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
YR1681695	2011/07/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	RETURN ON INNOVATION CAPITAL LTD.	
REMARKS: YR1681692.						
YR1681733	2011/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** RETURN ON INNOVATION CAPITAL LTD.		
REMARKS: YR1225054.						
YR1681734	2011/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** RETURN ON INNOVATION CAPITAL LTD.		
REMARKS: YR1012342.						
YR2051654	2013/10/25	APL CH NAME INST		*** COMPLETELY DELETED *** RETURN ON INNOVATION CAPITAL LTD.	RETURN ON INNOVATION ADVISORS LTD.	
REMARKS: YR1681692.						
YR2054122	2013/10/30	NOTICE OF LEASE		2139654 ONTARIO LIMITED	NOVO PLASTICS INC.	C
YR2055079	2013/10/31	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	LAURENTIAN BANK OF CANADA	
YR2055080	2013/10/31	NO ASSGN RENT SPEC		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	LAURENTIAN BANK OF CANADA	
REMARKS: YR2055079. YR2054122						
YR2055204	2013/10/31	POSTPONEMENT		*** COMPLETELY DELETED *** RETURN ON INNOVATION ADVISORS LTD.	LAURENTIAN BANK OF CANADA	
REMARKS: YR1692692 TO YR2055079						
YR2263104	2015/03/04	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
YR2263119	2015/03/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: YR2263104.						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2263174	2015/03/04	POSTPONEMENT		*** COMPLETELY DELETED *** NOVO PLASTICS INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: YR2054122 TO YR2263104						
YR2263200	2015/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** RETURN ON INNOVATION ADVISORS LTD.		
REMARKS: YR1681692.						
YR2264069	2015/03/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: YR2055079.						
YR2615454	2017/01/25	NOTICE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: YR2263104, DELETED BY YR2948501, 2019/11/05 BK						
YR2770511	2017/12/07	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	2273911 ONTARIO INC.	
YR2770515	2017/12/07	POSTPONEMENT		*** COMPLETELY DELETED *** NOVO PLASTICS INC.	2273911 ONTARIO INC.	
REMARKS: YR2054122 TO YR2770511						
YR2933606	2019/02/27	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BANK OF MONTREAL	
YR2933607	2019/02/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BANK OF MONTREAL	
REMARKS: YR2933606.						
YR2933608	2019/02/27	POSTPONEMENT		*** COMPLETELY DELETED *** NOVO PLASTICS INC.	BANK OF MONTREAL	
REMARKS: YR2054122 TO YR2933606						
YR2934704	2019/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2273911 ONTARIO INC.		
REMARKS: YR2770511.						
YR2948501	2019/04/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
REMARKS: YR2263104.						
YR3245650	2021/05/04	NOTICE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BANK OF MONTREAL	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR2933606 DELETED BY C. CHAPMAN ON 2024/04/23.						
YR3415163	2022/04/27	CHARGE		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BANK OF MONTREAL	
YR3415164	2022/04/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2139654 ONTARIO LIMITED	BANK OF MONTREAL	
REMARKS: YR3415163.						
YR3415170	2022/04/27	POSTPONEMENT		*** COMPLETELY DELETED *** NOVO PLASTICS INC.	BANK OF MONTREAL	
REMARKS: YR2054122 TO YR3415163						
YR3415172	2022/04/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR2933606.						
YR3514237	2023/01/10	CHARGE	$21,000,000	2139654 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	C
YR3514238	2023/01/10	NO ASSGN RENT SPEC		2139654 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	C
REMARKS: YR2054122. YR2054122, YR3514237						
YR3521969	2023/02/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR3415163.						
YR3665823	2024/04/12	NOTICE	$2	2139654 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	C
REMARKS: YR3514237						
YR3774016	2025/03/07	NOTICE	$1	2139654 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	C
REMARKS: YR3514237						

This is **Exhibit "3"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

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Menu

Novo Plastics: Pioneering Sustainable Packaging Solutions

Business Profiles Jul 15, 2025

When Baljit Sierra founded Novo Plastics in 2006, he didn't set out to revolutionize the plastics industry. A former lawyer with a passion for business, Sierra pursued an MBA to escape the confines of a desk job and explore new opportunities. Little did he know that a chance connection with a family member in the plastics industry would spark the creation of a company now leading the charge in sustainable packaging.

"I wanted to build something impactful, not just push papers," Sierra recalls. "You meet people along the way, opportunities arise, and sometimes, that's how great things begin."

Based in Markham, Ontario, Novo Plastics has grown into a global leader in designing and manufacturing engineered plastic parts and components. Renowned for its expertise in injection and blow molding, as well as innovative product design, the company has carved out a reputation for quality and forward-thinking solutions. Strategically located at Major MacKenzie and Highway 404, Novo Plastics benefits from Markham's status as a hub for manufacturing, technology and engineering talent.

"Markham's vibrant tech ecosystem has been a game-changer for us," Sierra says. "The access to skilled engineers and proximity to major industries has fueled our growth."

In its early years, Novo Plastics primarily served automotive manufacturers and OEM suppliers, capitalizing on the region's dense network of automotive businesses. However, Sierra's vision extended beyond a single industry. Recognizing the volatility of the automotive sector, he made a bold pivot in 2018 to diversify the company's portfolio and embrace emerging trends.

"As a leader, my job is to anticipate what's next," Sierra explains. "The automotive industry is tied to economic cycles, so we expanded our focus to sustainable packaging, a market with immense potential and a chance to make a positive impact."

Today, Novo Plastics produces sustainable packaging for a diverse range of sectors, including environmental and waste management, food and beverage, consumer, industrial, automation, retail, and automotive.

One standout product is the Novo Tote, a reusable tote made with recycled material designed to replace single-use plastic bags. Developed in collaboration with a major retail client aiming to eliminate plastic bags in its stores, the Novo Tote has become a cornerstone of Novo's sustainability efforts.

"Our retail partner challenged us to create a durable, eco-friendly alternative," Sierra says. "The Novo Tote is now a favorite among shoppers, proving that sustainability and convenience can go hand in hand."

While plastics often face scrutiny in discussions about environmental impact, Sierra is quick to dispel misconceptions.

"The narrative around single-use plastics has been oversimplified," he says. "At Novo, sustainability is at our core. All our products are recyclable, and we use recycled materials in our manufacturing process, creating a truly circular system."

As the importance of waste reduction and recycling continues to emerge, and the use of e-commerce and delivery services surges, Novo Plastics is well-positioned to capitalize on the growing demand for sustainable packaging. From environmental and waste recycling containers to food delivery and retail logistics, the company addresses the environmental challenges of a convenience-driven world.

"We live in an era where goods arrive at your door with a tap on your phone, but too often, those deliveries come with wasteful packaging," Sierra notes. "Our reusable solutions are designed to reduce waste while meeting the needs of modern consumers and businesses."

With a commitment to innovation and environmental stewardship, Novo Plastics is poised for significant growth. Sierra envisions a future where sustainable packaging becomes the standard, not the exception, and his company is leading the way.

To learn more about Novo Plastics and its cutting-edge sustainable packaging solutions, visit novoplas.com.

News

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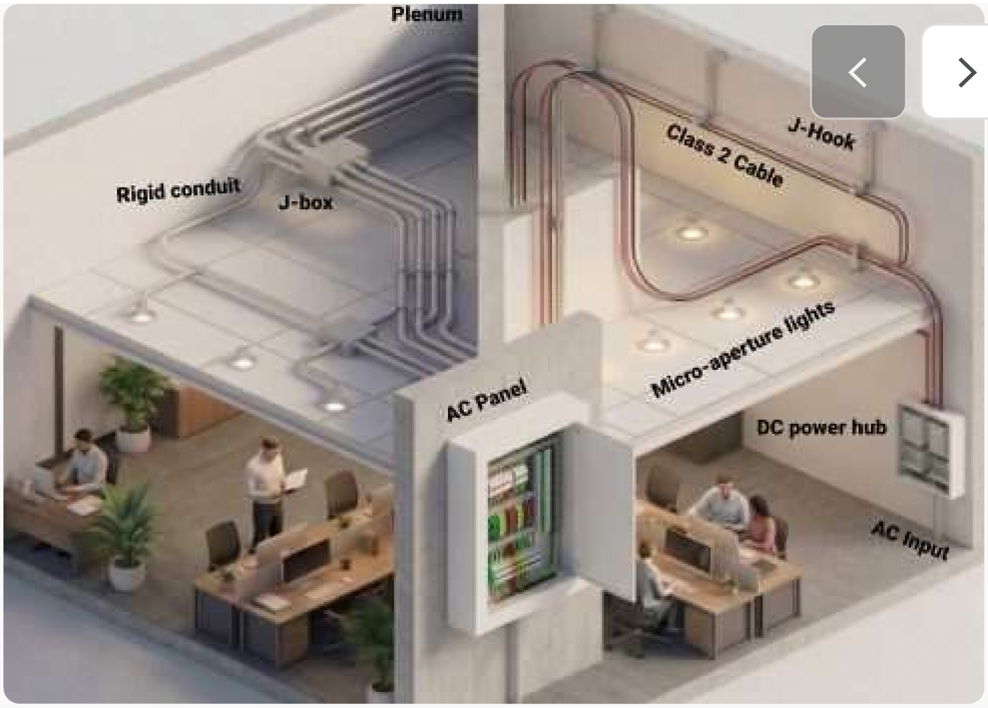

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This is **Exhibit "4"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

Narrative Appraisal

Single-Tenant Industrial
388 Markland Street
Markham, Ontario
Effective Date: February 26, 2026
Report Date: February 26, 2026

Prepared For
Baljit Sierra
President/CEO
Novo Plastics Inc.

Prepared By
Rob Purdy, AACI, P.App, MRICS
Senior Vice President, Toronto
Valuation & Advisory Services

181 Bay Street
Suite 1400
Toronto, ON M5J 2V1
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MAIN 416 777 2200
FAX 416 643 3470

Our File: TOR260156

February 26, 2026

Novo Plastics Inc.
388 Markland St,
Markham, ON L6C 1Z6

Attention: Baljit Sierra
President/CEO

Dear Mr. Sierra;

Re: Appraisal of Single-Tenant Industrial
388 Markland Street, Markham, Ontario

In accordance with your request, we have carried out an analysis of the above mentioned property in order to estimate its current market value as is. Based on our investigations, it is our opinion that the current market value as is of the fee simple interest in the Subject Property, as of February 26, 2026, is estimated to be as follows:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	Fee Simple	February 26, 2026	$31,800,000

This appraisal has been prepared under the assumption that current economic conditions, including the effects of ongoing and potential future U.S. tariffs on domestic and international trade, do not materially and adversely affect the subject property beyond what is reflected in current market data as of the effective date of valuation. However, due to the inherent unpredictability of future policy changes, market reactions, and supply chain disruptions that may result from tariff-related developments, there exists a degree of economic uncertainty that could impact property values in ways not presently measurable or foreseeable.

This condition represents a material factor affecting market dynamics that lies outside the appraiser's control and cannot be fully quantified or reliably predicted using standard appraisal methodology. Consequently, the value conclusion expressed herein is based on market conditions known as of the effective date and does not reflect unforeseen future impacts that may arise from changes in tariff policies or their broader economic consequences.

The above value estimate is based on an exposure period of 9 to 12 months, assuming the basis of a transaction involving cash to the vendor, and is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section, beginning on Page 9 herein.

181 Bay Street
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Toronto, ON M5J 2V1
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FAX 416 643 3470

This report describes the methods and approaches to value in support of the above conclusion, and contains the pertinent data gathered in our investigation of the market.

Should you have any questions, we would be pleased to discuss the valuation further.

Yours very truly,

COLLIERS INTERNATIONAL REALTY ADVISORS INC.

Rob Purdy, AACI, P.App, MRICS
Senior Vice President, Toronto

Ashil Patel, AACI, P.App
Associate Director, Toronto

Table of Contents

Executive Summary

Single-Tenant Industrial
388 Markland Street
Markham, Ontario

Final Value Estimate
$31,800,000

PROPERTY INFORMATION			
Property Type	Industrial / Office Warehouse	Size (SF)	82,569
Year Built	1997	Occupied (100.0%)	82,569
Quality / Condition	Good / Good	District	Markham East
Site Area (acres)	3.27	Clear Height	28 Feet
Density	0.58	Cranes	No
Excess Density	None	Loading (Dock / Grade / Rail)	3 / 4 / No
Land Use/Zoning	EMP-GE (Employment - General		

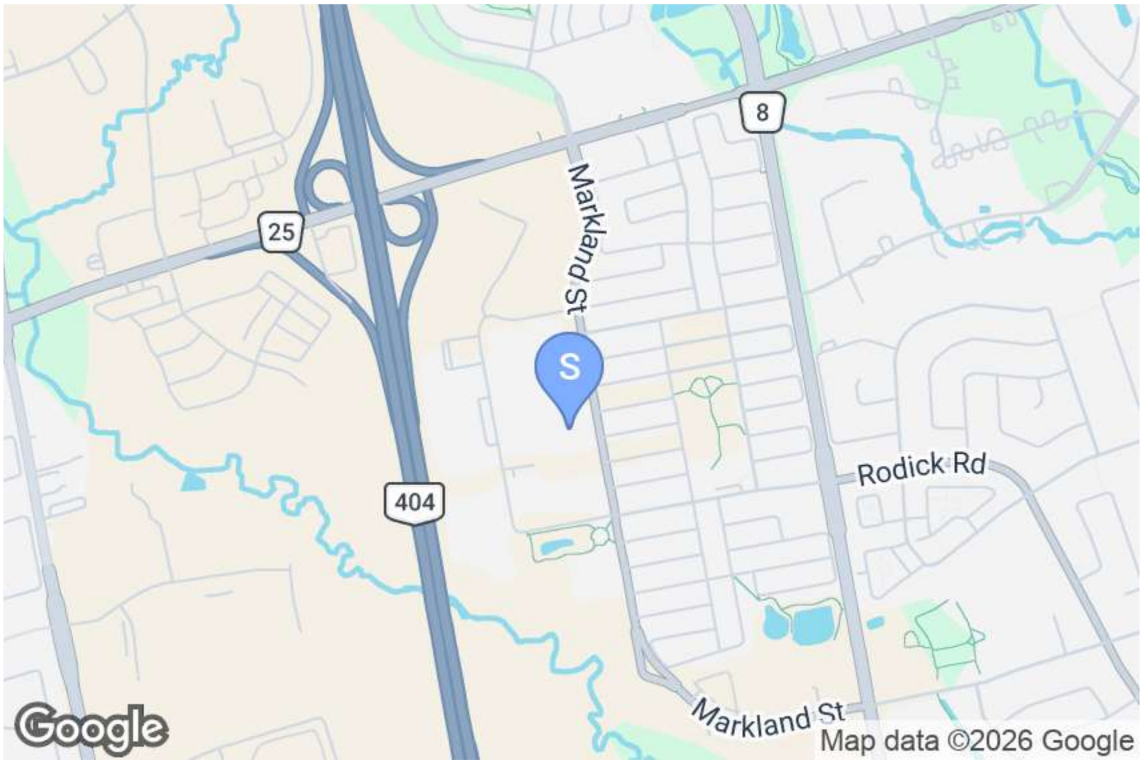
VALUE CONCLUSION		VALUATION SUMMARY	
Final Value Estimate	**$31,800,000**	Direct Comparison Approach	$31,800,000
Effective Date	February 26, 2026	Income Approach	
Value per SF	$385	Direct Income Capitalization	$24,800,000
Going-In Capitalization Rate	4.49%		

DIRECT INCOME CAPITALIZATION		DIRECT COMPARISON APPROACH	
Market Rent	$17.50 per SF	Concluded Unit Value/SF	$385
Stabilized Net Operating Income	$1,426,413	Initial Value	$31,800,000
Vacancy Allowance	0.00%	Adjustments	$0
Structural / Contingency	1.00%	Adjusted Value	$31,800,000
Overall Capitalization Rate	5.75%	Value per SF	$385
Initial Value	$24,800,000		
Adjustments	$0		
Adjusted Value	$24,800,000		
Value per SF	$300		

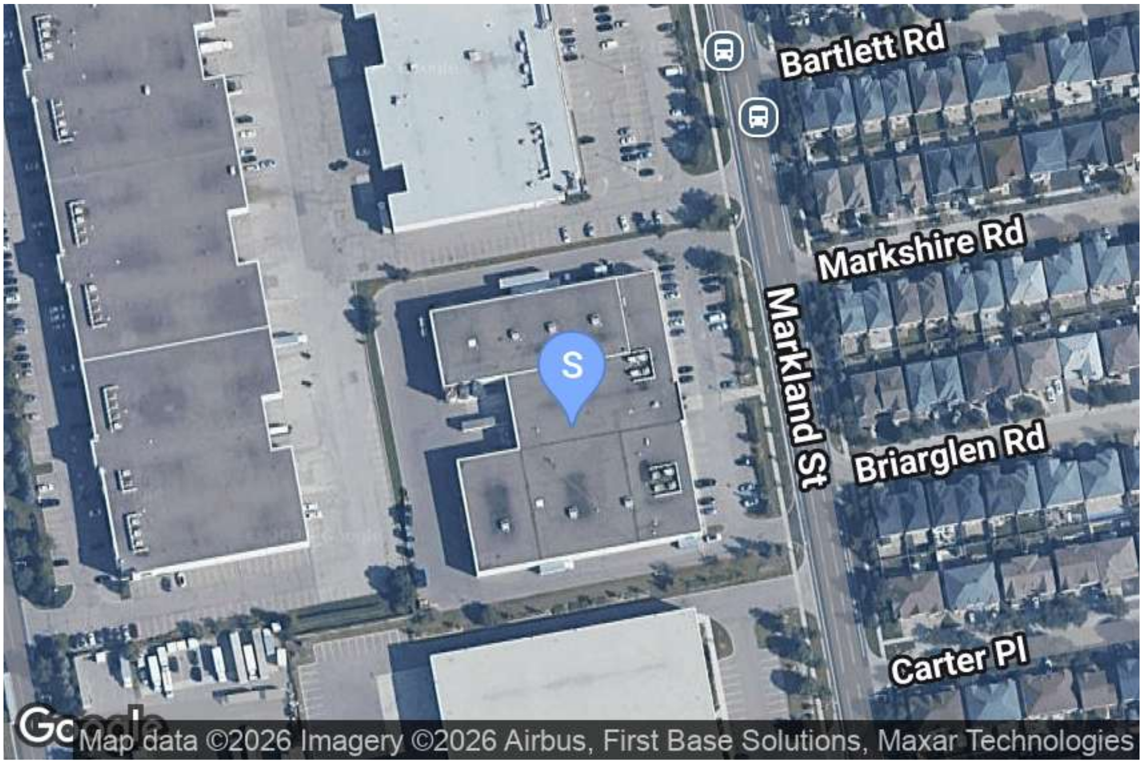
The Subject Property is a 82,569 SF industrial building located on a 3.27 acre site at 388 Markland Street, Markham, Ontario. The building represents good quality construction and was in good condition as of the effective date of the report.

The above value estimate is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section, beginning on Page 9 herein.

General Location Map



Aerial Photograph



Photographs of Subject Property


Subject Improvements – Exterior


Subject Improvements – Exterior


Subject Improvements – Exterior


Subject Improvements – Exterior


Subject Improvements – Exterior


Subject Improvements – Mechanicals

Photographs of Subject Property (continued)

Subject Improvements – Mechanicals

Subject Improvements – Office Area

Subject Improvements – Office Area

Subject Improvements – Warehouse/Manufacturing Area

Subject Improvements – Office Area

Subject Improvements – Warehouse/Manufacturing Area

Photographs of Subject Property (continued)

Subject Improvements – Warehouse/Manufacturing Area

Subject Improvements – Warehouse/Manufacturing Area

Subject Improvements – Warehouse/Manufacturing Area

Subject Improvements – Warehouse/Manufacturing Area

Subject Improvements – Main Entrance

Terms of Reference

Authorized Client and User

Novo Plastics Inc. is the Authorized Client of this appraisal, and Novo Plastics Inc. is the Authorized User.

Purpose and Authorized Use of Report

The purpose of this valuation is to estimate the current market value as is of the Subject Property described.

This appraisal is provided on a confidential basis and for the sole and exclusive use by Novo Plastics Inc. and any other Authorized User specifically identified for first mortgage financing only, and any third party use of or reliance on this Appraisal Report or any materials prepared by Colliers International Realty Advisors Inc. (Colliers), is strictly prohibited, except to the extent that Colliers has provided prior permission in writing, such permission to be provided or withheld in Colliers' sole and exclusive discretion. In the event that Colliers has not provided said permission Novo Plastics Inc. shall ensure and be responsible for notifying the third party in writing that it should not rely on the Appraisal Report and any use by such third party of the Appraisal Report or any materials prepared by Colliers shall be at its own risk and that Colliers makes no representations or warranties of any kind. Notwithstanding anything to the contrary, Colliers shall not owe any duty to any third party with respect to the Appraisal Report.

The appraisal report must be used in its entirety and any reliance on any portion of the appraisal report independent of others may lead to erroneous conclusions.

Indemnification and Limitation of Liability

Novo Plastics Inc. shall indemnify, defend and hold Colliers fully harmless from and against any and all claims, liabilities, damages, costs and expenses (including court costs and reasonable legal fees) resulting from or arising out of the Authorized Client's breach of the professional service agreement relating to the Appraisal Report, wrongful acts or omissions (including any failure to perform any duty imposed by law), misrepresentation, distortion or failure to provide complete and accurate information, or any unauthorized use or reliance by third parties on the Appraisal Report or any materials prepared by Colliers. Except for Novo Plastics Inc. 's indemnification obligations, neither party shall be liable to the other party for any special, consequential, punitive or incidental damages of any kind whatsoever. Moreover, to the maximum extent permitted by law, Colliers' total liability for any losses, claims or damages arising out of or connecting or relating to this agreement (under any applicable theory of law) shall be limited in the aggregate to the total sum of fees and costs received by Colliers from Novo Plastics Inc. for the applicable subject report(s).

Property Rights

The property rights appraised are those of the Fee Simple Interest. The Fee Simple Interest refers to absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.

Effective Date

The effective date of this valuation is February 26, 2026.

This Appraisal Report is prepared in the context of the market conditions and other factors (including assumptions and/or materials provided by parties and sources outside of the control of Colliers Realty Advisors Inc.) prevailing as of the effective date. Real estate markets and assets are subject to significant volatility and change; and can be affected by numerous economic and political conditions as well as other conditions. The value contained (if any) in this Appraisal Report is made as of the effective date only and should not be relied on as of any other date without receiving prior written authorization from Colliers.

Property Inspection

The following table illustrates the Colliers professionals involved with this appraisal report, and their status with respect to the property inspection.

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Rob Purdy, AACI, P.App, MRICS	Yes	Interior/Exterior	March 20, 2025
Ashil Patel, AACI, P.App	No	-	-
Jovy Yung, AACI, P.App	Yes	Interior/Exterior	March 26, 2026

Market Value Definition

For the purposes of this valuation, market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."
(The Appraisal of Real Estate, Fourth Canadian Edition, ed. Dybvig, (University of British Columbia, Real Estate Division, 2023), p. 6.1-.4)

Exposure Time

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is defined as:

"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. Exposure time is backward-looking."
(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2024 ed., p. 6)

Exposure Time is a retrospective function of asking price, property type, and past market conditions and encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Exposure time is a necessary element of a market value definition but is not a prediction of a specific date of sale.

In practice, the exposure time assumes the following:

- The property was extensively marketed. Potential purchasers could inspect the property at will.
- The owner provided interested agents with any and all relevant property information.
- Negotiations of any offers to purchase were performed in a timely manner.
- The property was maintained at a physical status equivalent to its present condition.
- Market level financing was readily available.
- The seller was not under duress.

Ongoing discussions with agents familiar with the market have indicated that properties like the Subject Property typically require a marketing period of 9 to 12 months depending on a variety of factors including its location, vacancy levels, tenant quality, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the Subject Property to sell at the market value estimated as of the effective date of this report, an exposure period of approximately 9 to 12 months would have been required.

Scope of the Valuation

This report has been written in a Narrative format and complies with the reporting requirements set forth under the Canadian Uniform Standards of Professional Appraisal Practice As such, all relevant material is provided in this report including the discussion of appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses are retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the Authorized Client and for the authorized use stated.

During the course of preparing this valuation, the following was completed:

- Property inspection details are indicated previously within the Terms of Reference section of this report.
- No lease review or audit was conducted. This valuation has been prepared on the basis of summary financial and operating data provided directly to us by the Authorized Client or their designated agents, in either hard copy or electronic form or both. It is assumed that this information, and specifically that relating to the financial performance of the Subject Property described, is accurate. This assumption is critical to the value estimate contained and the authors of this report, and Colliers reserve the right to amend our estimate(s) in whole or in part should the foregoing not be the case.
- A review of a detailed tenant rent roll as provided by the Authorized Client or their designated agents has been conducted.
- A review has been completed of available data regarding the local market.
- Verification of current land use and zoning regulations has been undertaken. Municipal and neighbourhood information, including tax information, were sourced as noted below and verified where appropriate and possible. Site area and dimensions are from information obtained from the GeoWarehouse. Should further confirmation of site size and dimensions be required, a legal survey should be commissioned.
- A review of sales and listing data on comparable properties has been undertaken. Comparable market information was obtained from our information database and local real estate professionals knowledgeable in the Markham real estate market. It was confirmed, when appropriate, with public information at the GeoWarehouse or the parties involved when there was reason to doubt its accuracy.
- Discussions have been held with market participants where applicable.

SOURCES OF INFORMATION	
ITEM	**SOURCE**
Assessment / Tax Information	Municipal Property Assessment Corporation (MPAC)
Zoning Information	City of Markham
Official Plan Information	City of Markham
Site Size Information	GeoWarehouse
Building Size Information	Municipal Property Assessment Corporation (MPAC)
Demographics	Colliers Hydra
Comparable Information	RealNet, Real Track, MLS, Colliers Internal Database, GeoWarehouse
Legal Description	GeoWarehouse
Other Property Data	Client

Colliers cannot be held liable for any errors in the information that was provided by third parties or by Baljit Sierra of Novo Plastics Inc.. The Appraisal Report must be used in its entirety and any reliance on any portion of the appraisal report independent of others may lead to erroneous conclusions.

Assumptions, Limiting Conditions, Disclaimers and Limitations of Liability

This report is subject to the Assumptions, Limiting Conditions, Disclaimers and Limitations of Liability set forth within the Appendix to this appraisal in addition to any specific assumptions that may be stated in the body of the report. These conditions are critical to the value stated and should be thoroughly read and understood before any reliance on this report should be considered.

Extraordinary Limiting Conditions

An Extraordinary Limiting Condition refers to a necessary modification to, or exclusion of, a Standard Rule which may diminish the reliability of the report.

The following Extraordinary Limiting Conditions have been invoked within this report:

No title search has been completed for this appraisal, and it is assumed for the purposes of this report that the Subject Property is not subject to any encumbrances or rights of way that would materially affect the impact of the marketability or market value of the Subject Property.

Extraordinary Assumptions

An Extraordinary Assumption is an assumption, directly related to a specific assignment, which, if were not assumed to be true, could materially alter the opinions or conclusions. Extraordinary Assumptions presume uncertain information about or anticipated changes in: the physical, legal or economic characteristics of the Subject Property; or about: conditions external to the Subject Property such as market conditions or trends, or the integrity of data used in an analysis to be fact.

The following Extraordinary Assumptions have been invoked within this report:

We have relied on information provided to us by the Authorized client or their designated agents with respect to the status of the tenancy and their contractual rights and obligations, and financial data relating to the income and expenses associated with the Subject Property's operations, as well as the physical attributes of the Subject Property and environmental condition of the site, including any required capital expenditures. The assumptions stated are critical to the value estimate contained and the authors of this report and Colliers reserve the right to amend our estimates should any of these assumptions be altered in whole or in part.

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty and any cost of remedy could potentially impact the reported value conclusion. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

This appraisal has been prepared under the assumption that current economic conditions, including the effects of ongoing and potential future U.S. tariffs on domestic and international trade, do not materially and adversely affect the subject property beyond what is reflected in current market data as of the effective date of valuation. However, due to the inherent unpredictability of future policy changes, market reactions, and supply chain disruptions that may result from tariff-related developments, there exists a degree of economic uncertainty that could impact property values in ways not presently measurable or foreseeable.

This condition represents a material factor affecting market dynamics that lies outside the appraiser's control and cannot be fully quantified or reliably predicted using standard appraisal methodology. Consequently, the value conclusion expressed herein is based on market conditions known as of the effective date and does not reflect unforeseen future impacts that may arise from changes in tariff policies or their broader economic consequences.

With the exception of the foregoing, there have been no other Extraordinary Assumptions employed in the preparation of this appraisal or report.

Hypothetical Conditions

Hypothetical Conditions are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal or economic characteristics of the Subject Property or external conditions, and are imposed for purposes of reasonable analysis.

No Hypothetical Conditions have been invoked within this report.

Assemblage

When relevant to the assignment, CUSPAP requires that assemblage must be considered and analyzed as to the effect on value. In the instance of the Subject Property, assemblage is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Anticipated Public or Private Improvements

When relevant to the assignment, CUSPAP requires that anticipated public or private improvements must be considered and analyzed as to the effect on value. In the instance of the Subject Property, public or private improvements are not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Personal Property

When relevant to the assignment, CUSPAP requires that personal property must be considered and analyzed as to the effect on value. In the instance of the Subject Property, personal property is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Property Data

Municipal Address

The Subject Property is municipally described as 388 Markland Street, Markham, Ontario.

Legal Description

The Subject Property's legal description is as follows:

P.I.N.	Legal Description
030470057	PCL 19-6, SEC MA3 ; PT LT 19, CON 3 (MKM) , PART 1 , 65R18445 , MARKHAM

Current Ownership

Available data indicates the following ownership information:

TITLE NO.	SEARCH DATE	REGISTERED OWNER	SOURCE OF TITLE INFORMATION
030470057	February 25, 2026	2139654 Ontario Limited	GeoWarehouse

Ownership History / Recent Activity

Ownership of the Subject Property last transferred on July 4, 2027. According to the information available, the current owner, 2139654 Ontario Limited, acquired the Subject Property from 388 Markland Portfolio Inc. for the reported consideration of $7,100,000. This transaction is understood to have occurred at arm's length. There have been no other transfers of the Subject Property within the past three years. The Subject is not currently listed for sale. As we understand it, the property has not been subject to any agreement for sale, option or listing during the past twelve months.

Title Encumbrances

For the purposes of this analysis, the instruments registered against the title(s) to the Subject Property are assumed not to have a significant effect on the Subject Property's marketability or its market value. For greater certainty a legal opinion should be solicited for a full explanation of the effects of these encumbrances. The Subject Property has been valued as if free and clear of any financing. A copy of the Subject Property GeoWarehouse Report has been included in the Appendix for further reference.

Realty Taxes / Assessment

The current realty tax and assessment information for the Subject Property is summarized as follows:

ASSESSMENT & TAXES				
ROLL NO	TOTAL 2026 ASSESSMENT	TOTAL ASSESSMENT PER SF	TOTAL TAX LEVY	TOTAL TAX LEVY PER SF
193602013668800	$9,160,000	$110.94	$172,143	$2.08

Information relating to realty taxes on a sampling of comparable properties can be found within the Expense Comparables table presented within the Income Approach.

It should be noted the estimated tax amount is based on the City of Markham's occupied industrial property tax rate of 1.872987%, which includes the city rate of 0.281669%, region rate of 0.617618%, and education rate of 0.98%.

Please be advised that the Municipal Property Assessment Corporation (MPAC) has not conducted a province-wide assessment update since 2016. Consequently, the current assessed value reflects a legislated valuation date of January 1, 2016, and may not accurately represent current market conditions. All parties are encouraged to perform independent due diligence regarding the property's present assessed value.

Location Overview

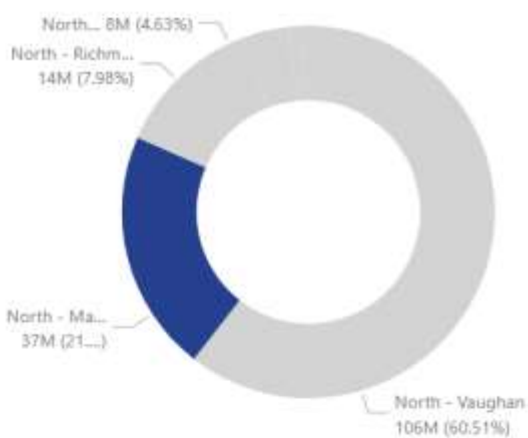
Toronto CMA – North - Markham East

Market Snapshot

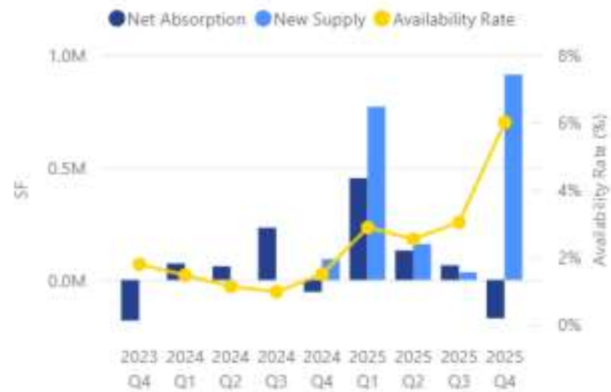
	2025 Q3	2025 Q4
Total Inventory (SF)	35,841,066	36,787,223 ▲
Availability Rate	3.0%	6.0% ▲
Total Available (SF)	1,088,690	2,207,789 ▲
Net Absorbtion	65,040	-170,317 ▼
Under Construction (SF)	1,037,366	125,242 ▼
New Supply (SF)	34,123	912,124 ▲
Asking Net Rent ($PSF)*	$16.57	$17.30 ▲

*weighted average

Market Inventory

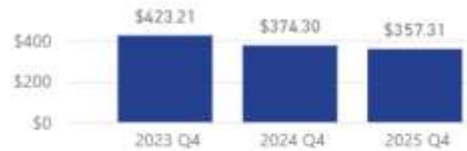


Historical Overview



Weighted Average Net Rent ($PSF)

Average Sale Price ($PSF)



Notable Lease Transaction

Address	Tenant	Lease Type	Area (SF)	Average Rate ($PSF)
331 Amber Street		Head/Direct Lease	33,848	17.93
301 Gough Road		Sub Lease	25,020	
498 Markland Street		Head/Direct Lease	19,668	
60 Gough Road	Navien Canada Inc	Head/Direct Lease	17,638	18.00
802 Cochrane Drive		Head/Direct Lease	14,671	

Notable Sales Transaction

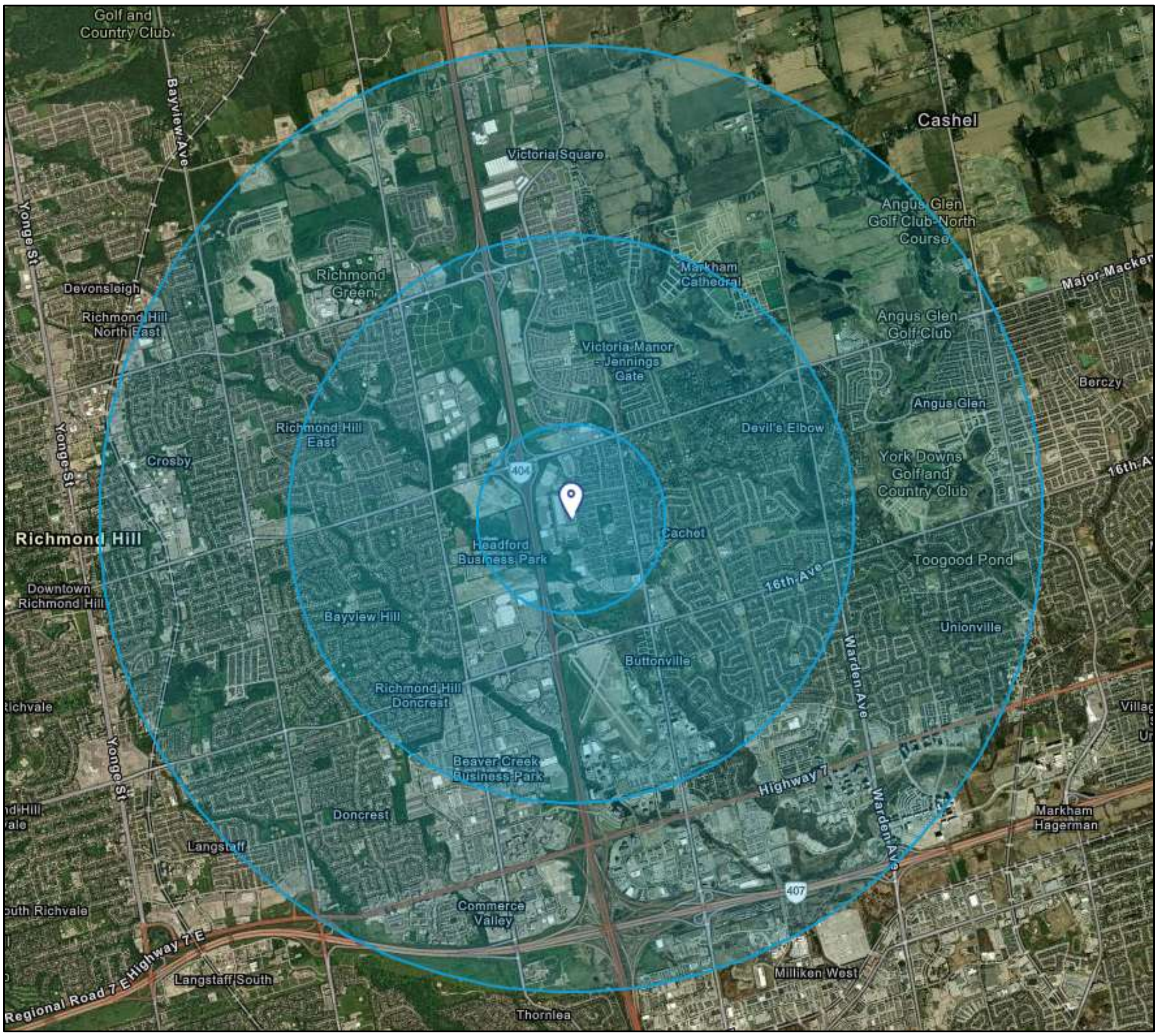
Address	Purchaser	Area (SF)	Sale Price	Sale Price ($PSF)
190 Allstate Parkway	Starhub Arena GP Inc.	14,661	8,356,770.00	570.0

Subject Property
388 Markland St
Industrial Submarkets
Aurora
Whitchurch/Stouffville
Richmond Hill
Markham East
Markham
Pickering
Vaughan
Markham West
Scarborough East
Scarborough West
Willowdale
Highway 7
14th Ave
Steeles Ave E
Finch Ave E
Sheppard Ave E
Woodbine Ave
Warden Ave
Kennedy Rd
Leslie St
Yonge St
Bayview Ave
Elgin Mills Rd E
Stouffville Rd
Bloomington Rd
9th Concession Rd
Donald Cousens Pkwy
Keele St
Dufferin St
John St
3 km

Demographics

The following reflects various demographics statistics from 1KM, 3KM, and 5KM radium.

DEMOGRAPHICS AND STATISTICS		
Population	1 km radius	5,821
	3 km radius	50,425
	5 km radius	155,133
Average Household Income	1 km radius	$161,744
	3 km radius	$211,412
	5 km radius	$162,713



Site Description

Site Description

The site comprises a total area of 3.27 acres (142,342 square feet). The site is square in its configuration, as shown on the site plan above. Overall access to the property is considered to be good. The site enjoys good exposure characteristics. The site has been developed to a Site Coverage Ratio of 44.47%. The site has no excess density. The site is fully serviced. The site's topography is generally level and at street grade with adjacent roadways and properties.

Street Improvements / Frontage

Street improvements for the Subject Property are as outlined below:

Street Improvements	Frontage	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetlights	Center Lane	Gutters
Markland Street	361 Feet	Two-Way	Two-Lane	Minor Arterial	✓	✓	✓	✓	✓

Soil Conditions

We have not undertaken a detailed soil analysis, and as we are not qualified to comment on soil conditions, we have assumed that there are no contaminants affecting the site. However, a full environmental assessment would be required for certainty, and any cost of remedy could potentially impact the value conclusions contained herein. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

Summary

The site provides good access and good exposure characteristics and no adverse influences are visually apparent.

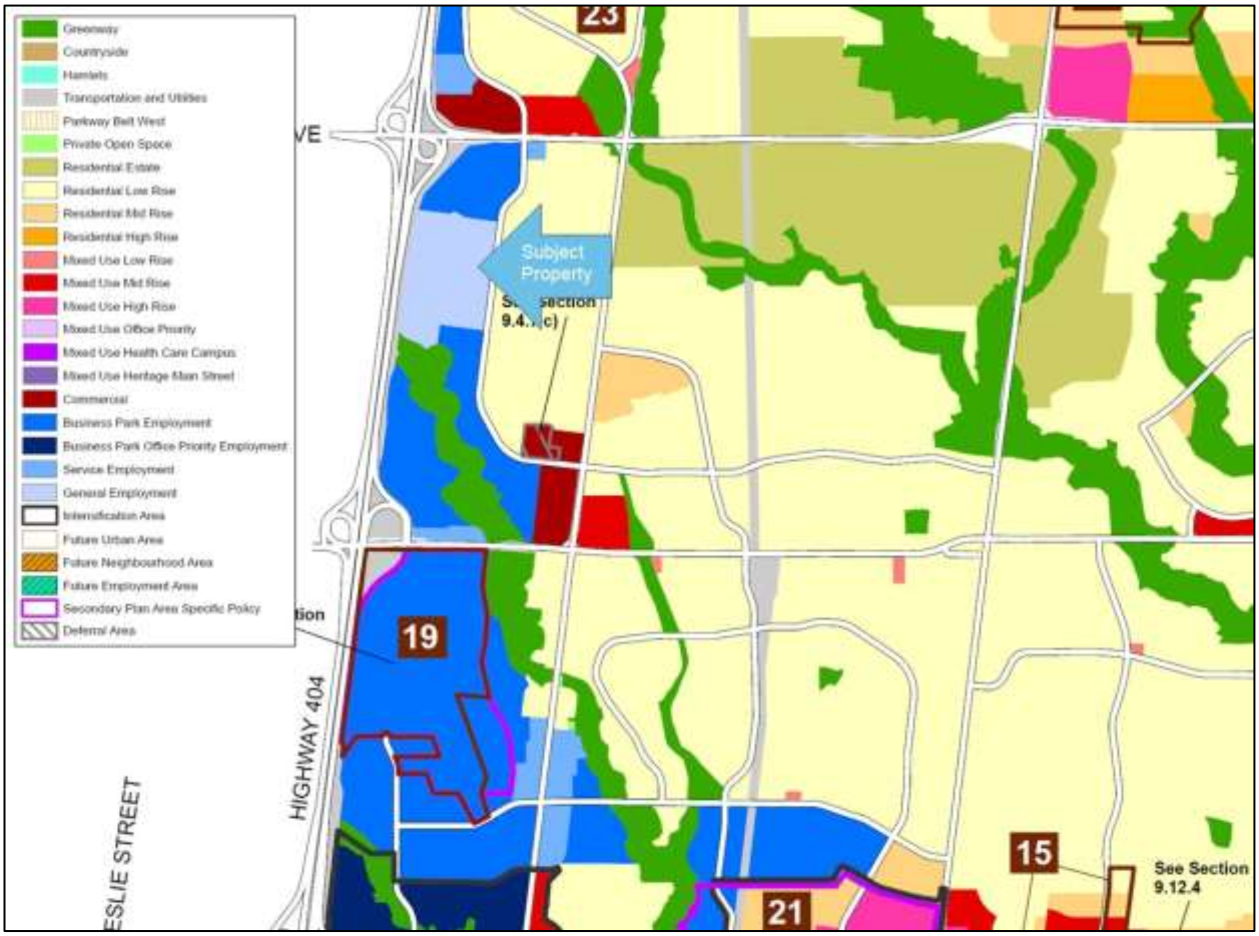
Land Use Controls

The City of Markham Official Plan

The Municipal Official Plan is a policy document that provides direction for planning and development activities. It is intended to co-ordinate the effects of change and future development in the best long-term interests of the Municipality and the Region. The intentions of the Official Plan are implemented through creation of Zoning By-laws and other local regulations. The City of Markham Official Plan designates the subject property as:

- **General Employment**

City of Markham Official Plan Land Use Map Excerpt



Source: City of Markham

Zoning

Zoning bylaws typically establish ranges of permitted and discretionary uses, in addition to development restrictions including such factors as maximum building heights, allowable densities, setback requirements, parking and loading limitations, signage restrictions and other items.

According to the City of Markham Zoning By-law 2024-19, the property is currently zoned EMP-GE - Employment - General Employment. An excerpt from the zoning bylaw is included in the appendices to this report.

City of Markham Zoning Map Excerpt

Source: City of Markham

A zoning summary and a listing of pertinent zoning requirements are presented below:

ZONING SUMMARY	
Municipality Governing Zoning	City of Markham
Zoning Bylaw Number	2024-19
Current Zoning	Employment - General Employment (EMP-GE)
Permitted Uses	The Subject Property zoning permits various employment uses including, but not limited to: industrial use, business centre, film studio, retail store, service and repair establishment, and so on. Additional information relating to zoning regulations and restriction is located within the appendix of this report.
Current Use	Industrial
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely
Conforming Use	The existing improvements represent a conforming use within this zone; however, the authors are not technically qualified to confirm zoning compliance, and for greater certainty in this regard, written confirmation from the municipality and/or a qualified legal opinion should be obtained.

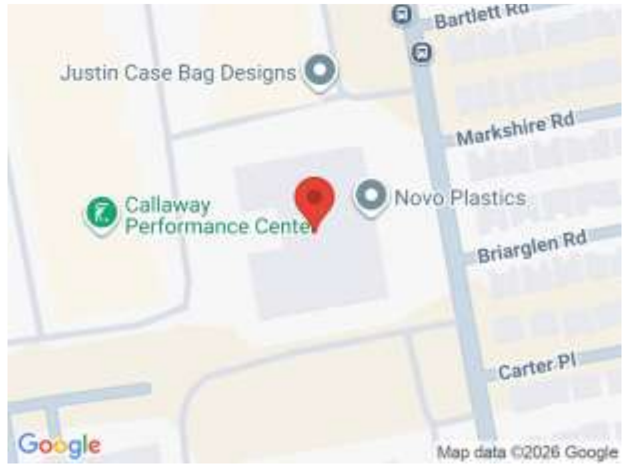
Source: City of Markham

Land Use Controls Conclusions

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of analysis presented correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Based on our interpretation of the applicable land use/zoning bylaw, the property use appears to reflect a legally permitted conforming use. However, the authors are not technically qualified to confirm zoning compliance, and for greater certainty in this regard, written confirmation from the municipality and/or a qualified legal opinion should be obtained.

Description of the Improvements



Comments

The Subject Property is a 82,569 SF industrial building located on a 3.27 acre site at 388 Markland Street, Markham, Ontario. The building represents good quality construction and was in good condition as of the effective date of the report. The warehouse/manufacturing areas are assumed to be generally unfinished and comprise suspended fluorescent lighting, open web steel joists supporting a corrugated steel roof deck. The office and warehouse components are heated and cooled via rooftop mounted units. Auxiliary heating within the warehouse/manufacturing area consists of suspended gas-fired forced air heaters. Discussions with the property contact indicated that due to the nature of the manufacturing operations within the warehouse, the area is air-conditioned due to the heat produced by the various machines and equipment. In addition to rooftop mechanicals, the Subject Property is equipped with chiller infrastructure, including exterior cooling tower, to service the injection molding equipment within the manufacturing area of the improvements.

The Subject is in good overall condition and assumed to be free from any deferred maintenance that would significantly impact the property's market value or its marketability. No building condition reports were provided to the writer. As such, it is therefore assumed herein, that as of the effective date, all mechanical equipment is in adequate working condition, have been maintained in a professional manner, and that no atypical capital expenditures are required in the foreseeable future.

Property Description / Industrial Features	
Property Type / Subtype	Industrial / Office Warehouse
Tenancy Type	Single-Tenant
Building Size (SF)	82,569
Year Built	1997
Floor Area Ratio	0.58
Site Coverage Ratio	0.44
Clear Height	28 Feet
Dock Doors	3
Grade Doors	4
Rail Doors	No
Cranes	The Building is equipped with multiple bridge cranes of varying capacity

Building Construction	
Foundation	Concrete foundations & footings
Superstructure	Structural steel
Floor Structure	Reinforced concrete structural slabs
Exterior Walls	Pre-cast concrete panels
Windows / Doors	Typical industrial
Roof	Not inspected
Heating / Cooling	Rooftop HVAC (Office & Warehouse)
Lighting	LED
Electrical	600/347V 2,500 Amps
Interior Finishing	Specific to each tenant - typical office/warehouse
Life Safety / Security	Wet sprinkler, detectors, security
Overall Quality	Good
Overall Condition	Good
Design and Functionality	Good
Parking	The Subject property has on-site parking.
Actual Age	29 years
Effective Age	20 years
Economic Life	50 years
Remaining Economic Life	30 years

Valuation

Highest and Best Use

The principle of highest and best use is fundamental to the concept of value in real estate. Highest and best use, in general, may be defined as follows:

"The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value."
(The Appraisal Institute of Canada "Canadian Uniform Standards of Professional Appraisal Practice". 2024 ed., p. 8)

Legal Permissibility

The current use is permitted within the applicable zoning and/or land use bylaw requirements affecting the property. There are no known private or other restrictions negatively impacting use of the property. Therefore, the current use is legally permissible.

Physical Possibility

The site is of a sufficient size, configuration, and topography to accommodate the property's present use as improved in an efficient and functional manner. Therefore, the current use is physically possible.

Financial Feasibility

As improved, the property provides a sufficient return (and/or enduring benefit in the case of an owner/occupied property) that the property as presently improved is considered to be financially feasible.

Maximum Productivity

Of the various legally permissible, physically possible, and financially feasible uses available, the current use represents the maximum productivity of the property.

As Vacant Conclusion

The improvements to the property contribute positively and substantially to the overall value of the property such that the value of the site as though vacant is significantly lower than the value of the property as though improved. As such, a thorough examination of the highest and best use of the property as vacant has not been completed. It is our considered and professional opinion that the highest and best use of the land as though vacant is as a development site for a property similar to that which exists at present.

As Improved Conclusion

Based on the foregoing, the highest and best use of the property is considered to be a continuation of its current use. This opinion of the property's highest and best use forms the basis of our valuation.

Valuation Methodology

Traditionally, there are three accepted methods of valuing real property:

- Cost Approach;
- Direct Comparison Approach; and
- Income Approach.

The selection of a relevant methodology depends upon the nature and characteristics of the real estate under consideration. Please refer to the Appendix for a detailed description of each of the three traditional methods of valuing real property.

Selection of Relevant Methodology

Although the property is currently owner occupied, it is of a type which could also feasibly be purchased by an investor. Accordingly, the Income Approach is deemed applicable, and has been utilized herein. The Overall Income Capitalization technique is used in this analysis, based on its predominant usage by purchasers of properties similar to the Subject. The Discounted Cash Flow technique is not typically relied upon by purchasers of this type of property, and therefore has not been used in this analysis.

The Direct Comparison Approach reflects the actions of prudent purchasers in the valuation of owner occupied properties. Accordingly, the Direct Comparison Approach is deemed applicable, and has been utilized herein.

Knowledgeable buyers and sellers typically do not rely on the Cost Approach for valuing properties similar to the Subject. Accordingly, the Cost Approach has not been utilized herein.

Direct Comparison Approach

The Direct Comparison Approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the Subject Property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.

Given that the Subject Property has been deemed to have potential purchase appeal to owner-users, it is considered appropriate to undertake the Direct Comparison Approach based upon sale transactions pertaining to comparable properties acquired by end users. In this regard, the transactions summarized and analysed in the table on the following page are considered to be suitably comparable to the Subject Property with respect to the characteristics below, and to therefore provide a reasonable and reliable indication of value.

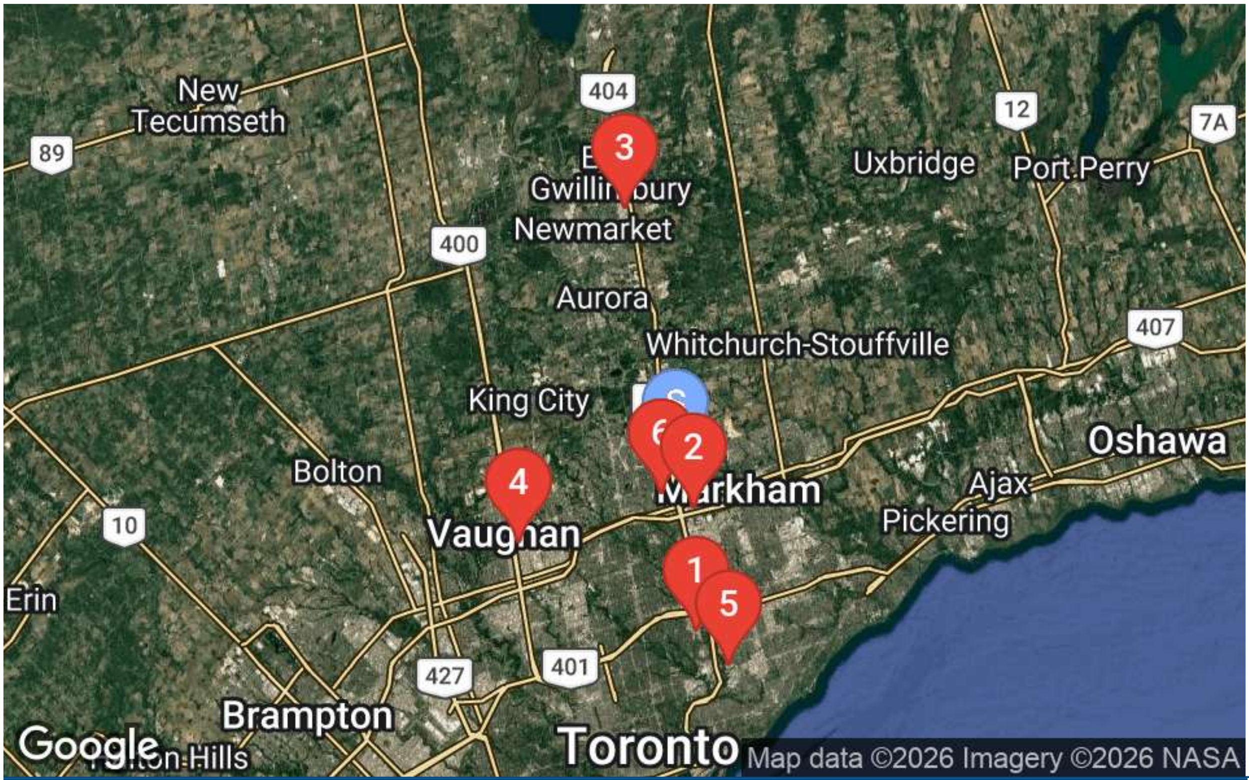
Further details of these transactions can be found in the Appendix section located at the end of this report.

In valuing the property, each of the transactions has been compared to the Subject. The basis for comparison included the consideration of the following:

- Property Rights Conveyed
- Financing Terms
- Conditions of Sale
- Market Conditions (Transaction Date and Status)
- Physical Characteristics
- Economic Characteristics

Industrial Transactions & Analysis

		ADDRESS	PROPERTY TYPE	YEAR BUILT	SALE DATE	SALE PRICE	SALE PRICE PER SF	BUILDING AREA (SF)	CONDITION	LOADING DOCKS	CLEAR HEIGHT (FEET)	SITE AREA (ACRES)	SITE COVERAGE
1		25 Dyas Road, North York, Toronto, ON	Industrial	1959	December 23, 2025	$24,299,999	$325	74,717	Good	4	13-16 Feet	4.13	41.5%
		At the time of sale, the property w as completely vacant. 214 parking stalls. Industrial Space 60%, Office Space 40%. Official Plan designated General Employment Areas and Zoning is EO 1.5 (e1.5; o1.5) (Employment Industrial Office Zone).											
2		25 Bodrington Court, Markham, ON	Industrial	1991	October 29, 2025	$13,000,000	$429	30,317	Good	4	18	1.68	37.2%
		This transaction pertains to the sale of a 30,317 square foot industrial building. The property is situated in the southeast quadrant of Woodbine Avenue and Highw ay 7 in the City of Markham. The property offers 70 paved surface level parking spaces and is serviced by 3 truck-level doors and 1 drive-in level door. Clear height in the building is approximately 18.25 feet. At the time of sale, the property w as completely vacant. Prior to the sale of this transaction, the property w as not listed on MLS.											
3		190 Harry Walker Parkw ay, New market, ON	Industrial	1993	July 7, 2025	$20,999,000	$296	71,057	Good	4	24 - 28	3.004	54.3%
		The industrial property w as originally built in 1990 and expanded in 2001. According to the listing information, the property features a total building area of 71,057 square feet, w hich includes 10,000 square feet of office space spread across tw o stories. The industrial space features a clear height ranging from 24 to 28 feet and is equipped w ith eight cranes, each w ith a load capacity varying from 5 tons to 22 tons. The property w as listed on the MLS on January 7, 2025, for $22,000,000. A purchase and sale agreement w as completed on February 10, 2025, and the transaction w as officially closed on July 7, 2025, for a total of $20,999,000. At the time of the sale, the property w as completely vacant.											
4		946 Edgeley Boulevard, Vaughan, ON	Industrial	1997	May 29, 2025	$18,950,000	$432	43,852	Good	4	21	1.91	48.1%
		This transaction pertains to the sale of a freestanding single-tenant industrial building in Vaughan, Ontario. The property is improved w ith a predominantly one-storey industrial building w ith a small front office portion across tw o floors, and a site coverage of approximately 48%. The improvements feature a maximum clear height of approximately 21 Feet, w ith 2 drive-in doors and 2 truck level doors. The interior of the improvements measure 43,851 SF w ith approximately 8,770 SF of office space. At the time of sale, the property w as completely vacant. According to information available, the property w as on the market for approximately three and a half months at an asking price of $21,999,000.											
5		35 Mobile Drive, Toronto, ON	Industrial	1958	May 28, 2025	$11,450,000	$245	46,718	Good	6	14	2.081	51.5%
		This transaction pertains to the sale of a 46,718 square foot, freestanding industrial building situated on 2.08 acres located in the southeast quadrant of the Don Valley Parkw ay (DVP) and Eglinton Avenue East in the City of Toronto. The property provides functional shipping w ith five truck level doors accommodating 53' trailers and one drive-in door. The building exhibits a low clear height of 14.2 feet. Prior to the sale of this transaction, the property w as originally listed for $14,500,000 and w as on the market for 307 days.											
6		33 West Beaver Creek Road, Richmond Hill, ON	Industrial	1987	May 26, 2025	$39,500,000	$215	183,394	Good	11	24	7.363	52.5%
		This transaction pertains to the sale of a single tenant industrial building exhibiting a total net rentable area of 183,394 square feet, including 29,700 square feet of office space over tw o floors. The building exhibits a clear height of 24 feet, is serviced by 10 truck level doors and 1 drive-in level door. In discussions w ith the brokers involved, the vendor had retained the business but sold the real estate. It should also be noted that this is not a true sale-leaseback and does not represent a market cap rate. It w as advised that there w as a lot of capital expenditure involved w ith the transaction. Prior to the sale of this transaction, the property w as not listed on MLS.											



COMPARABLE KEY

COMP	DISTANCE	ADDRESS	SALE DATE	SALE PRICE	$/SF
Subject		388 Markland Street, Markham, ON	-	-	$385
No. 1	14.3 km	25 Dyas Road, North York, Toronto, ON	12/23/2025	$24,299,999	$325
No. 2	4.0 km	25 Bodrington Court, Markham, ON	10/29/2025	$13,000,000	$429
No. 3	22.1 km	190 Harry Walker Parkway, Newmarket, ON	7/7/2025	$20,999,000	$296
No. 4	15.0 km	946 Edgeley Boulevard, Vaughan, ON	5/29/2025	$18,950,000	$432
No. 5	17.7 km	35 Mobile Drive, Toronto, ON	5/28/2025	$11,450,000	$245
No. 6	2.8 km	33 West Beaver Creek Road, Richmond Hill, ON	5/26/2025	$39,500,000	$215

Analysis

In completing the Direct Comparison Approach, we have selected 6 transactions which were considered to be reasonably similar to the Subject Property. The selected transactions pertain to activity that occurred between May 2025 and December 2025. The properties vary in size from 30,317 square feet to 183,394 square feet. These transactions represent capital investments that range from a low $11,450,000 to a high of $39,500,000. The unit prices per square foot indicated by these transactions vary from a low of $215 to a high of $432.

In considering the value of the Subject Property was have considered the following key attributes.

- The Subject Property is a 82,569 SF industrial building located on a 3.27 acre site at 388 Markland Street, Markham, Ontario. The building represents good quality construction and was in good condition as of the effective date of the report.
- The Subject Property exhibits above market levels of office space, which limits the potential pool of purchasers and tenants. Discussions with market participants indicates that 5%-10% office is considered to be the market standard, above that exceeds typical tenants/users office requirements.
- The Subject Property is located within an established industrial node, within the Town of Markham, with easy access to Highway 404.

Comparable Transaction No. 1 located at 25 Dyas Road, North York, Toronto, ON transacted on December 23, 2025 for $325 per square foot. In terms of location, this index would be considered similar to the Subject; thus, no adjustment is warranted for location. The comparable offered a inferior age / condition relative to the subject thus an upward adjustment is applied. The index is of similar size compared to the Subject therefore no adjustment is required. This index is considered to be similar to the Subject in terms of site coverage therefore no adjustment is required. The clear height of the comparable was deemed to be inferior to the subject, we have thus applied an upward adjustment. An upward adjustment is required to account for the inferior shipping facility of the comparable. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot higher than $325 indicated by this sale.

Comparable Transaction No. 2 located at 25 Bodrington Court, Markham, ON transacted on October 29, 2025 for $429 per square foot. In terms of location, this index would be considered similar to the Subject; thus, no adjustment is warranted for location. This index is considered to be similar to the Subject in terms of age and condition therefore no adjustment is required. This property is smaller than the subject property, thus an downward adjustment is applied. Relative to the subject, the site coverage was considered to be superior to the subject thus a downward adjustment was applied. The clear height of the comparable was deemed to be inferior to the subject, we have thus applied an upward adjustment. This index is considered to be similar to the Subject in terms of shipping facility therefore no adjustment is required. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot lower than $429 indicated by this sale.

Comparable Transaction No. 3 located at 190 Harry Walker Parkway, Newmarket, ON transacted on July 7, 2025 for $296 per square foot. An upward adjustment is appropriate to account for the inferior location of the comparable. The comparable required an upward adjustment to account for its inferior age / condition. The index is of similar size compared to the Subject therefore no adjustment is required. This index is considered to be similar to the Subject in terms of site coverage therefore no adjustment is required. This index is considered to be similar to the Subject in terms of clear height therefore no adjustment is required.

An upward adjustment is required to account for the inferior shipping facility of the comparable. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot higher than $296 indicated by this sale.

Comparable Transaction No. 4 located at 946 Edgeley Boulevard, Vaughan, ON transacted on May 29, 2025 for $432 per square foot. In terms of location, this index would be considered similar to the Subject; thus, no adjustment is warranted for location. This index is considered to be similar to the Subject in terms of age and condition therefore no adjustment is required. This property demonstrated a smaller square footage than the subject, thus a downward adjustment has been applied to account for diminishing returns to scale. This index is considered to be similar to the Subject in terms of site coverage therefore no adjustment is required. The clear height of the comparable was deemed to be inferior to the subject, we have thus applied an upward adjustment. This index is considered to be similar to the Subject in terms of shipping facility therefore no adjustment is required. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot lower than $432 indicated by this sale.

Comparable Transaction No. 5 located at 35 Mobile Drive, Toronto, ON transacted on May 28, 2025 for $245 per square foot. In terms of location, this index would be considered similar to the Subject; thus, no adjustment is warranted for location. Relative to the subject, the comparable had an inferior age / condition, thus an upward adjustment was applied. The sale price per square foot required a downward adjustment to account for its smaller size relative to the subject. This index is considered to be similar to the Subject in terms of site coverage therefore no adjustment is required. The clear height of the comparable was deemed to be inferior to the subject, we have thus applied an upward adjustment. This index is considered to be similar to the Subject in terms of shipping facility therefore no adjustment is required. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot higher than $245 indicated by this sale.

Comparable Transaction No. 6 located at 33 West Beaver Creek Road, Richmond Hill, ON transacted on May 26, 2025 for $215 per square foot. In terms of location, this index would be considered similar to the Subject; thus, no adjustment is warranted for location. The comparable offered a inferior age / condition relative to the subject thus an upward adjustment is applied. The comparable is notably larger than the subject, thus an upward adjustment is required to account for diminishing returns to scale. This index is considered to be similar to the Subject in terms of site coverage therefore no adjustment is required. The clear height of the comparable was deemed to be inferior to the subject, we have thus applied an upward adjustment. An upward adjustment is required to account for the inferior shipping facility of the comparable. In terms of market conditions, no adjustment is considered warranted given the market has remained stable. Overall, the Subject property should achieve a sales price per square foot higher than $215 indicated by this sale.

As noted above, indices No.2 and No.4 were adjusted downward and indices No.1, No.3, No.5, and No.6 were adjusted upward. In consideration of the sale indices reviewed and the accompanying analysis, we are of the professional opinion that an appropriate stabilized unit value range for the Subject Property would be between $380 per square foot and $390 per square foot.

Applying the concluded values per square foot we establish the following estimate of value via the Direct Comparison Approach:

VALUE MATRIX - DIRECT COMPARISON

SIZE	$/SF	VALUE(1)
82,569 SF	$380	$31,400,000
82,569 SF	$385	$31,800,000
82,569 SF	$390	$32,200,000

(1) Round to nearest $100,000

Summary

Selecting the mid-point of the matrix, the Direct Comparison Approach indicates an estimated value of **$31,800,000** (rounded) as of the effective date of this valuation.

The above value estimate is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section, beginning on Page 9 herein.

Income Approach

The Subject Property appeals as an owner user property, though may also appeal to a potential investor if leased. The Income Approach is an appropriate secondary valuation method for the Subject Property as some purchasers may considered it on the basis of its ability to produce income.

The Income Approach is based on the premise that properties are purchased for their income producing potential. It considers both the annual return on the invested principal and the return of the invested principal. This valuation technique entails careful consideration of contract rents currently in place, projected market rents, other income sources, vacancy allowances, and projected expenses associated with the efficient operation and management of the property. The relationship of these income estimates to property value, either as a single stream or a series of projected streams, is the essence of the income approach. The two fundamental techniques utilized within the Income Approach include the Overall Income Capitalization and Discounted Cash Flow Techniques. The Overall Income Capitalization method has been used in this analysis.

Overall Income Capitalization

The Overall Income Capitalization Technique analyzes the relationship of current projected stabilized net operating income to total property value. The stabilized net operating income is capitalized at a rate that implicitly considers expected growth in cash flow and growth in property value over a buyer’s investment horizon. The implied value may be adjusted to account for non-stabilized conditions or required capital expenditures to reflect an as is value.

Tenancy Summary and Leasing Profile

Area Measurement

The total Gross Leasable Area of the Subject Property, based on information provided by Municipal Property Assessment Corporation (MPAC), is approximately 82,569 square feet.

Occupancy

The Subject Property is currently owner occupied with no lease in place. Given this, in order to facilitate the income approach, we have assumed the unit is fully occupied by a single tenant.

Tenant Profile

For purposes of this report, the tenant is assumed to offer a strong covenant and has been fully vetted for potential non-payment of rent.

Leasing Practice/Status

The lease is assumed to be for a standard five year (60 month) term. The premises are leased on a fully net basis, with the landlord able to fully recover all realty taxes and operating expenses.

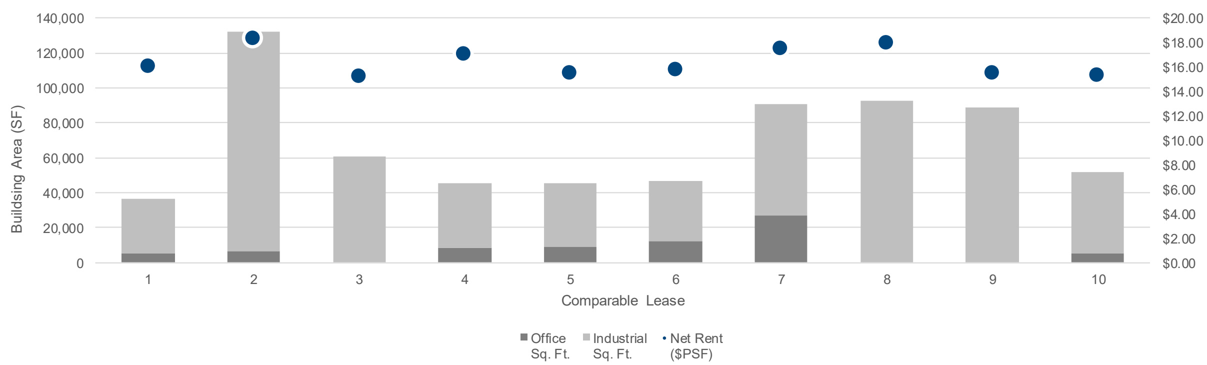
Market Lease Survey

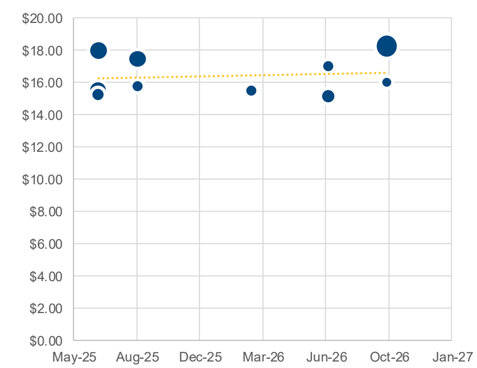
In order to establish an appropriate market rental rate to apply to the subject, a lease survey has been conducted. The results of this survey are summarized following.

Market Rent Survey

Industrial Lease Transactions

Property Information						Comparable Unit Area (Sq. Ft)			Improvement Characteristics				Lease Terms			
Index	Address	City	Building Area (SF)	Built Year	Suite #	Office Sq. Ft.	Industrial Sq. Ft.	Total Sq. Ft.	Loading Docks	Drive-In (Grade) Doors	Total Doors	Clear Height (Ft.)	Lease Start Date	Recoveries	Term (Mos.)	Net Rent ($PSF)
1	250 Sparks Avenue	Toronto	36,570	-	-	5,026	31,544	**36,570**	4	0	**4**	15.00	1-Oct-26	Net	60	$16.00
2	112 East Beaver Creek Road	Richmond Hill	132,132	2025	-	6,607	125,523	**132,130**	26	1	**27**	36.00	1-Oct-26	Net	84	$18.25
3	221 Racco Parkw ay	Vaughan	60,530	2004	A	-	60,530	**60,530**	4	1	**5**	28.00	1-Jul-26	Net	60	$15.15
4	50 Dynamic Drive	Toronto	45,639	1982	-	8,215	37,424	**45,639**	7	0	**7**	18.00	1-Jul-26	Net	120	$17.00
5	8810 Jane Street	Vaughan	45,292	2004	-	9,058	36,234	**45,292**	4	2	**6**	22.00	1-Mar-26	Net	60	$15.50
6	100 Ortona Court	Vaughan	46,760	2006	-	12,200	34,560	**46,760**	5	0	**5**	26.00	1-Sep-25	Net	60	$15.75
7	635 Westburne Drive	Vaughan	89,849	1992	-	26,931	63,458	**90,389**	11	6	**17**	24.00	1-Sep-25	Net	84	$17.45
8	2720 Steeles Avenue West	Vaughan	92,513	-	-	-	92,513	**92,513**	12	4	**16**	20.00	1-Jul-25	Net	60	$17.95
9	719 Tapscott Road	Toronto	88,733	1999	-	-	88,733	**88,733**	6	1	**7**	28.00	1-Jul-25	Net	60	$15.50
10	565 Canarctic Drive	Toronto	51,901	-	-	5,031	46,870	**51,901**	3	1	**4**	18.00	1-Jul-25	Net	84	$15.25
Min			**36,570**			**5,026**	**31,544**	**36,570**	**3**	**0**	**4**	**15.00**				**$15.15**
Max			**132,132**			**26,931**	**125,523**	**132,130**	**26**	**6**	**27**	**36.00**				**$18.25**
Median			**56,216**			**8,215**	**53,700**	**56,216**	**6**	**1**	**7**	**23.00**				**$15.88**
Average			**68,992**			**10,438**	**61,739**	**69,046**	**8**	**2**	**10**	**23.50**				**$16.38**





Subject Property
388 Markland St
Comparable Property
1 250 Sparks Avenue
2 112 East Beaver Creek Road
3 221 Racco Parkway
4 50 Dynamic Drive
5 8810 Jane Street
6 100 Ortona Court
7 635 Westburne Drive
8 2720 Steeles Avenue West
9 719 Tapscott Road
10 565 Canarctic Drive
Industrial Submarkets
Richmond Hill
Markham East
Vaughan
Markham West
Scarborough West
Willowdale
Scarborough
North York
Downsview
2 km

Market Rent Analysis

The Subject Property is an owner user industrial property located at 388 Markland Street in the City of Markham. Industrial rental rates are heavily influenced by numerous factors including but not limited to building size, location, site coverage, ceiling heights, loading doors and percentage of office finish. Certain building attributes may be in high demand in one location but not in demand at all in others. Many users place significant value on ceiling heights and truck level loading doors, though others would place more emphasis on low site coverage such that they can use the site for parking and storage. Further, proximity to major transportation routes generally has a positive impact on the achievable rental rate.

The included rental comparables demonstrates a range in net rental rates from $15.15/SF to $18.25/SF and ranged in size from 36,570 SF to 132,130 SF. The comparables are considered to be reasonably similar to the Subject Property and demonstrate a range in rental rates for which the Subject Property would be expected to achieve. Further, in addition to the above noted rental survey we have spoken with brokers active in this market as well as reviewed internal files for previously concluded market rental rates. In conclusion, a market rental rate of $17.50 per square foot was selected as reasonable for the Subject Property given its various attributes.

Revenue Analysis

Projected Base Rent

Assuming that the building is fully occupied for a five year term with a net rental rate of $17.50 per square foot, base rental revenue is projected to be $1,444,958 in Year One.

Recovery Revenue

The leasing within the Subject Property is assumed to be on a semi-gross basis. Year One Recovery Revenue has been estimated on a stabilized basis at $409,538 or $4.96 per square foot.

Total Potential Gross Income

Adding all the sources of revenue described above results in a stabilized Year One Potential Gross Income forecast of $1,854,496.

General Vacancy

A vacancy allowance is not intended to reflect the actual vacancy at the date of valuation; rather it is a provision to account for the potential of lost rent and/or recoveries on a stabilized basis over the longer term holding of the asset. Given that the subject unit is assumed to be fully leased over a five year term we have elected to apply a stabilized vacancy allowance of 0.00% within our income and expense analyses. Our vacancy provision is based on a review of market data of typical occupancy rates for similar style buildings in the subject market. We furthermore have referenced internal files of previous appraisals completed in the subject market to confirm reasonable vacancy allowances.

In Year One, the projected general vacancy allowance amounts to $0.

Effective Gross Income

Deducting the Vacancy Allowance above from the Potential Gross Income forecast results in a Year One Effective Gross Income estimate of $1,854,496.

Expense Analysis

Operating Expense Summary

Operating expenses have been projected based on an available operating cost information pertaining to the Subject as well as in house data on typical operating costs for a building of this size and style.

Contingency/Structural Allowance

In addition to operating expenses, investors typically include an allowance for structural repairs or other non-recoverable expenses for the purpose of valuation. In this respect, a Contingency Allowance equal to 1.00% of the Effective Gross Income has been deducted within our Pro Forma Income Projection. In Year One this allowance has been forecast at $18,545.

Total Expenses

We have projected the operating costs at $5.18 per square foot inclusive of property taxes. The noted operating costs are considered reasonable based on a review of internal files of actual operating costs for other similar type buildings. Our total estimated operating expenses equates to $428,083 per annum.

Net Operating Income

Based on the foregoing, Year One Net Operating Income is projected at $1,426,413.

Pro Forma Income Statement

Based on the foregoing, a Pro Forma Income Statement for the Subject Property is presented below.

PRO FORMA INCOME STATEMENT				
Base Rental Revenue			$17.50	$1,444,958
Recoveries			$4.96	$409,538
POTENTIAL GROSS INCOME			**$22.46**	**$1,854,496**
Less: Vacancy / Collection Loss Allowance[1] @	0.00%		$0.00	$0
EFFECTIVE GROSS INCOME			**$22.46**	**$1,854,496**
EXPENSES				**TOTAL**
Utilities			($0.35)	($28,899)
Repairs/Maintenance			($1.00)	($82,569)
Insurance			($0.35)	($28,899)
Administration/Management	5.00%	EGI	($1.12)	($92,725)
Real Estate Taxes			($2.14)	($176,446)
Contingency / Structural Allowance @	1.00%	EGI	($0.22)	($18,545)
TOTAL EXPENSES			**($5.18)**	**($428,083)**
NET OPERATING INCOME			**$17.28**	**$1,426,413**

(1) Less excluded tenants where applicable.

Investment Analysis

Market Analysis – Industrial

Source: Bank of Canada, Altus ITS, Statistics Canada

	Overnight Rate	OCR	IRR	5 Yr. Bond Yield	YoY CPI %
February 02, 2026	**2.25%**	**5.60%**	**6.90%**	**2.94%**	**2.40%**
February 03, 2025	**3.00%**	**5.60%**	**7.00%**	**2.62%**	**2.60%**
YoY Variance	*-25.0%*	*0.0%*	*-1.4%*	*12.2%*	*-7.7%*

Note: The CPI Rate reflected above represents the rate as of December, 2025

Note: OCR and IRR are reflective as of Q4 2025

On January 28, 2026, the Bank of Canada held its target for the overnight lending rate at 2.25%, with the bank rate at 2.5% and the deposit rate at 2.20%. The outlook for the global and Canadian economies has seen some changes; however, US trade policies and geopolitical risks continue to be at risk.

- **United States:** Economic growth in the United States continues to exceed expectations and is projected to remain robust, underpinned by consumer spending and capital investment in artificial intelligence. While tariffs are currently exerting upward inflation pressure, this impact is anticipated to moderate throughout 2026.
- **Europe:** Economic expansion in Europe is currently sustained by the service sector and is expected to receive further stimulus from expansionary fiscal policies.
- **China:** GDP growth in China is forecasted to decelerate gradually, as softening domestic demand offsets the relative strength of the export market.
- **Global Outlook:** Collectively, the Bank of Canada projects global economic growth to average approximately 3% over the forecast horizon.

U.S. trade restrictions and policy uncertainty continue to impede Canadian economic growth. Following a robust third quarter, fourth-quarter GDP growth is estimated to have stalled. While domestic demand is strengthening and recent employment figures have improved, the unemployment rate remains elevated at 6.8%, and business hiring intentions remain subdued.

Economic growth is projected to be modest in the near term, reflecting decelerating population growth and ongoing adjustments to U.S. protectionism. Consumer spending is expected to remain resilient and business investment is forecasted to strengthen gradually, bolstered by fiscal policy. The Bank of Canada projects GDP growth of 1.1% in 2026 and 1.5% in 2027. A primary risk factor to this outlook is the upcoming review of the Canada-United States-Mexico Agreement (CUSMA).

The Consumer Price Index (CPI) is an indicator of changes in consumer prices experienced by Canadians. It is obtained by comparing, over time, the cost of a fixed basket of goods and services purchased by consumers. The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate of inflation. Since the purchasing power of money is affected by changes in prices, the CPI is useful to virtually all Canadians.

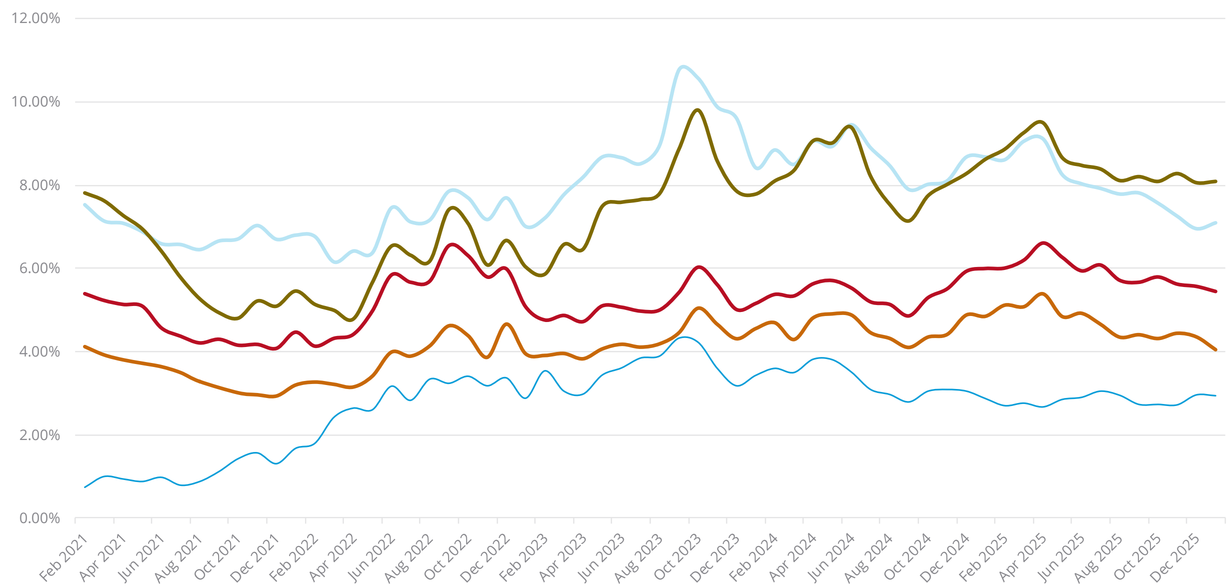
In December 2025, the Consumer Price Index (CPI) recorded a year-over-year increase of 2.4%, up from the 2.2% growth observed in November. On a month-over-month basis, the CPI declined 0.2% in December; however, on a seasonally adjusted basis, the index rose by 0.3%. This year-over-year acceleration was largely attributable to a "base-year effect" stemming from the temporary GST/HST relief measures implemented on December 14, 2024. As the lower price levels from the previous year’s tax holiday fell out of the 12-month calculation, it created upward pressure on current headline inflation figures.

As of Q4 2025, the Greater Toronto Area (GTA) industrial market has exhibited signs of increased activity. While rising net absorption and a robust pipeline of new supply are positive indicators, the slight uptick in the availability rate—coupled with a continued decline in average asking rental rates—suggests the market is still in a period of stabilization.

Net absorption surged to over 4.1 million square feet, with third-party logistics (3PL) providers serving as the primary driver of leasing momentum. The quarter saw over 20 transactions exceeding 100,000 square feet, marking the highest quarterly absorption volume since Q4 2022. This performance increased the 2025 quarterly average to 1.8 million square feet, surpassing the annual averages of both 2023 and 2024. Although new supply and positive absorption typically correlate, this quarter’s absorption was notably balanced between existing inventory and newly delivered product.

Investment Alternatives – Industrial

Following are current investment yields with respect to various alternative investments.



	5 Year Bond Yield	Pro REIT	Dream Industrial	Nexus[1]	Granite
Jan 2026	**2.94%**	7.10%	5.44%	8.08%	4.04%
Jan 2025	**2.87%**	8.69%	5.99%	8.62%	4.84%
Jan 2024	**3.43%**	8.43%	5.15%	7.78%	4.54%
YoY Variance	*2.44%*	*-18.22%*	*-9.18%*	*-6.23%*	*-16.43%*

The chart presented above provides a comprehensive overview of the Bank of Canada 5-Year bond yield. As of January 2026, the rate has experienced a year-over-year increase of 2.44% from 2.87% in January 2025 to 2.94% in January 2026.

Recent macroeconomic shifts have enhanced the borrowing capacity of Real Estate Investment Trusts (REITs). Lower interest rates generally correlate with appreciating property values and reduced debt-servicing costs. Furthermore, as interest rates decline, REIT dividend yields become increasingly attractive relative to fixed-income securities, broadening their appeal to income-seeking investors. Over the past year, the Bank of Canada's overnight lending rate and government bond yields have largely stabilized; however, the industrial sector has continued to record heightened market activity and inventory expansion.

High-quality industrial assets situated along major logistics corridors remain in high demand. This sustained investor appetite led to a notable increase in industrial REIT share prices over the last twelve months, which conversely resulted in compressed dividend yields.

It is important to note that ongoing trade tensions continue to impact the broader economy and remain a primary concern for the real estate sector. The industrial market appears most susceptible to these disruptions, as export-dependent industries, including automotive, chemicals, agriculture, and natural resources—require significantly higher ratios of warehouse and distribution space compared to the office or retail sectors. While the market has absorbed the initial volatility of these trade policies, the long-term structural impacts on supply chains have yet to be fully realized.

Investment Parameters

Following are the results of the most recent commercial real estate return surveys, as expressed by overall capitalization rates and discount rates.

Q3 2025 INVESTMENT PARAMETERS - TORONTO		
Investment Type	**Overall Capitalization Rates**	**Discount Rates**
Industrial		
Class 'A'	5.50% - 6.50%	6.00% - 9.00%
Class 'B'	5.75% - 6.75%	6.00% - 8.00%
Downtown Office		
Class 'A'	6.00% - 7.00%	6.30% - 7.50%
Class 'B'	6.25% - 7.50%	7.50% - 10.00%*
Suburban Office		
Class 'A'	6.50% - 8.00%	7.00% - 10.00%*
Class 'B'	7.50% - 9.00%	7.40% - 10.00%*
Retail		
Regional/Power	5.50% - 6.75%	5.10% - 7.50%
Grocery/Community	5.50% - 6.50%	7.50% - 9.00%*
Neighbourhood/Strip	5.50% - 6.50%	5.50% - 8.00%*
Multi-Residential		
High-Rise	4.00% - 4.75%	
Low-Rise	4.00% - 4.75%	

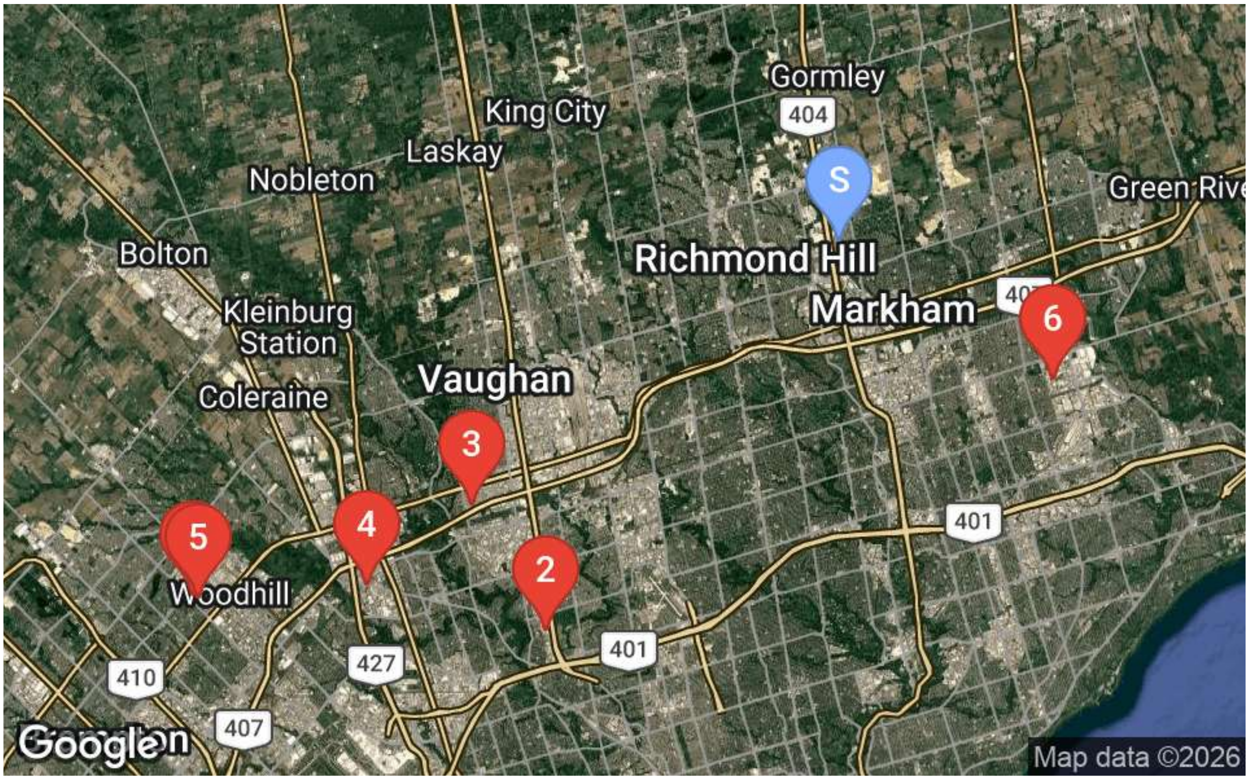
** These IRR's are not updated every quarter. Figures shown are the most recent, but not necessarily current.*
Source: Colliers International Realty Advisors (OCR), Altus InSite (IRR)

Comparable Transactions

The task of determining an appropriate overall capitalization rate is best served through an analysis of current market activity. Generally, properties like the Subject are owner occupied thus there is a reduced level of available data with regard to sales of similar buildings which were sold with a tenant in place for which a capitalization rate could be established. Given this, we have selected several sales of investment properties with somewhat similar attributes to the Subject. The following sales demonstrate a reasonable range in capitalization rates for which the Subject Property would be expected to achieve if it were sold with a tenant in place as per our projections. The sales are not intended to support the value of the Subject Property on a per square foot basis, but only provide an indication of typical return expectations for commercial investment properties in the subject market. The following sales provide a reasonable range for which the Subject Property would be expected to fall:

Industrial Investment Transactions & Analysis

	Transaction One	Transaction Two	Transaction Three	Transaction Four	Transaction Five	Transaction Six
						
Property Type	Industrial	Industrial	Industrial	Industrial	Industrial	Industrial
Address	5 Precidio Court Brampton, ON	700 Clayson Road Toronto, ON	710 Rowntree Dairy Road Vaughan, ON	400 Humberline Drive Toronto, ON	50 Precidio Court Brampton, ON	71 Maybrook Drive Toronto, ON
Sale Date	12/11/2025	9/4/2025	8/5/2025	7/9/2025	4/15/2025	3/28/2025
Transaction Price	$52,000,000	$134,500,000	$22,900,000	$22,337,480	$44,550,000	$36,750,000
Transaction Price Per SF	$256	$293	$353	$221	$319	$270
Analysis Price	$58,700,000	$134,800,000	$22,900,000	$22,337,480	$44,525,000	$36,750,000
Analysis Price Per SF	$289	$294	$353	$221	$319	$270
Site (Ac)	10.11	20.95	2.67	4.88	7.00	7.21
Size (SF)	202,810	458,512	64,937	101,134	139,759	136,340
Clear Height (Ft)	30	32	22	25	24	18 - 60
Site Coverage Ratio	43.30%	50.23%	55.83%	42.55%	45.83%	43.43%
Year Built	2001	2007	1989	1977	1999 & 2000	1979/1987
Cap Rate	5.98%	6.33%	5.30%	7.40%	5.62%	6.42%
Overall Comparability	Sli. Inferior	Inferior	Superior	Inferior	Similar	Inferior



Capitalization rates tend to vary between properties depending to some extent on such factors as location, size and type of development, quality and condition of improvements, and amenities provided. Combining all of these features with considerations of leasing history and trends, strength of tenancy and income security, the overall capitalization rate tends generally to reflect the perceived quality and durability of the property's income earning capacity.

Properties with a strong rental history and stable tenancy with the perceived potential for increases in revenues tend to trade at comparatively low overall capitalization rates as compared to properties which have a history of vacancy, poor tenant covenants, physical and/or locational challenges, or other forms of perceived instability.

The included sales demonstrate a reasonable range in capitalization rates for which the Subject Property would be expected to achieve if it were sold with a tenant in place as per our projections. The sales are not intended to support the value of the Subject Property on a per square foot basis, but only provide an indication of typical return expectations for commercial investment properties in the subject market.

The included sales occurred between March 2025 and December 2025 and represent total investments ranging from $22,337,480 to $134,500,000. The overall capitalization rates of these sales range from a low of 5.30% to a high of 7.40%. These transactions vary in terms of investment characteristics, size, quality and condition of improvements but are considered to provide a reasonable range from which to conclude a capitalization rate for the Subject Property. In determining a capitalization rate, we have considered the quality of improvements, their location and the assumed income stability and durability provided by a good quality tenant (assumed). We have also considered that in case of vacancy, there would be limited risk to the investor since the property could be sold for a similar value as though it was fully leased. All things considered, a capitalization near the low end of the demonstrated range is considered applicable to the Subject.

Overall Income Capitalization

On the basis of our Revenue and Expense Analysis, the Stabilized Net Operating Income for the forthcoming 12 months has previously been projected in the amount of $1,426,413.

Taking into consideration the investment characteristics of the property including its location, size, building quality and security of income, and as measured against the back-drop of the current investment climate for properties such as the Subject, it is our opinion that an overall capitalization rate in the range between 5.50% and 6.00% would be appropriate. Applying such rates to the projected Year One net operating income results in the following estimated value range, adjusted for holding and lease up costs and capital expenses, if required.

VALUE MATRIX - DIRECT OVERALL CAPITALIZATION		
OCR	STABILIZED NOI	VALUE(1)
5.50%	$1,426,413	$25,950,000
5.75%	$1,426,413	$24,800,000
6.00%	$1,426,413	$23,750,000

(1) Rounded to nearest $50,000

Adjustments to Value

In the instance of the Subject Property, no adjustments to value are required.

Summary

Selecting the mid-point of the range, the foregoing analysis indicates an estimated value by way of Overall Income Capitalization of **$24,800,000** (rounded) as of the effective date of this valuation.

The above value estimate is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section, beginning on Page 9 herein.

Reconciliation and Final Estimate of Value

The Subject Property is a 82,569 SF industrial building located on a 3.27 acre site at 388 Markland Street, Markham, Ontario. The building represents good quality construction and was in good condition as of the effective date of the report. The approaches used in this valuation provide the following values:

VALUATION SUMMARY	
VALUATION INDICES	**CURRENT MARKET VALUE AS-IS**
INTEREST APPRAISED	**FEE SIMPLE**
DATE OF VALUE	**FEBRUARY 26, 2026**
DIRECT COMPARISON APPROACH	
Direct Comparison	**$31,800,000**
Direct Comparison $/SF	$385/SF
INCOME APPROACH	
Overall Income Capitalization	**$24,800,000**
Overall Income Capitalization $/SF	$300/SF
NOI	$1,426,413
NOI $/SF	$17.28/SF
Capitalization Rate	5.75%
FINAL VALUE CONCLUSION	
FINAL VALUE	**$31,800,000**
$/SF	$385/SF
Implied Capitalization Rate	4.49%

As the subject property appeals as an owner user property, our primary approach to value was the Direct Comparison Approach. The Direct Comparison Approach is the approach typically utilized by purchasers of owner user assets in the subject market thus has been relied upon as our primary approach to value.

The Income Approach was also included within our analysis. Though the subject property appeals primarily as an owner user asset it could also be leased to a tenant and sold to an investor thus the inclusion of the Income Approach is considered reasonable. The Income Approach considers the property based on its ability to generate income and was completed as a secondary approach.

Based on the foregoing, and with most weight applied to the Direct Comparison Approach it is our opinion that the current market value as is of the fee simple interest in the property, subject to the assumptions set forth, and as at February 26, 2026, was:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	**Fee Simple**	**February 26, 2026**	**$31,800,000**

This appraisal has been prepared under the assumption that current economic conditions, including the effects of ongoing and potential future U.S. tariffs on domestic and international trade, do not materially and adversely affect the subject property beyond what is reflected in current market data as of the effective date of valuation. However, due to the inherent unpredictability of future policy changes, market reactions, and supply chain disruptions that may result from tariff-related developments, there exists a degree of economic uncertainty that could impact property values in ways not presently measurable or foreseeable.

This condition represents a material factor affecting market dynamics that lies outside the appraiser's control and cannot be fully quantified or reliably predicted using standard appraisal methodology. Consequently, the value conclusion expressed herein is based on market conditions known as of the effective date and does not reflect unforeseen future impacts that may arise from changes in tariff policies or their broader economic consequences.

The above value estimate is based on an exposure period of 9 to 12 months, assuming the basis of a transaction involving cash to the vendor, and is in conjunction with the Assumptions and Limiting Conditions stated within this appraisal. Of particular note are the Extraordinary Limiting Conditions and Extraordinary Assumptions outlined within the Terms of Reference section, beginning on Page 9 herein.

Certification

Single-Tenant Industrial
388 Markland Street, Markham, Ontario L6C 1Z6
(See Property Data Section for Legal Description)

We, the undersigned appraisers, certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported Assumptions and Limiting conditions, and are our impartial and unbiased professional analyses, opinions and conclusions;
- We have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment;
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- We have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
- Professional assistance was provided by Jovy Yung, AACI, P.App, which included gathering, analyzing and reporting regional and local area information;
- As of the date of this report the undersigned have fulfilled the requirements of The Appraisal Institute of Canada's Continuing Professional Development Program;
- We are members in good standing of the Appraisal Institute of Canada;
- We are licensed to practice in the Province of **Ontario**.

Information pertaining to inspection of the subject property is as follows:

SUBJECT PROPERTY INSPECTION

APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Rob Purdy, AACI, P.App, MRICS	Yes	Interior/Exterior	March 20, 2025
Ashil Patel, AACI, P.App	No	-	-
Jovy Yung, AACI, P.App	Yes	Interior/Exterior	March 26, 2026

Final Estimate of Value

Based upon the data, analyses and conclusions contained herein, the current market value as is of the Fee Simple interest in the property described herein, as at February 26, 2026, is estimated to be as follows:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Current Market Value As-Is	**Fee Simple**	**February 26, 2026**	**$31,800,000**

The above value estimate is based on an exposure period of 9 to 12 months, assuming the basis of a transaction involving cash to the vendor, and is subject to the Extraordinary Assumptions, Hypothetical Conditions and Extraordinary Limiting Conditions as detailed within the Terms of Reference section of this report, in addition to the Assumptions, Limiting Conditions, Disclaimers and Limitations of Liability contained in the Addenda. Any alterations to either the information provided or the assumptions in this report may have a material impact on the value contained herein.

Appraiser

Rob Purdy, AACI, P.App, MRICS
Date: February 26, 2026
AIC Membership No. 906382

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

Co-Signing Appraiser

Ashil Patel, AACI, P.App
Date: February 26, 2026
AIC Membership No. 915891

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

Appendices

Appendix A

Assumptions, Limiting Conditions, Disclaimers and Limitations of Liability

Assumptions, Limiting Conditions, Disclaimers and Limitations of Liability

The certification that appears in this report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice (“CUSPAP”) and the following conditions:

1) This report is prepared only for the authorized client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
2) Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
3) The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property’s owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
4) Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
5) No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.

6) This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.

7) Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

8) The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.

9) The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.

10) The term “inspection” refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.

11) The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply

compliance with any building code requirements as this is beyond the professional expertise of the author.

12) The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.

13) The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the authorized use.

14) This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

15) If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.

16) This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright.

17) Where the authorized use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

Appendix B

Definitions

Definitions

Property Interests

Fee Simple	•	Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.
Leased Fee Interest	•	The ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires.
Leasehold Interest	•	The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

General Definitions

Adjusted or Stabilized Overall Capitalization Rate is usually derived from transactions with excessive vacancy levels or contract rents over/under market levels. In such cases, net operating income is "normalized" to market levels and the price adjusted to reflect expected costs required to achieve the projected net operating income.

The Cost Approach to value is based upon the economic principle of substitution, which holds that the value of a property should not be more than the amount by which one can obtain, by purchase of a site and construction of a building without undue delay, a property of equal desirability and utility.

Direct or Overall Capitalization refers to the process of converting a single year's income with a rate or factor into an indication of value.

The Direct Comparison Approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the Subject Property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.

Discount Rate is a yield rate used to convert future payments or receipts into a present value.

Discounted Cash Flow Technique offers an opportunity to account for the anticipated growth or decline in income over the term of a prescribed holding period. More particularly, the value of the property is equivalent to the discounted value of future benefits. These benefits represent the annual cash flows (positive or negative) over a given period of time, plus the net proceeds from the hypothetical sale at the end of the investment horizon.

Two rates must be selected for an application of the DCF process:

- the internal rate of return or discount rate used to discount the projected receivables;
- an overall capitalization rate used in estimating reversionary value of the asset.

The selection of the discount rate or the internal rate of return is based on comparing the Subject Property to other real estate opportunities as well as other forms of investments. Some of the more common bench marks in the selection of the discount rate are the current yields on long term bonds and mortgage interest rates.

Effective Date - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada defines "Effective Date)" (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2024 ed. Page 6) as:

> ***"The date at which the analyses, opinions, and conclusions in an Assignment apply. The Effective Date may be different from the Inspection date and/or the Report date."***

Exposure Time - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada defines "Exposure Time" (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2024 ed. Page 6) as:

> ***"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. Exposure time is backward-looking."***

Fair Value (International Financial Reporting Standards) – IFRS 13 defines "Fair Value" as:

> ***"The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date."***

Highest and Best Use - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada defines "Highest and Best Use" (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2024 ed. Page 8) as:

> ***"The reasonably probable use of Real Property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value."***

The Income Approach to value is utilized to estimate real estate value of income-producing or investment properties.

Internal Rate of Return is the yield rate that is earned or expected over the period of ownership. It applies to all expected benefits including the proceeds of sale at the end of the holding period. The IRR is the Rate of Discount that makes the net present value of an investment equal zero.

Market Value - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada defines "Market Value" (The Appraisal of Real Estate, Fourth Canadian Edition, ed. Dybvig, (University of British Columbia, Real Estate Division, 2023), p. 6.1-.4) as:

> ***"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."***

Marketing Time - The Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada defines "Marketing Time" (The Appraisal Institute of Canada, Canadian Uniform Standards of Professional Appraisal Practice, 2024 ed. Page 10) as:

> ***"Marketing Time is an opinion on the amount of time it might take to sell a property interest in Real Estate at the concluded estimate of Market Value during the period immediately after the Effective Date of an appraisal. Marketing Time is forward-looking and predictive."***

Net Operating Income is the actual or anticipated net income remaining after all operating expenses are deducted from effective gross income before debt service and depreciation. Net Operating Income is usually calculated for the current fiscal year or the forthcoming year.

Overall Capitalization Rate is an income rate that reflects the relationship between a single year's net operating income expectancy and the total property price. The Overall Capitalization Rate converts net operating income into an indication of a property's overall value.

A Yield Rate is applied to a series of individual incomes to obtain a present value of each.

Appendix C

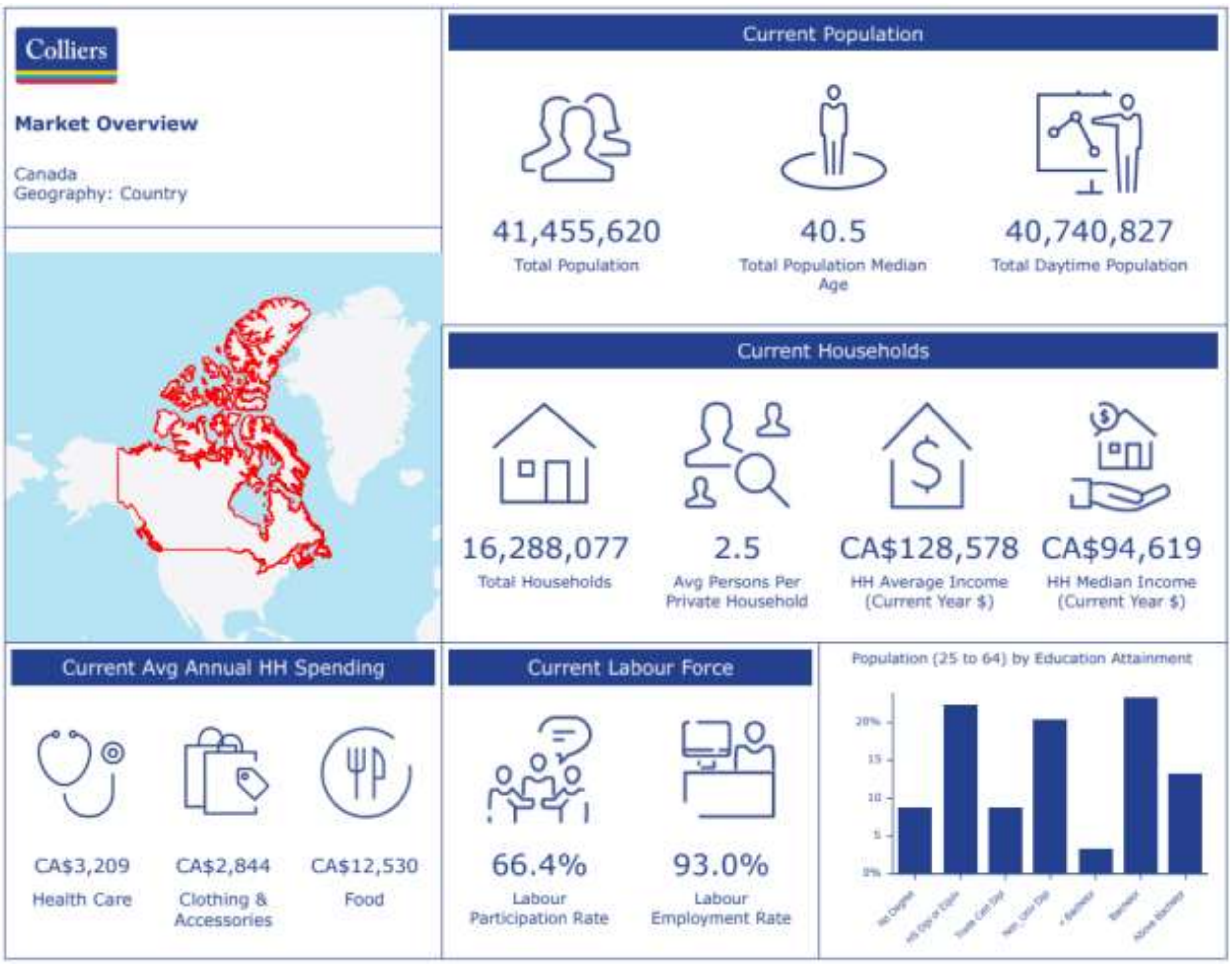
Market Overview

Economic Overview – Canada

Canada has the world's 38th largest population and the world's second largest land mass. The country's population is dispersed among 10 provinces and 3 territories with nearly 90% of its people living within 160 kilometers of the United States border. Canada consistently receives a top fifteen Human Development Index ranking and a top twenty ranking for GDP (nominal) per capita.

Canada's economy consistently receives a top twelve world ranking. International trade makes up a large part of Canada's economy, with the United States as its largest trading partner followed by the European Union and China. Key Canadian exports include petroleum, automobiles and auto parts, precious metals, machinery including computers, wood, electrical machinery, aircraft and spacecraft, pharmaceuticals and aluminum. More recently, Canada's high knowledge industries of manufacturing, business services, engineering and computer and management services have received a top ten global knowledge economy ranking from the World Bank Institute.

Following is a demographic summary for the Country of Canada.



Following is a summary of featured insights prepared by the Oxford Economics in their February 2026 Canada Economic Forecast.

Canada: Outlook hinges on the upcoming USMCA review

- We've nudged up our GDP growth forecast by 0.1ppt to 1.1% in 2026 and still expect growth of 2.1% in 2027, unchanged from last month. The upgrade to 2026 growth reflects the boost from the new federal grocery and essentials benefit and stronger exports of canola and other agricultural products following the preliminary trade agreement with China.

- Canada's economy hit the brakes in late 2025 and may have slipped into reverse. US tariffs, trade policy uncertainty, and a shrinking population will likely keep growth subdued in H1 2026. But we expect economic momentum to pick up in H2 and 2027, thanks in part to new fiscal stimulus.

- The USMCA review will be pivotal. Our baseline assumes most US tariffs on Canada will be removed in Q3 2026 as the USMCA is renegotiated. But this expectation is looking tenuous. Negotiations could turn sour and current tariffs remain or even increase. In either case, growth would be slower in 2026 and 2027, and the economy would be on a permanently lower path.

- Temporary base effects from last year's Goods and Services Tax holiday and the removal of the consumer carbon price will likely keep headline inflation in the mid-2% range for much of H1 2026. But we expect excess slack in the economy and the removal of most bilateral US-Canada tariffs will cause headline inflation to fall back to 2% by early 2027.

- Employment fell by 25,000 m/m in January, after a flat December. We forecast further modest job losses in early 2026 will briefly lift the unemployment rate to 7%, before renewed job growth and a shrinking population quickly lower it to 6% in 2027. Breakeven employment growth will soon turn negative as the labour supply declines, meaning the economy won't need to create any jobs for the unemployment rate to fall.

- Our Bank of Canada outlook is unchanged this month. We still expect the BoC to remain on hold for all of 2026, before lifting the policy rate back to a neutral level of 2.75% in 2027.

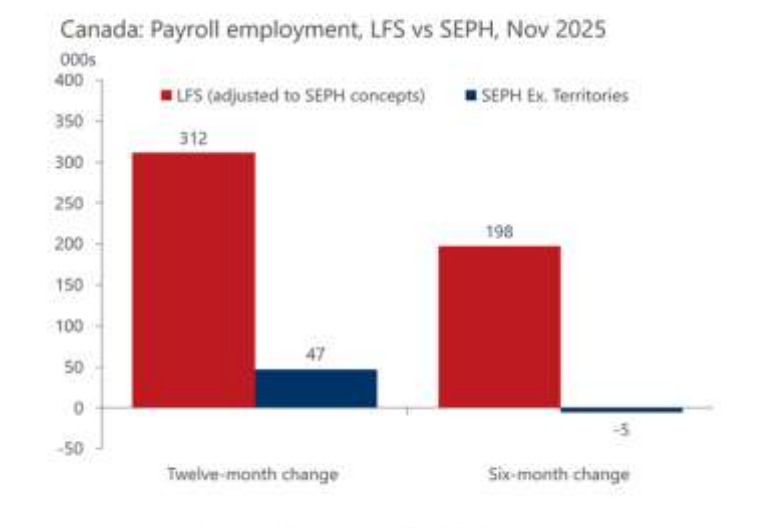
Forecast Overview

Recent Developments

- Canada's economy likely stalled in Q4 and may have contracted for the second time in the last three quarters. November GDP was flat after a 0.3% m/m drop in October, and StatCan's flash estimate for a 0.1% m/m uptick in December leaves Q4 GDP growth on an industry basis tracking slightly in the red. We think quarterly GDP on an expenditure basis will likely show a flat economy in Q4, but there's elevated risk that it shows the economy shrank.

- Retail sales rebounded in November after two consecutive monthly declines, but the underlying trend remains weak. Nominal retail sales rose 1.3% m/m in November. However, this only partially offsets declines in the prior two months and StatCan's flash estimate is for a 0.5% m/m decline in nominal sales in December.

Chart 1: The LFS and SEPH are sending mixed signals about the strength of job creation



Sources: Oxford Economics, Statistics Canada

- The labour market started the new year on a mixed note. The economy lost about 25,000 jobs, or -0.1% m/m, according to the Labour Force Survey (LFS), but the unemployment rate still fell as fewer people looked for work. The employment to population ratio, which dipped slightly last month, suggests labour market slack persists.

- Canada's two official employment surveys are sending mixed signals about the strength of job creation, even after adjusting for conceptual differences. The LFS suggests the economy added about 310,000 payroll jobs in November 2025 compared to a year earlier, while the Survey of Employment, Payrolls, and Hours (SEPH) shows only 47,000 new jobs over the same period. Although it's less timely, the SEPH is based on a large survey of actual payrolls and provides a more accurate estimate of job creation, especially amid Canada's ongoing demographic shift.

Short-Term Outlook

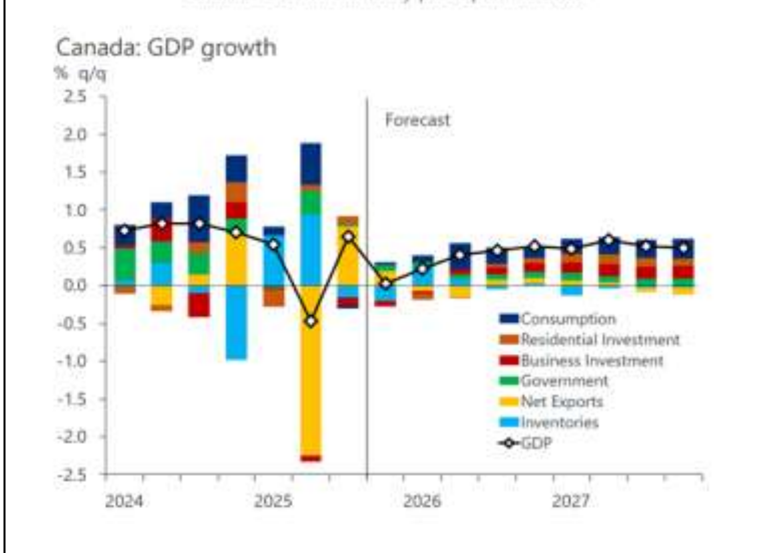
- Canada barely avoided recession in 2025 and we expect soft economic momentum to persist in early 2026, dragged back by US tariffs, trade policy uncertainty, and a shrinking population.

- Canada's highly indebted household sector is unlikely to be a significant engine for growth in 2026. We expect real consumer spending will grow at a sluggish pace this year as demographic demand contracts, while modest layoffs and another tranche of mortgage renewals at higher interest rates squeeze household disposable income. However, the new federal grocery and essentials benefit will give consumer spending a noticeable bump through mid-year. The benefit adds to the major fiscal stimulus already in the pipeline this year from new measures in the 2025 federal budget and is a key reason for the upgrade to our 2026 growth forecast.

- The preliminary trade agreement between Canada and China will also lead to stronger canola and other agricultural product exports to China this year, giving a modest lift to growth.

- The USMCA review on July 1 will be a pivotal fork in the road that could materially alter the path ahead for Canada's economy. We continue to expect most US-Canada tariffs will be removed following the renegotiation of the agreement. Overall, after an estimated 1.7% advance in 2025, we expect GDP growth to slow to 1.1% in 2026, before improving to 2.1% in 2027 (Chart 2).

Chart 2: Growth will likely pick up in H2 2026

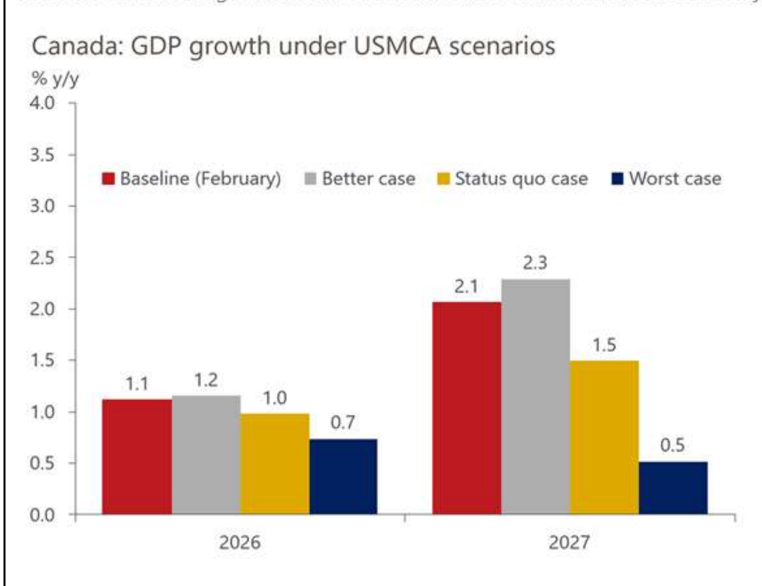


Sources: Oxford Economics, Haver Analytics *Includes consumption and capital spending

Key Drive of Our Short-Term Forecast

- USMCA review will be pivotal for Canada's economic prospects. Our current baseline assumes most US tariffs on Canada will be removed by Q3 2026 as the USMCA is renegotiated, prompting a recovery in exports and non-residential investment in H2 2026 that extends through 2027. But this expectation is looking more tenuous and negotiations could turn sour, leading to current tariffs staying in place or even increasing. In either case, growth would be slower in 2026 and 2027 and the economy would be on a permanently lower path. To gauge the risks around our baseline, we've published several USMCA scenarios (Chart 3).

Chart 3: USMCA renegotiation will be a fork in the road for Canada's economy



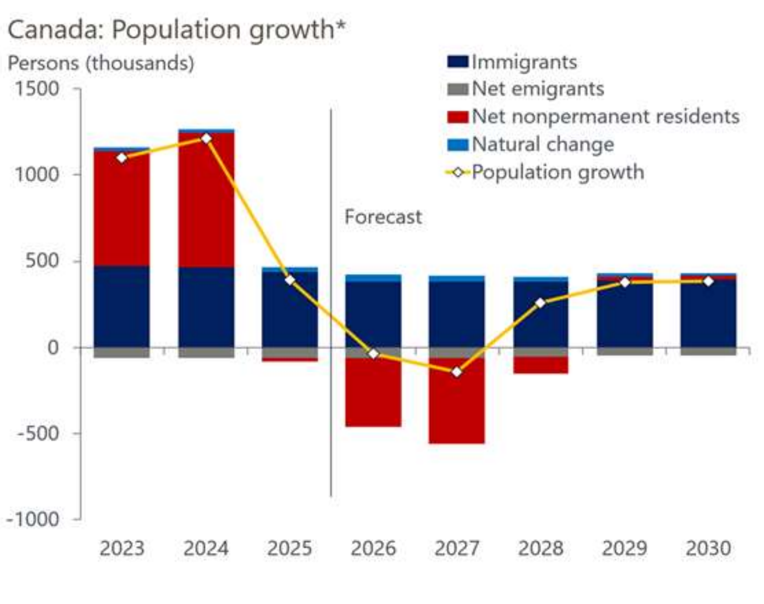
Sources: Oxford Economics, Haver Analytics

- Canada-China trade deal marks a substantial shift in Canada's trade policy. The deal will have meaningful regional and sectoral impacts and is a key step towards diversifying trade away from the US. The macroeconomic impacts will be small initially and build gradually over time. In the near term, lower Chinese tariffs on canola and other agricultural products will provide a modest lift to Canada's exports.

- The population has started to shrink. Canada's population shrank by 76,000 (-0.2% q/q) in Q3 2025, and we expect it to continue declining as more non-permanent residents leave, concurrently weighing on demand and supply in the economy.

- A stable outlook for the BoC in 2026. In no surprise, the BoC held the overnight rate at 2.25% in January and looks poised to remain on the sidelines for all of 2026. We expect the next move by the BoC will be a hike in early 2027. With economic growth forecast to be on a firmer footing next year, the BoC will likely return the policy rate to a neutral stance rather than begin a new monetary tightening cycle. After holding through 2026, the BoC will likely lift the policy rate back to 2.75% – our estimate of the neutral rate – by mid-2027.

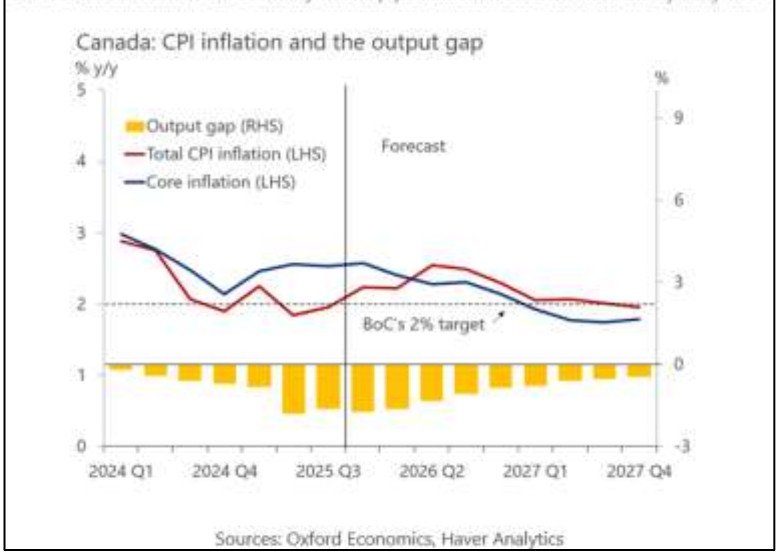
Chart 4: Population to shrink slightly in 2026 and 2027



Sources: Oxford Economics, Haver Analytics *Numbers as of July 1 each year

- Policy-driven base-year effects will continue to muddy the inflation picture. Headline CPI inflation rose 0.2ppts to 2.4% y/y in December, as inflation jumped for food, alcohol, and a few other goods due to unfavourable base-year effects from last year's GST holiday. These base-year effects will persist through February, and additional base effects from last year's elimination of the consumer carbon levy will start to raise energy inflation in April. However, excess economic slack and the removal of most tariffs should ease headline inflation back to near 2% by early 2027.

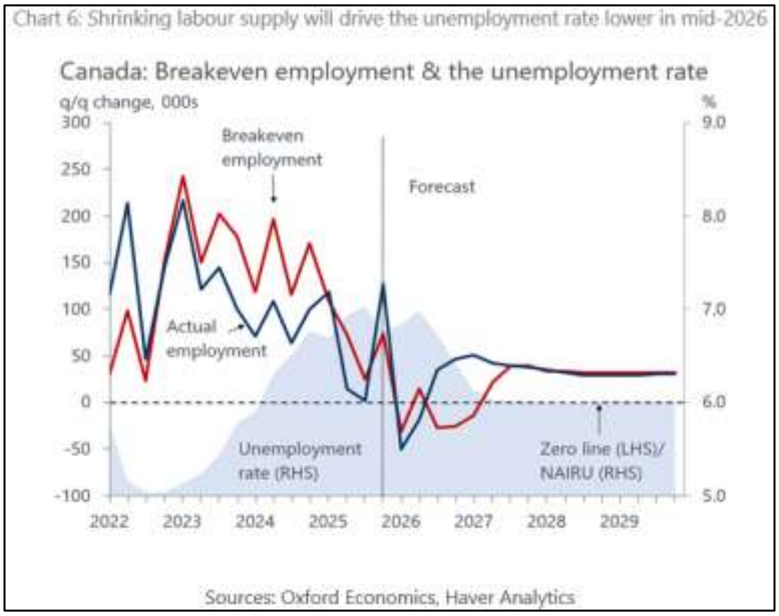
Chart 5: Excess slack in the economy will help pull inflation back down to 2% by early-2027



- Unemployment rate will briefly return to 7% before declining quickly. A broad swath of labour market indicators suggests there's still a moderate degree of slack in Canada's labour market. Moreover, the near-term outlook for employment growth is subdued. More job losses are likely as trade policy uncertainty and US tariffs combine with weak domestic demand to further curb hiring and trigger modest layoffs. Job growth should resume at a moderate pace in H2, but the renegotiation of the USMCA beginning in July will be key.

- Breakeven employment growth, measured as the number of new jobs needed to match labour supply growth and keep the unemployment rate unchanged, will likely turn negative this year as the working-age population shrinks. This means the economy won't need to create any net new jobs for the unemployment rate to decline.

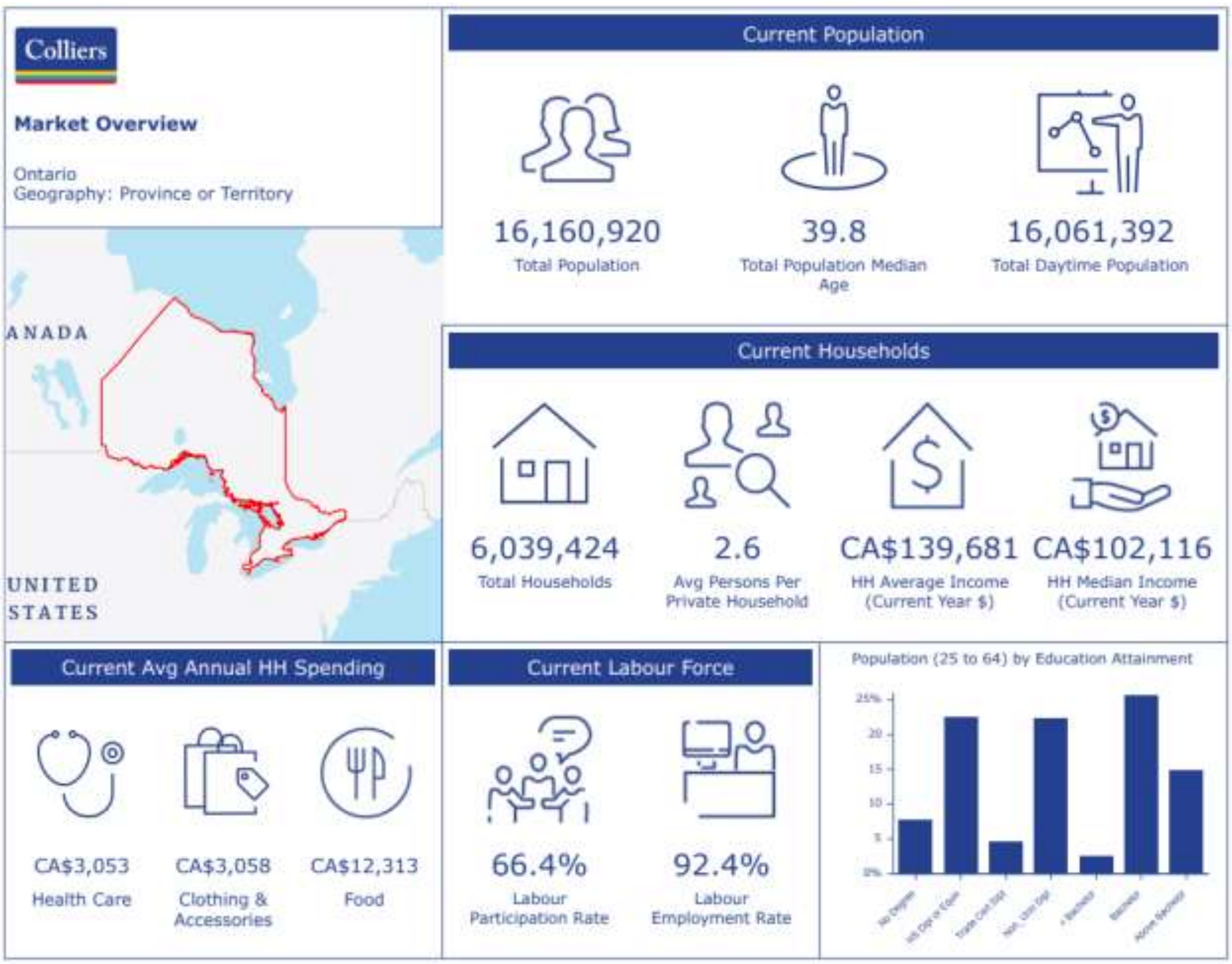
Chart 6: Shrinking labour supply will drive the unemployment rate lower in mid-2026



Economic Overview – Ontario

The Province of Ontario is Canada's most populous province and home to the nation's capital, Ottawa, as well as the nation's largest city, Toronto. Besides having 40% of Canada's population, Ontario has the most culturally diverse population in Canada. The great majority of Ontario's population and arable land is located in the south. In contrast, the larger, northern part of Ontario is sparsely populated.

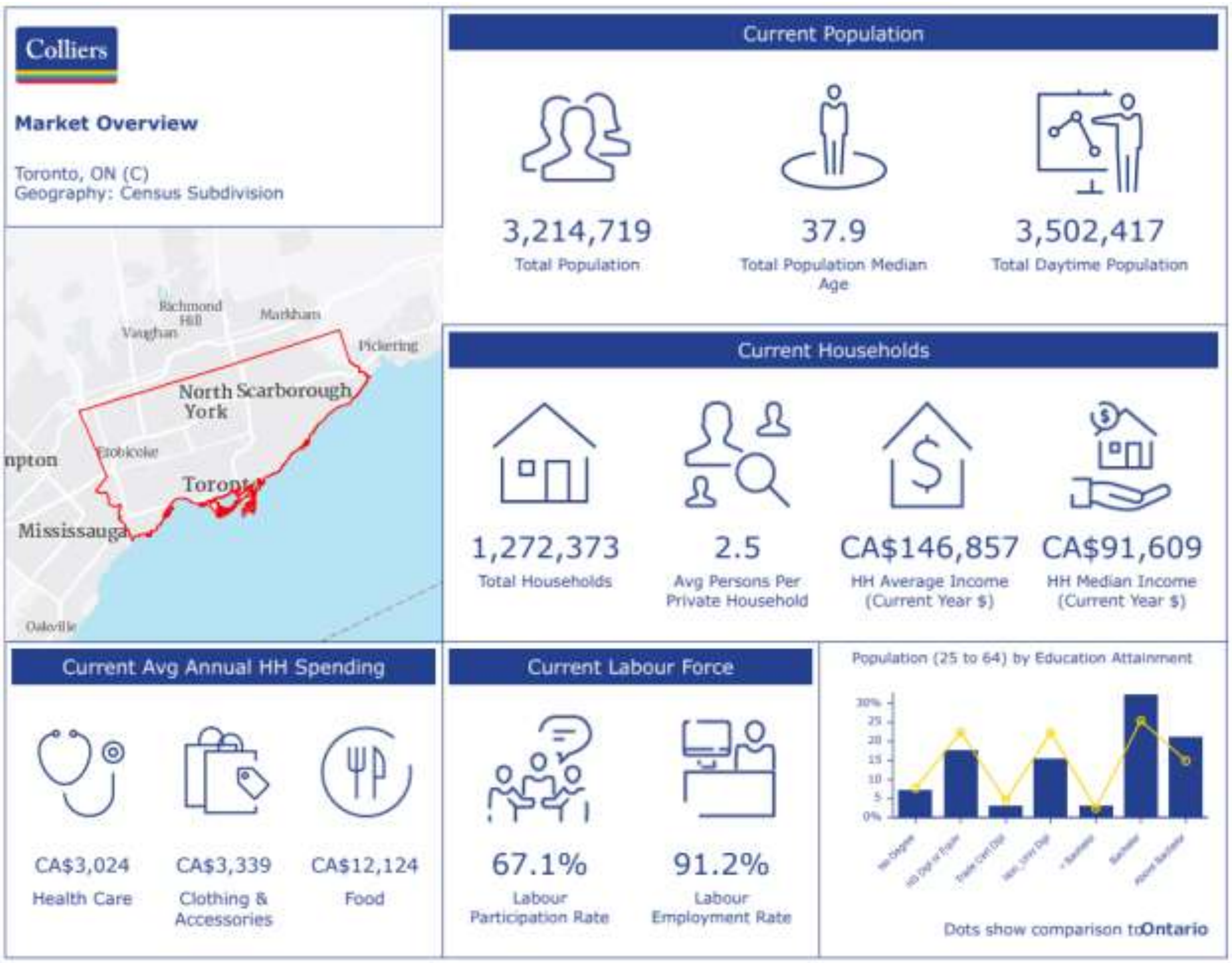
Ontario generates 39% of Canada's GDP and forms Canada's largest economy. The province's economy is led by its service sector, manufacturing, agriculture, mining and forestry industries. Nearly 50% of Canada's high tech, financial services and other knowledge intensive industries are employed in Ontario. Meanwhile, Ontario is Canada's manufacturing powerhouse, shipping more than $258 billion of automobiles, information and communications technologies, biotech, pharmaceuticals and medical devices. In addition, the province's mining industry is among the top 10 producers in the world for nickel and platinum and a significant producer of gold, copper, zinc, cobalt and silver.



Economic Overview – Toronto

Toronto is the most populous city in Canada, the provincial capital of Ontario, and forms the centre of the most populous metropolitan area in Canada. In addition, Toronto is located within one of North America's fastest growing regions, known as the Golden Horseshoe – Canada's most important economic engine. Culturally, Toronto is one the world's most diverse cities and known as a prominent centre for music, theatre, and motion picture and television production. The Metropolitan Toronto Area consists of 24 municipalities including Mississauga, Brampton, Markham and Vaughan which are interconnected by an extensive road network.

Toronto is Canada's business and financial capital. The city is the second largest financial services centre in North America after New York and has one of the highest concentrations of financial services company headquarters in the Americas. Toronto is also the headquarters of many large Canadian and multinational corporations as well as a robust and critical concentration of top legal, accounting, consulting, academic and technology providers. The city's other prominent industries include technology, design, financial services, life sciences, education, arts, fashion, business services, environment, food & beverage, and tourism. Following is a demographic summary for the City of Toronto.



Following is a summary of featured insights prepared by the Oxford Economics in their January 2026 Toronto Economic Forecast.

- Growth in Toronto is forecast to slow in 2026 as it continues to grapple with the uncertainty permeating various parts of the economy. Sustained US-imposed tariffs on steel, aluminium, and autos weigh on some of Toronto's main industries, namely manufacturing and transportation & warehousing. Consumer sentiment has also been lacklustre, with both consumer spending and disposable income expected to slow in 2026. Toronto's best hopes for growth will remain with its service sectors—finance and professional services—which will offset these losses.

- Toronto's manufacturing sector is likely to struggle in 2026 due to the ongoing political and economic tug-of-war in the industry. With US tariffs on steel and some parts of the autos sector still in place, manufacturers—such as Honda, Toyota, and Ford—are feeling the pinch. We expect GDP in the sector to contract through H1 2026, while employment will contract q/q throughout the entire year. The upcoming renegotiations of the USMCA in mid-2026 should hopefully relieve some of the pressure on the industry in H2 and 2027, although US–Canada trade developments remain unpredictable.

- In the Toronto housing market—similar to other locations exposed to auto manufacturing—prices have fallen sharply this winter. While often considered to be one of the most unaffordable locations in the country, house prices in the metro declined q/q over the past year and were down 7.4% y/y in Q4 2025—the biggest decline of any major metro. Uncertainty arising from US-imposed tariffs and continued affordability issues have dampened transactions. Going forward, we anticipate house prices to gradually increase through 2026 but still lag most other major metros.

- Population growth will slow this year to 0.2%, with the national Immigration Levels Plan seeking to reduce temporary resident volumes to 5% of the country's population by the end of 2026. This trend will reduce employment numbers in Toronto in the short term, with education and retail taking the largest losses in addition to manufacturing. We project employment to remain stagnant in 2026 and average 0.9% y/y in the medium term.

- Though many of Toronto's economic drivers are expected to slow in 2026, conditions are relatively less severe than in other, more-specialised metros. There are several positive signs for sustained growth in both the medium and long terms, such as a robust financial sector and broad appeal to young workers (Chart 6). Moreover, continued investment in the metro's transit infrastructure will drive gains in construction in coming years. Due to growth in a broad range of sectors, the city's attractiveness to skilled workers, and cosmopolitan amenities, we rank Toronto first in our Canadian metro index.

Industrial

Toronto Q425

NET ABSORPTION

This Quarter	Previous Quarter
4.1M SF	1.2M SF

AVAILABILITY

This Quarter	Previous Quarter
4.6%	4.5%

ASKING NET RENT (PSF)

This Quarter	Previous Quarter
$16.54	$16.84

SALES PRICE (PSF)

Freehold	Condo/Strata
$379 YOY ▲	$544 YOY ▲

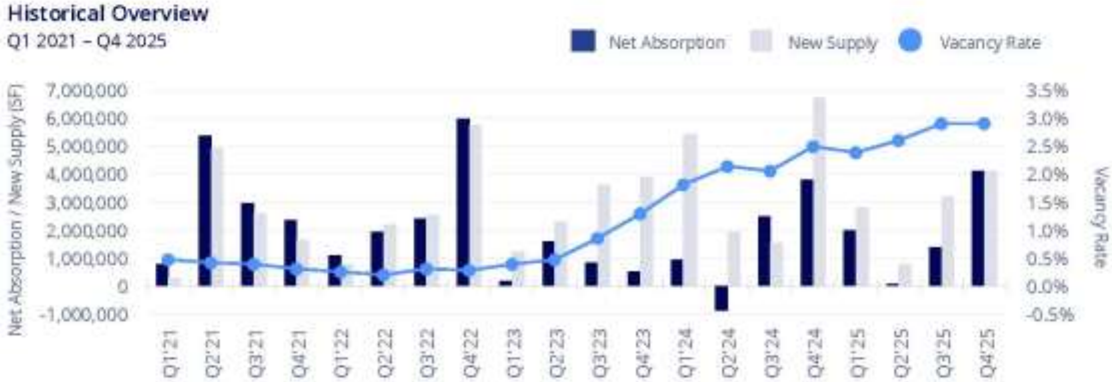
Throughout 2025, the industrial and most other commercial real estate asset classes appeared to be in a standstill, waiting for a clearer economic picture to emerge. While there has not been a single catalyst, the Greater Toronto Area (GTA) industrial market has shown signs of a more active market this quarter. Increases in absorption and new supply highlight a positive note, but a slight increase in availability, combined with the asking rental rate still in decline, means the market is still stabilizing.

Absorption climbed to over 4.1 million square feet, with third-party logistics companies as the main source of leasing momentum. Across the GTA, there were over 20 transactions of 100,000 square feet or greater that contributed to the highest quarterly amount of absorption since Q4 2022. That raises 2025's quarterly average to 1.8 million square feet which surpasses the average for both 2023 & 2024. New supply and positive absorption tend to coincide with each other, but this quarter's absorption has been a balance between existing inventory and new product.

Key Insights:

- Over 4 million square feet of positive absorption, with each of the Central, East, North, and West markets all positive
- Similar to absorption, over 4 million square of new supply was added this quarter, the largest amount since Q4 2024
- Net rental rates, are down $0.30 quarter-over-quarter and down 6% year-over-year

Historical Overview
Q1 2021 – Q4 2025



Industrial

Toronto

Q425

Market Overview

Market Outlook

Even with the strong absorption, the 4 million square feet added to the inventory in Q4 2025 slightly increased the availability rate. Despite the uptick in availability, the market sentiment is optimistic towards 2026. A continued trend of flight-to-quality exists in core markets, as available space remains low for buildings with higher clear heights. Although the availability rate is up, sublet space has decreased for the second consecutive quarter, down by over 2.0 million square feet for the past two quarters.

Over the past two years average asking rent has been down close to $2.00 per square foot. We are no longer seeing new supply seeking $20.00 net rent, alongside some second-generation space reducing their asking rates has led to the decrease. Also, private landlords tend to have more flexibility with rates as they typically do not have to meet proforma targets and/or answer to investors.

As the rates continue to drop, this has influenced the development pipeline. Throughout 2025, the quarterly under construction average was 9.8 million square feet. Compared to 2023 & 2024, which were 15.9 million and 13.8 million, respectively. This is not the sole reason for the decline, but combined with interest rates and construction costs, the 2025 average could be more indicative of future under construction totals. New supply saw a large boost in Q4 2025, adding over 4 million square feet, with over half of that space still available upon delivery.

The number of sales transactions and transactional dollar volume increased, but the weighted average is down 16% YoY. A higher number of condo sales influenced the price as the mean average sale price was similar to last quarter. However, the large financial institutions are starting to tighten loans with heightened attention to appraisal values. Making it even more challenging is the high financial loan-to-value ratio.

Rental Rate Growth* By Market | Q4 2024 – Q4 2025

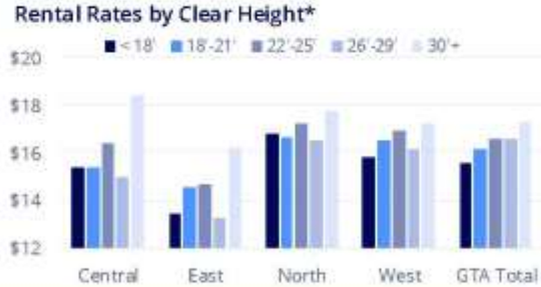
*Weighted Average Asking Net Rent

Availability Rate by Market Q4 2024 – Q4 2025

Central	3.1%	*from 2.5% Q4'24*
East	8.6%	*from 6.6% Q4'24*
North	3.6%	*from 3.1% Q4'24*
West	5.5%	*from 5.4% Q4'24*
GTA Total	**4.6%**	*from 4.2% Q4'24*

Under Construction by Market By Building Area (SF)

Rental Rates by Clear Height*



Industrial

Toronto

Q425

Market Statistics

Market	Total Inventory (SF)	Total Vacant Space (SF)	Vacancy Rate	Direct Available Space (SF)	Sublease Available Space (SF)	Total Available Space (SF)	Availability Rate	Net Absorption (SF)	New Supply (SF)	Under Construction (PSF)	Wgt. Avg. Asking Net Rent (PSF)	Avg. Sale Price (PSF)
Don Mills	9,904,699	220,175	2.2%	393,281	0	393,281	4.0%	6,077	0	0	$15.76	-
Downsview	26,643,858	110,814	0.4%	378,247	153,818	532,065	2.0%	-52,665	0	0	$15.17	$247.89
East York	8,372,707	125,554	1.5%	120,292	50,102	170,394	2.0%	-28,139	0	17,610	$18.48	-
North Etobicoke	41,414,613	1,017,518	2.5%	1,430,268	307,915	1,738,183	4.2%	-374,773	47,040	0	$14.78	$357.83
North York South	11,690,892	227,611	1.9%	398,106	20,460	418,566	3.6%	-2,825	0	0	$15.30	-
Scarborough East	16,659,096	37,588	0.2%	217,700	175,217	392,917	2.4%	282,880	0	0	$17.20	$582.01
Scarborough South	27,081,702	1,195,862	4.4%	1,327,112	18,400	1,345,512	5.0%	-48,673	0	268,602	$14.16	$231.54
Scarborough West	20,750,842	160,151	0.8%	186,978	16,749	203,727	1.0%	193,717	0	826,533	$18.34	-
South Etobicoke	30,361,211	1,318,338	4.3%	1,394,259	50,411	1,444,670	4.8%	185,820	0	0	$17.33	$276.47
Toronto	19,831,586	141,347	0.7%	222,577	0	222,577	1.1%	-124,969	0	0	$10.85	-
Weston	23,439,249	194,953	0.8%	451,291	136,068	587,359	2.5%	-43,242	0	0	$14.31	$294.93
Willowdale	3,957,851	16,636	0.4%	16,636	0	16,636	0.4%	82,129	0	0	$16.00	-
York	5,610,311	35,816	0.6%	35,816	0	35,816	0.6%	0	0	0	$14.75	$411.33
Central	**245,717,017**	**4,802,355**	**2.0%**	**6,572,563**	**929,140**	**7,501,703**	**3.1%**	**75,337**	**47,040**	**1,112,745**	**$15.39**	**$278.43**
Ajax	13,359,463	1,502,366	11.2%	1,575,567	124,456	1,700,023	12.7%	-70,841	0	290,780	$17.15	-
Oshawa	12,705,283	442,654	3.5%	517,654	0	517,654	4.1%	0	0	0	$13.57	-
Pickering	11,349,824	619,975	5.5%	968,917	29,047	997,964	8.8%	395,510	494,761	0	$15.24	$289.41
Whitby	12,629,944	1,077,495	8.5%	1,094,651	0	1,094,651	8.7%	408,536	223,785	200,000	$15.41	$549.25
East	**50,044,514**	**3,642,490**	**7.3%**	**4,156,789**	**153,503**	**4,310,292**	**8.6%**	**725,205**	**718,546**	**490,780**	**$15.80**	**$426.49**
Aurora	7,248,462	22,410	0.3%	98,963	0	98,963	1.4%	48,968	22,410	0	$17.57	$589.85
Markham East	36,787,223	1,513,685	4.1%	2,173,680	34,109	2,207,789	6.0%	-170,317	912,124	125,242	$17.30	$357.31
Markham West	1,808,263	0	0.0%	0	0	0	0.0%	0	0	0	-	$434.55
Newmarket	8,094,446	39,875	0.5%	39,875	103,907	143,782	1.8%	12,640	0	238,000	$15.68	$167.78
Richmond Hill	13,960,903	132,132	0.9%	204,680	85,133	289,813	2.1%	109,963	0	0	$18.75	$493.48
Vaughan	105,845,774	2,136,178	2.0%	3,126,454	365,604	3,492,058	3.3%	417,661	0	1,454,797	$17.10	$482.06
Whitchurch/Stouffville	1,164,161	0	0.0%	0	0	0	0.0%	0	0	0	-	-
North	**174,909,232**	**3,844,278**	**2.2%**	**5,643,652**	**588,753**	**6,232,405**	**3.6%**	**418,907**	**934,534**	**1,818,039**	**$17.23**	**$285.87**
Brampton East	58,731,558	2,086,041	3.6%	3,117,139	498,207	3,615,346	6.2%	43,616	574,687	331,583	$17.16	$572.46
Brampton West	43,743,817	958,955	2.2%	1,822,867	577,916	2,400,783	5.5%	292,652	570,014	741,559	$17.47	$566.26
Burlington	25,424,872	956,991	3.8%	1,396,206	112,517	1,508,723	5.9%	144,350	0	0	$13.25	$206.43
Caledon	21,863,192	153,929	0.7%	248,664	245,951	494,615	2.3%	238,151	0	4,548,369	$15.54	$491.24
Halton Hills	9,150,305	971,137	10.6%	971,137	0	971,137	10.6%	156,500	0	330,079	$17.50	$219.91
Milton	30,304,685	3,403,952	11.2%	4,294,121	195,735	4,489,856	14.8%	315,001	148,405	0	$17.18	-
Miss. Central East	19,371,866	555,833	2.9%	1,076,015	0	1,076,015	5.6%	-65,962	0	0	$16.55	$338.76
Miss. Central West	18,351,248	16,300	0.1%	253,586	436,057	689,643	3.8%	70,537	0	0	$16.42	$348.38
Mississauga East	21,330,548	129,241	0.6%	570,487	54,252	624,739	2.9%	35,138	0	0	$16.81	$295.04
Miss. / Meadowvale	24,274,971	411,836	1.7%	888,965	224,141	1,113,106	4.6%	20,584	0	0	$17.72	$315.43
Mississauga South / E	13,483,086	277,730	2.1%	567,303	151,417	718,720	5.3%	9,295	0	0	$14.90	$298.63
Mississauga South / W	21,858,667	1,176,863	5.4%	1,309,658	24,848	1,334,506	6.1%	245,669	598,382	955,578	$18.72	$378.62
Mississauga West	73,735,001	662,875	0.9%	1,388,983	440,775	1,829,758	2.5%	1,121,911	470,308	0	$17.23	$380.41
Oakville	22,683,900	1,030,206	4.5%	1,332,163	162,100	1,494,263	6.6%	274,057	68,616	0	$16.92	$334.94
Oakville Winston Park	6,053,867	52,453	0.9%	295,947	27,760	323,707	5.3%	10,189	0	31,000	$17.51	-
West	**410,360,775**	**12,844,342**	**3.1%**	**19,533,241**	**3,151,676**	**22,684,917**	**5.5%**	**2,903,680**	**2,422,412**	**6,938,160**	**$16.89**	**$314.83**
Greater Toronto Area Total	**881,031,538**	**25,133,465**	**2.9%**	**35,906,245**	**4,823,072**	**40,729,317**	**4.6%**	**4,123,129**	**4,122,532**	**10,359,724**	**$16.54**	**$295.79**
Greater Hamilton Area Total	**47,025,649**	**726,299**	**1.5%**	**994,099**	**0**	**994,099**	**2.1%**	**-559,566**	**0**	**305,805**	**$13.22**	**$208.94**

Colliers

Industrial

Toronto

Q425

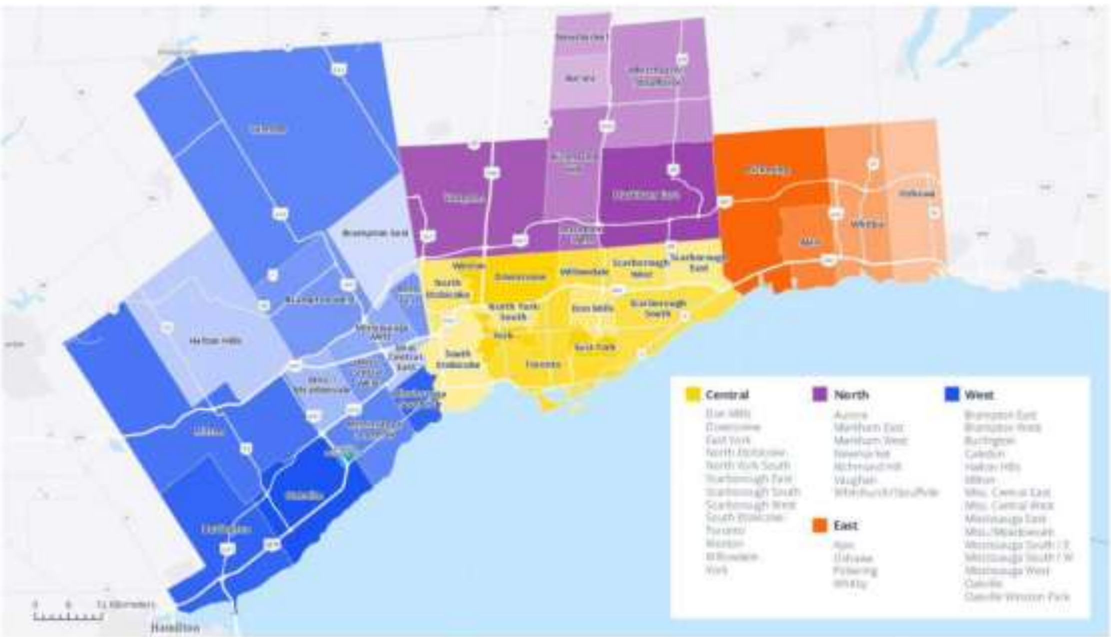
Transaction Highlights

Notable Lease Transactions

Building Name / Address	Market	Size (SF)	Lease Type	Landlord	Tenant
12173 Dixie Road	Caledon	1,120,560	Head Lease	Quad Real	TD Synnex
11400 Steeles Avenue East	Halton Hills	439,910	Renewal	BGO	Speedy Transport Group
Abbotside Way	Caledon	333,363	Head Lease	Broccolini	Automann Heavy Duty
600 Slate Drive	Mississauga	309,823	Head Lease	H & R	Stelumar
8039 Fifth Line	Halton Hills	292,395	Head Lease	BGO	Uni-Select

Notable Sales Transactions

Building Name / Address	Market	Size (SF)	Sale Price	Seller	Purchaser
1140 Steeles Avenue East	Halton Hills	639,910	$143,000,000	IG Wealth Management	BGO
Sun Commercial Portfolio	Newmarket	576,493	$100,000,000	Sun Commercial	Kingsett
197 Norseman Street	Etobicoke	251,394	$67,045,500	Barrett Family	W.P Carey Inc.
400 Matheson Boulevard East	Mississauga	115,165	$39,7000,000	Pure Industrial	Mantella Corporation



Appendix D

GeoWarehouse Report

GeoWarehouse® POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Property Details

GeoWarehouse Address:
388 MARKLAND ST
MARKHAM
L6C1Z6

PIN:	030470057
Land Registry Office:	YORK REGION (65)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold

Ownership

Owner Name:
2139654 ONTARIO LIMITED

Legal Description

PCL 19-6, SEC MA3 ; PT LT 19, CON 3 (MKM) , PART 1 , 65R18445 , MARKHAM

GeoWarehouse®
POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Lot Size

Area:	142341.81 sq.ft (3.268 ac)
Perimeter:	1509.19 ft.
Measurements:	394.08ft. x 361.19ft. x 394.08ft. x 361.23ft. Lot Measurement Accuracy : LOW These lot boundaries may have been adjusted to fit within the overall parcel fabric and should only be considered to be estimates.

GeoWarehouse®
POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Assessment Information

* The Current Assessed Value indicated reflects the current state and condition of the property today, and may not be the same value returned to the local municipality for the current tax year. Please contact propertyline@mpac.ca if you have any questions about the difference between the assessed value and the value based on the current state and condition.
** The Phased-In Assessment reflects the property in the current state and condition and may not be the same value the local municipality used for taxation in the year indicated. Please contact propertyline@mpac.ca if you have any questions about the difference between the assessed value, phased-in value, and the value based on the current state and condition.

Assessment

	ARN :	193602013668800		
Site	Frontage:	360.89 ft	Depth:	393.7 ft
	Zoning:	MC42		

Structure	Property code description:	Standard industrial properties not specifically identified by other industrial Property Codes
	Property code:	520

Assessment Details	Valuation Date(yyyy/mm/dd) :	2016/01/01	Request for Reconsideration Deadline :	2017-02-15
	Last Notice Date :	2016-09-14	Taxation Year:	2026

Year Phased In Assessed Values:

Taxation Year	Phased-In Assessment**
2016	$9,140,000
2017	$9,145,000
2018	$9,150,000
2019	$9,155,000
2020	$9,160,000
2021	$9,160,000
2022	$9,160,000
2023	$9,160,000
2024	$9,160,000

GeoWarehouse POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Taxation Year	Phased-In Assessment**
2025	$9,160,000
2026	$9,160,000

Structures:

On-Site Variables
OFFICIAL PLAN DESIGNATED - EMPLOYMENT

Waterfront Details:

NA

Proximity Details:

NA

Abuts Details:

NA

Garage Details:

NA

Permits Details:

MPAC Permit Number	MPAC Permit Issue Date (yyyy/mm/dd)	MPAC Work Description	MPAC Status
01118865	2002/01/24	Alterations/Renovations	CLOSED
97203478	1997/09/26	Alterations/Renovations	CLOSED
961569	1996/09/27	Alterations/Renovations	CLOSED

Site Area (A): 3.26 **Driveway:** Unspecified/Not Applicable **Variance:** Not Defined

Valuation and Sales Information:

Last Sale Date: 2007-07-04 **Last Sale Amount:** $7,100,000

GeoWarehouse® POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Assessment Property Information:

Property Type: Industrial
Property Address: 388 MARKLAND ST
Municipality: MARKHAM CITY
Legal Description: CON 3 PT LOT 19 RS65R18445 PART 1

Corporate Owner Name: 2139654 ONTARIO LIMITED
Corporate Mailing Address: 388 MARKLAND ST MARKHAM ON L6C 1Z6

Cost Property Information:

Land Size (A):	3.26	Total Land Value:	2722186.24
Total RCN for Yardwork:	121159.0	Total No. of Walk in Coolers:	NA
Total RCNLD for Yardwork:	55939.0	Total Floor Area:	82569.0
Total RCN for Building:	7203280.0	Total Heating Area:	35526.0
Total RCNLD for Building:	4855601.0	Max Height:	28.0
Year Built:	1997	Interior Office Area:	NA
Max Year Built:	1997	Interior Finish Area:	NA
Min Year Built:	1997	Total Refrigeration (cuft):	NA
		Total No. of Dock Levelers:	3

BIN	Building No.	Structure Description	Year Built	Building Use	Floor Area (sqft)	Total Int. Off Area (sqft)
1.0	1	OFFICE INDUSTRIAL	1997	STEEL FRAME ATT OFF - SHELL	11647.0	NA
1.0	1	STEEL FRAME	1997	IND SHELL	16595.0	NA
1.0	1	STEEL FRAME	1997	IND SHELL	35059.0	NA
1.0	1	OFFICE INDUSTRIAL	1997	STEEL FRAME ATT OFF - SHELL	11647.0	NA
1.0	NA	STEEL FRAME	1997	CONCRETE MEZZANINE	7621.0	NA

GeoWarehouse®
POWERED BY TERANET

388 MARKLAND ST, MARKHAM
PIN 030470057

Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Jul 04, 2007	$7,100,000	Transfer	2139654 ONTARIO LIMITED;	
Dec 24, 2004	$6,900,000	Transfer	388 MARKLAND PORTFOLIO INC.;	
Jun 27, 1996	$835,896	Transfer	HUNJAN HOLDINGS LTD.;	

Appendix E

Land Use Controls

BY-LAW 2024-19 - OFFICE CONSOLIDATION

9.4 PERMITTED USES AND ZONE STANDARDS

Permitted uses and zone standards are contained within the following tables:

9.4.1 EMP-GE (EMPLOYMENT - GENERAL EMPLOYMENT)

EMP-GE (EMPLOYMENT - GENERAL EMPLOYMENT)	
9.4.1.1 Permitted Uses a) Industrial use (1) b) Business office (2) (4) c) Film studio d) Retail store (3) (5) e) Service and repair establishment (3) f) The following uses that legally existed on the lot on the date of the passing of this By-law: i) Restaurant (3) ii) Artist studio iii) Commercial school iv) Business office v) Motor vehicle repair and body shop vi) Crematorium vii) Asphalt plant (1) viii) Concrete batching plant (1) ix) Transport terminal (1) x) Outdoor storage use g) Any use not listed above that legally existed on the date this By-law was enacted by Council (6)	The Employment - General Employment (EMP-GE) zone applies to lands within the 'General Employment' designation shown on Map 3 of the Official Plan. The General Employment designation is characterized by large properties to accommodate single and multiple unit manufacturing, processing and warehousing uses and accessory office, retail or service uses. Consistent with the Official Plan, the preservation of this designation from incompatible and, or sensitive land uses and other non-industrial uses is of importance. 
Special Use Provisions (1) Accessory outdoor storage is permitted however, shall not include the outdoor storage of livestock (2) This use is only permitted accessory to an industrial use provided that it is located within the same premises as the industrial use (3) This use is only permitted accessory to an industrial use and provided that it is located in the same premises as industrial use. This use shall not exceed the lesser of 500 square metres of gross	

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BY-LAW 2024-19 - OFFICE CONSOLIDATION

floor area or a maximum of 15% of the gross floor area of the principal use. This use shall be physically separated by a wall from the primary industrial use
(4) Medical offices and financial institutions are not permitted
(5) Outdoor display and sales area is permitted
(6) The expansion of an existing building, structure or use by no more than 10% of the total gross floor area may be permitted subject to complying with Parts 4.0 and 5.0 of this By-law and the standards below

9.4.1.2 Standards			Other Requirements	Refer to Section Number
A)	Minimum lot frontage	60.0 metres	Barrier-free access	Section 4.1
B)	Minimum lot area	0.4 hectares	Frontage on a street	Section 4.2
C)	Minimum front yard	6.0 metres	Phased Condominium Development	Section 4.3
D)	Minimum rear yard	9.0 metres (i)	Measurement of setbacks and yards	Section 4.4
E)	Minimum exterior side yard	3.0 metres	Sight triangles	Section 4.5
F)	Minimum interior side yard	3.0 metres (i) (ii)	Public Uses, activities, or Infrastructure permitted in all zones	Section 4.6
G)	Maximum height	21.0 metres	Uses prohibited in all zones	Section 4.7
Special Standards			Exceptions to height requirements all zones	Section 4.8.4
(i)	Increased to 15.0 metres if yard abuts a Residential or Mixed Use zone boundary		Outdoor display and sales area	Section 4.8.7
(ii)	Can be reduced to 0.0 metres if the building shares a dividing wall(s) with a building on an abutting lot, or if access is shared between neighbouring lots by a drive aisle or parking aisle		Encroachments into required yards	Section 4.8.8
			Temporary Tents	Section 4.9.3
			Accessory waste disposal areas	Section 4.9.4

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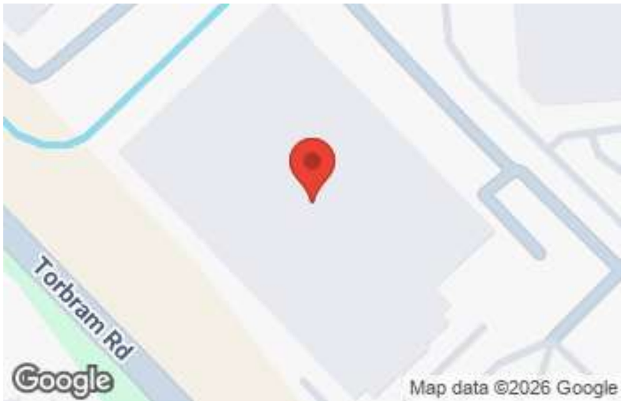
	Motor Vehicle Maintenance Shop and Motor Vehicle Repair and Body Shop	Section 4.9.8
	General parking provisions	Section 5.2
	Non-residential parking requirements	Section 5.4
	Accessible parking space requirements	Section 5.6
	Electric vehicle parking requirements	Section 5.7
	Regulations for Loading Spaces	Section 5.8
	Bicycle parking space requirements	Section 5.9
	Accessory outdoor storage	Section 9.3.1
	Accessory buildings or structures	Section 9.3.2
	Accessory Industrial Equipment	Section 9.3.3
	Landscaping strip requirements	Section 9.3.4

Appendix F

Capitalization Rate Comparable Sales

COMPARABLE 1: Single-Tenant Industrial Bulding
5 Precidio Court, Brampton, ON



LOCATION / SITE INFORMATION

Address	5 Precidio Court
City, Province	Brampton, ON
Site Size	10.1 Acres (440,391 SF)
Location	Good
Access	Good
Zoning	M3A-363 - Industrial

SALE INFORMATION

Purchaser	Pure Industrial (15 Precidio Court Holdings ULC)
Vendor	BentallGreenOak (Prime Canadian Fund Ltd)
Transaction Date	December 11, 2025
Transaction Status	Recorded
Transaction Price	$52,000,000
Analysis Price	$58,700,000
Rights Transferred	Leased Fee
Financing	Conventional
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Light Industrial
Building Structure	Concrete Tilt-up
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	202,810
Year Built	2001
% Office	11.9%
Site Coverage Ratio	43.3%
Loading Docks	21
Clear Height (ft)	30

OPERATING INCOME

	TOTAL	PER SF
Gross Income	$4,144,180	20.43
Vacancy & Credit Loss @ 0.0%	$0	0.00
Effective Gross Income	$4,144,180	20.43
Expenses	($595,005)	(2.93)
Contingency	($41,442)	(0.20)
Net Operating income	$3,507,733	17.30
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	15%	15%

ANALYSIS INFORMATION

Price Per SF	$289
Capitalization Rate	5.98%

REMARKS

The index property consists of a single-tenant industrial building, originally constructed in 2001. The improvements feature a clear height of 30 feet, with approximately 178,000 square feet of warehouse and 24,000 square feet of office over two floors (approx. 12,000 per floor). The warehouse is serviced by 20 truck level doors and a single grade level door. As at the date of sale, the improvements were used for food production and storage, with a cooler and freezer space within the warehouse. The weighted average lease term for this index was approximatley 4.5 yearsupon closing and the vendor was to complete (at its costs) a roof replacement prior to closing.

At the date of sale, the lease encumbering the index property was materially below market, representing a going-in yield of approximately 3.0%. The analysis for this index has been stabilized using market rents, with an adjustment applied to the purchase price to account for the below market rent for the balance of the term, along with the net present value of the recoverable amortization associated with the recent roof replacement (to be completed by the vendor prior to closing). The NPV of the delta between the contract rent and market ($17.50) is approximately ($7,350,000) and the NPV of recoverable amortization is approx. $650,000, yielding a total adjustment of $6,700,000, which has been added to the sale price. Prior to the date of sale, the index property had been openly marketed for sale by IPA.

COMPARABLE 2: Single-Tenant Industrial
700 Clayson Road, Toronto, ON

LOCATION / SITE INFORMATION

Address	700 Clayson Road
City, Province	Toronto, ON
Legal Description	Long legal exists
Site Size	21.0 Acres (912,768 SF)
Topography	Generally Level
Location	Good
Access	Good
Zoning	EH 1.0 - Employment Heavy Industrial

SALE INFORMATION

Purchaser	700 Clayson Road Holdings ULC (PIRET)
Vendor	IG Investment Mangement Ltd
Transaction Date	September 4, 2025
Transaction Status	Recorded
Transaction Price	$134,500,000
Analysis Price	$134,800,000
Rights Transferred	Leased Fee
Financing	Conventional
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Steel
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	458,512
Year Built	2007
% Office	1.8%
Site Coverage Ratio	50.2%
Loading Docks	39
Clear Height (ft)	32

OPERATING INCOME

	TOTAL	PER SF
Gross Income	$8,535,201	18.62
Vacancy & Credit Loss @ 0.0%	$0	0.00
Effective Gross Income	$8,535,201	18.62
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	$8,535,201	18.62
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	$294
Capitalization Rate	6.33%

REMARKS

This Index pertains to the sale of a single-tenant industrial facility with frontage on the west side of Highway 400 in North York. The improvements consist of 458,512 square feet, with approximately 8,000 square feet of office (~5%). The improvements feature 36 truck-level shipping doors and 3 grade-level doors, yielding a shipping ratio of 1:11,756 square feet. The improvements exhibit a site coverage of 50%, were originally constructed in 2007 and are serviced by an active rail spur. The clear height of the warehouse was reported to be 32'. At the time of sale, the property was fully occupied by Irving Tissue Corporation, which had occupied the building since 2015. At the time of sale, the weighted average lease term was approximately 4.25 years. The contractual rental rates were slightly above the prevailing market rates as at the date of sale and included 4% annual rent growth. Discussions with knowledgeable third parties indicated that the reported consideration was adjusted to reflect the cost of a new roof, which was needed imminently (~$7,000,000). Notwithstanding the foregoing, the capital expenditure associated with the roof replacement is deemed to be recoverable and market norms for similar capital items represent a 20-year amortization period, with an interest rate equal to Prime + 2%. When recovery income is considered with the initial capital expenditure, a net adjustment of $300,000 has been applied to the reported price in the analysis price calculation.

Prior to the date of sale, the property was the object of a targeted marketing campaign by CBRE.

COMPARABLE 3: Single Tenant Industrial
710 Rowntree Dairy Road, Vaughan, ON

LOCATION / SITE INFORMATION

Address	710 Row ntree Dairy Road
City, Province	Vaughan, ON
Legal Description	Long legal exists
Site Size	2.7 Acres (116,305 SF)
Topography	Level
Location	Good
Access	Good
Zoning	EM1 - Prestige Employment

SALE INFORMATION

Purchaser	2598404 Ontario Inc.
Vendor	710 Row ntree Dairy Road Holdings ULC
Transaction Date	August 5, 2025
Transaction Status	Recorded
Transaction Price	$22,900,000
Analysis Price	$22,900,000
Rights Transferred	Leased Fee
Financing	Loan from Bank
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Concrete/Steel
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	64,937
Year Built	1989
% Office	35.0%
Site Coverage Ratio	55.8%
Loading Docks	2
Clear Height (ft)	22

OPERATING INCOME

	TOTAL	PER SF
Gross Income	$1,503,701	23.16
Vacancy & Credit Loss @ 0.0%	$0	0.00
Effective Gross Income	$1,503,701	23.16
Expenses	($290,335)	(4.47)
Contingency	N/Av	N/Av
Net Operating income	$1,213,366	18.69
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	19%	19%

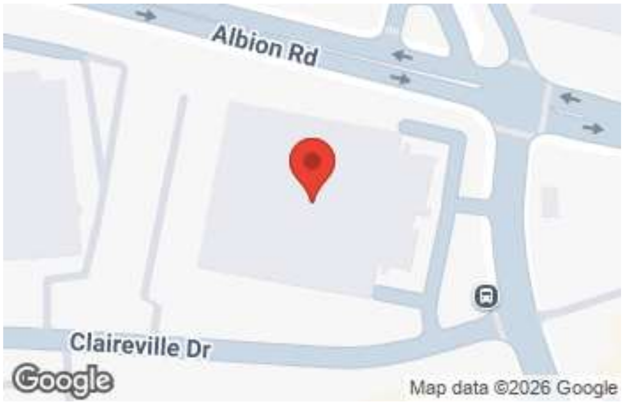
ANALYSIS INFORMATION

Price Per SF	$353
Capitalization Rate	5.30%

REMARKS

This Index pertains to the sale of a single-tenant industrial building w ith a total net rentable area of 64,937 square feet, including approximately 22,728 square feet of office space. The building offers a clear height of 22 feet and is serviced by one truck-level door, one drive-in level door, and tw o 7.5-ton cranes. According to MPAC, there is an additional 1,806 square feet of mezzanine space, w hich w e have not included in the net rentable area. The property also offers 72 paved, surface-level parking spaces. At the time of sale, the property w as fully occupied by Noranco (at rents considered market rate), and the remaining w eighted-average lease term w as 4 years and 4 months. Prior to the sale of this transaction, the property w as originally listed on MLS for $25,000,000 and w as on the market for 149 days. How ever, it should be noted that the listing w as suspended in February 2025.

COMPARABLE 4: Single Tenant Industrial
400 Humberline Drive, Toronto, ON



LOCATION / SITE INFORMATION

Address	400 Humberline Drive
City, Province	Toronto, ON
Legal Description	Long legal exists
Site Size	4.9 Acres (212,458 SF)
Location	Good
Access	Good
Zoning	E 1.0 (x82)

SALE INFORMATION

Purchaser	Humberline Investissements Inc.
Vendor	SUPREMEX INC.
Transaction Date	July 9, 2025
Transaction Status	Recorded
Transaction Price	$22,337,480
Analysis Price	$22,337,480
Rights Transferred	Leased Fee
Conditions of Sale	Sale-Leaseback

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Industrial Manufacturing
Building Structure	Concrete
Design / Layout	Good
Quality	Average/Good
Condition	Good
Building Size (SF)	101,134
Year Built	1977
% Office	21.2%
Site Coverage Ratio	42.5%
Loading Docks	8
Clear Height (ft)	25

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

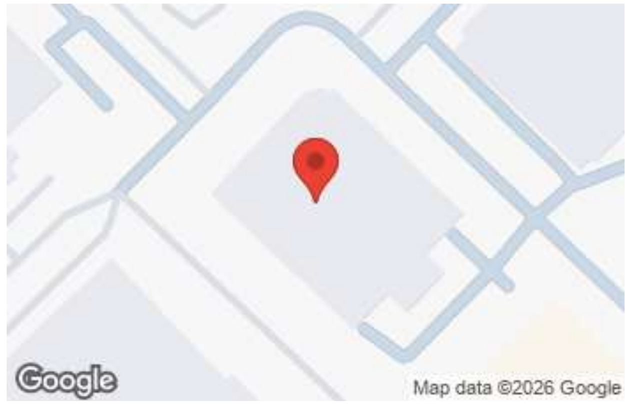
ANALYSIS INFORMATION

Price Per SF	$221
Capitalization Rate	7.40%

REMARKS

Property is fully occupied by SupremeX. Property has two storey office component and the balance is manufacturing industrial space. MPAC clear height is 25 feet. 22 effective clear. Total NRA is 101,134 square feet. Sale involves a sale leaseback to Supreme X. Total purchase price is $53,000,000. The purchase price include the subject property and another asset located at 7213 Cordner Street, Montreal Quebec. The allocation for the purchase price between the assets was provided is 7213 Cordner for $30,662,520 and 400 Humberline for $22,337,480. The sale leaseback terms were $16.50 psf with 3% escalations for 10 years with 3 five year renewal options.

COMPARABLE 5: Two Single-Tenant Buildings
50 Precidio Court, Brampton, ON



LOCATION / SITE INFORMATION

Address	50 Precidio Court
City, Province	Brampton, ON
Legal Description	Long legal exists
Site Size	7.0 Acres (304,920 SF)
Topography	Level
Location	Good
Access	Good
Zoning	M3A-366

SALE INFORMATION

Purchaser	Lotus Capital Corp
Vendor	Manna Industrial Fund
Transaction Date	April 15, 2025
Transaction Status	Recorded
Transaction Price	$44,550,000
Analysis Price	$44,525,000
Rights Transferred	Leased Fee
Financing	Conventional
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Steel
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	139,759
Year Built	1999 & 2000
% Office	10.0%
Site Coverage Ratio	45.8%
Loading Docks	32
Clear Height (ft)	24

OPERATING INCOME

	TOTAL	PER SF
Gross Income	$3,056,579	21.87
Vacancy & Credit Loss @ 0.0%	$0	0.00
Effective Gross Income	$3,056,579	21.87
Expenses	($555,768)	(3.98)
Contingency	N/Av	N/Av
Net Operating income	$2,502,305	17.90
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	18%	18%

ANALYSIS INFORMATION

Price Per SF	$319
Capitalization Rate	5.62%
Internal Rate of Return	0.07%

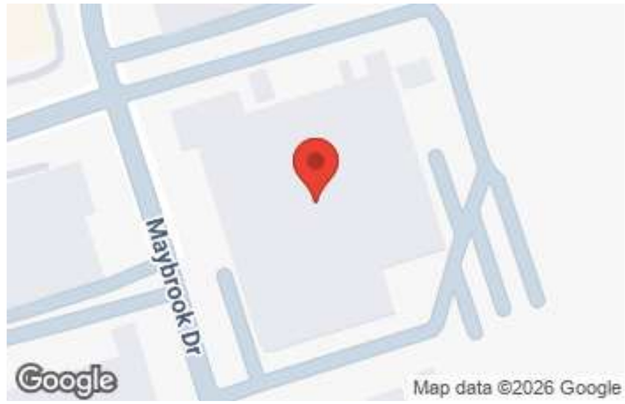
REMARKS

The index property conists of a single-titled parcel of land, improved with two single-tenant industrial buildings, of 80,000 and 60,000 respectively. As of the date of sale, 50 Precidio Court (80,000 square feet) indicated a weighted averag lease term of approximately 2.5 years and 100 Corporation Drive (60,000 square feet) had a weighted average lease term of approximately 4 years and four months.

50 Precidio Court was considered to be leased at below market rents as of the date of sale, while 100 Corporation Drive was considered to be leased at above market rental rates. Each building feature 14 truck level doors (28 total) and 2 drive in doors (4 total) and each had a clear height of 24 feet. The two buildings yielded a site coverage of 45%.

Prior to the date of sale, the index property was marketed for sale by CBRE.

COMPARABLE 6: Single-Tenant Industrial
71 Maybrook Drive, Toronto, ON



LOCATION / SITE INFORMATION

Address	71 Maybrook Drive
City, Province	Toronto, ON
Legal Description	Long legal exists
Site Size	7.2 Acres (313,940 SF)
Topography	Generally Level
Location	Good
Access	Good
Zoning	EH 1.0 - Employment Heavy Industrial

SALE INFORMATION

Purchaser	71 Maybrook Nominee Ltd.
Vendor	CanFirst Management (71 Maybrook Drive Inc.)
Transaction Date	March 28, 2025
Transaction Status	Recorded
Transaction Price	$36,750,000
Analysis Price	$36,750,000
Rights Transferred	Leasehold
Financing	Conventional
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Steel
Design / Layout	Average/Good
Quality	Average/Good
Condition	Average/Good
Building Size (SF)	136,340
Year Built	1979/1987
% Office	25.4%
Site Coverage Ratio	43.4%
Loading Docks	10
Clear Height (ft)	18 - 60

OPERATING INCOME

	TOTAL	PER SF
Gross Income	$2,658,000	19.50
Vacancy & Credit Loss @ 0.0%	$0	0.00
Effective Gross Income	$2,658,000	19.50
Expenses	($297,000)	(2.18)
Contingency	N/Av	N/Av
Net Operating income	$2,359,350	17.30
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	11%	11%

ANALYSIS INFORMATION

Price Per SF	$270
Capitalization Rate	6.42%
Internal Rate of Return	0.08%

REMARKS

This index pertains to a single-tenant industrial building w ith a net rentable area of 136,340 square feet and approximately 34,681 square feet of office space. The building w as constructed in 1979 and expanded in 1987, and it is serviced by seven drive-in doors and three dock-level doors, w ith a clear height ranging from 18 feet to 60 feet. The building w as fully occupied by Trench Group on a long-term lease, set to expire in 2031. As of the date of sale, the property w as considered to be leased at market rents. Before the date of sale, the index property w as openly marketed for sale by RBC in conjunction w ith 81 Maybrook Drive.

Appendix G

Direct Comparison Comparable Sales

COMPARABLE 1: Single Tenant Industrial (Flex)
25 Dyas Road, North York, Toronto, ON, North York, Toronto, ON

LOCATION / SITE INFORMATION

Address	25 Dyas Road, North York, Toronto, ON
City, Province	North York, Toronto, ON
Legal Description	Long legal exists
Site Size	4.1 Acres (179,946 SF)
Topography	Level
Location	Good
Access	Good
Zoning	EO 1.5 [Employment Industrial Office Zone]

SALE INFORMATION

Purchaser	Granite Club - User
Vendor	25 Dyas Road Ltd. (Nicola Wealth)
Transaction Date	December 23, 2025
Transaction Status	In Contract
Transaction Price	$24,299,999
Analysis Price	$24,299,999
Recording Number	-
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Flex
Building Structure	Concrete/Block
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	74,717
Year Built	1959
% Office	60.0%
Site Coverage Ratio	41.5%
Loading Docks	4
Clear Height (ft)	0

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	0.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	$325
Capitalization Rate	-

REMARKS

At the time of sale, the property was completely vacant. 214 parking stalls. Industrial Space 60%, Office Space 40%. Official Plan designated General Employment Areas and Zoning is EO 1.5 (e1.5; o1.5) (Employment Industrial Office Zone).

COMPARABLE 2: Single Tenant Industrial
25 Bodrington Court, Markham, ON, Markham, ON

LOCATION / SITE INFORMATION

Address	25 Bodrington Court, Markham, ON
City, Province	Markham, ON
Legal Description	Long legal exists
Site Size	1.7 Acres (73,181 SF)
Topography	Level
Location	Good
Access	Good
Zoning	EMP-GE - Employment - General Employment

SALE INFORMATION

Purchaser	RRRealty Co. Limited
Vendor	Griffin Group Real Estate Ltd.
Transaction Date	October 29, 2025
Transaction Status	Recorded
Transaction Price	$13,000,000
Analysis Price	$13,000,000
Recording Number	-
Rights Transferred	Fee Simple
Financing	Loan from Bank
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Light Industrial
Building Structure	Concrete/Block
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	30,317
Year Built	1991
% Office	31.3%
Site Coverage Ratio	37.2%
Loading Docks	4
Clear Height (ft)	18

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	0.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	$429
Capitalization Rate	-

REMARKS

This transaction pertains to the sale of a 30,317 square foot industrial building. The property is situated in the southeast quadrant of Woodbine Avenue and Highw ay 7 in the City of Markham. The property offers 70 paved surface level parking spaces and is serviced by 3 truck-level doors and 1 drive-in level door. Clear height in the building is approximately 18.25 feet. At the time of sale, the property w as completely vacant. Prior to the sale of this transaction, the property w as not listed on MLS.

COMPARABLE 3: Owner-Occupied Industrial
190 Harry Walker Parkway, Newmarket, ON, Newmarket, ON

LOCATION / SITE INFORMATION

Address	190 Harry Walker Parkw ay, New market, ON
City, Province	New market, ON
Legal Description	Long legal exists
Site Size	3.0 Acres (130,846 SF)
Topography	Level
Location	Good
Access	Good
Zoning	EG - Employment General

SALE INFORMATION

Purchaser	MANSTEEL REBAR LTD.
Vendor	ALBULAK GROUP INVESTMENTS LIMITED PARTNERSHIP; 1000924008 ONTARIO INC.
Transaction Date	July 7, 2025
Transaction Status	Recorded
Transaction Price	$20,999,000
Analysis Price	$20,999,000
Recording Number	-
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Steel/Frame
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	71,057
Year Built	1993
% Office	14.1%
Site Coverage Ratio	54.3%
Loading Docks	4
Clear Height (ft)	0

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	$296
Capitalization Rate	-

REMARKS

The industrial property w as originally built in 1990 and expanded in 2001. According to the listing information, the property features a total building area of 71,057 square feet, w hich includes 10,000 square feet of office space spread across tw o stories. The industrial space features a clear height ranging from 24 to 28 feet and is equipped w ith eight cranes, each w ith a load capacity varying from 5 tons to 22 tons.

The property w as listed on the MLS on January 7, 2025, for $22,000,000. A purchase and sale agreement w as completed on February 10, 2025, and the transaction w as officially closed on July 7, 2025, for a total of $20,999,000. At the time of the sale, the property w as completely vacant.

COMPARABLE 4: Single-Tenant Industrial
946 Edgeley Boulevard, Vaughan, ON, Vaughan, ON

LOCATION / SITE INFORMATION

Address	946 Edgeley Boulevard, Vaughan, ON
City, Province	Vaughan, ON
Legal Description	Long legal exists
Site Size	1.9 Acres (83,199 SF)
Topography	Level
Location	Good
Access	Average
Zoning	EM1 - Prestige Employment

SALE INFORMATION

Purchaser	SVP Sports (2074278 Ontario Inc.)
Vendor	1001229657 Ontario Inc.
Transaction Date	May 29, 2025
Transaction Status	Recorded
Transaction Price	$18,950,000
Analysis Price	$18,950,000
Recording Number	-
Rights Transferred	Fee Simple
Financing	All Cash
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Concrete
Design / Layout	Average
Quality	Average
Condition	Good
Building Size (SF)	43,852
Year Built	1997
% Office	20.0%
Site Coverage Ratio	48.1%
Loading Docks	4
Clear Height (ft)	21

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	0.0%	
Expenses % of GI / EGI	N/Av	N/Av

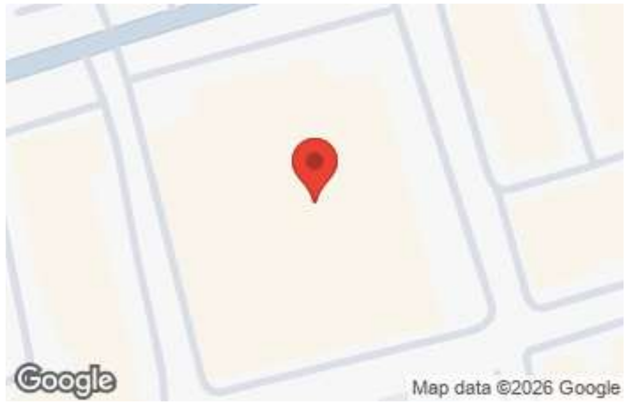
ANALYSIS INFORMATION

Price Per SF	$432
Capitalization Rate	-

REMARKS

This transaction pertains to the sale of a freestanding single-tenant industrial building in Vaughan, Ontario. The property is improved w ith a predominantly one-storey industrial building w ith a small front office portion across tw o floors, and a site coverage of approximately 48%. The improvements feature a maximum clear height of approximately 21 Feet, w ith 2 drive-in doors and 2 truck level doors. The interior of the improvements measure 43,851 SF w ith approximately 8,770 SF of office space. At the time of sale, the property w as completely vacant. According to information available, the property w as on the market for approximately three and a half months at an asking price of $21,999,000.

COMPARABLE 5: Single Tenant Industrial
35 Mobile Drive, Toronto, ON, Toronto, ON



LOCATION / SITE INFORMATION	
Address	35 Mobile Drive, Toronto, ON
City, Province	Toronto, ON
Legal Description	Long legal exists
Site Size	2.1 Acres (90,654 SF)
Location	Good
Access	Good
Zoning	MC(H)

SALE INFORMATION	
Purchaser	35 Mobile Drive Limited
Vendor	"The Ontario Secondary School Teachers' Federation"
Transaction Date	May 28, 2025
Transaction Status	Recorded
Transaction Price	$11,450,000
Analysis Price	$11,450,000
Recording Number	-
Rights Transferred	Fee Simple
Financing	All Cash
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION	
Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Brick
Design / Layout	Average
Quality	Average
Condition	Good
Building Size (SF)	46,718
Year Built	1958
% Office	22.0%
Site Coverage Ratio	51.5%
Loading Docks	6
Clear Height (ft)	14.2

OPERATING INCOME	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	0.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION	
Price Per SF	$245
Capitalization Rate	-

REMARKS

This transaction pertains to the sale of a 46,718 square foot, freestanding industrial building situated on 2.08 acres located in the southeast quadrant of the Don Valley Parkw ay (DVP) and Eglinton Avenue East in the City of Toronto. The property provides functional shipping w ith five truck level doors accommodating 53' trailers and one drive-in door. The building exhibits a low clear height of 14.2 feet. Prior to the sale of this transaction, the property w as originally listed for $14,500,000 and w as on the market for 307 days.

COMPARABLE 6: Single Tenant Industrial
33 West Beaver Creek Road, Richmond Hill, ON, Richmond Hill, ON

LOCATION / SITE INFORMATION

Address	33 West Beaver Creek Road, Richmond Hill, ON
City, Province	Richmond Hill, ON
Legal Description	Long legal exists
Site Size	7.4 Acres (320,732 SF)
Topography	Level
Location	Good
Access	Good
Zoning	M1 - High Performance Industrial

SALE INFORMATION

Purchaser	KS 33 West Beaver Creek Inc.
Vendor	33 West Beaver Creek Road Inc.
Transaction Date	May 26, 2025
Transaction Status	Recorded
Transaction Price	$39,500,000
Analysis Price	$39,500,000
Recording Number	-
Rights Transferred	Fee Simple
Financing	Loan from Bank
Conditions of Sale	Arm's Length

IMPROVEMENTS INFORMATION

Property Type	Industrial
Sub-Type	Warehouse
Building Structure	Glass/Steel
Design / Layout	Good
Quality	Good
Condition	Good
Building Size (SF)	183,394
Year Built	1987
% Office	16.2%
Site Coverage Ratio	52.5%
Loading Docks	11
Clear Height (ft)	24

OPERATING INCOME

	TOTAL	PER SF
Gross Income	N/Av	N/Av
Vacancy & Credit Loss @ N/Av	N/Av	N/Av
Effective Gross Income	N/Av	N/Av
Expenses	N/Av	N/Av
Contingency	N/Av	N/Av
Net Operating income	N/Av	N/Av
Occupancy at Sale	100.0%	
Expenses % of GI / EGI	N/Av	N/Av

ANALYSIS INFORMATION

Price Per SF	$215
Capitalization Rate	-

REMARKS

This transaction pertains to the sale of a single tenant industrial building exhibiting a total net rentable area of 183,394 square feet, including 29,700 square feet of office space over two floors. The building exhibits a clear height of 24 feet, is serviced by 10 truck level doors and 1 drive-in level door. In discussions with the brokers involved, the vendor had retained the business but sold the real estate. It should also be noted that this is not a true sale-leaseback and does not represent a market cap rate. It was advised that there was a lot of capital expenditure involved with the transaction. Prior to the sale of this transaction, the property was not listed on MLS.

This is **Exhibit "5"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

CONFIDENTIAL

February 13, 2026:

2139654 Ontario Limited & Novo Plastics Inc.
388 Markland Street
Markham, ON L6C 1Z6

Mr. Baljit Sierra

Thank you for considering FCC for your lending requirements.

Further to our meetings and discussions, for your review below are the details of your financing requirements, as understood by FCC. The information will give you a general understanding of the credit facility, security requirements and expected conditions which will be required by FCC.

This document serves as a basis to discuss the requested financing and does not constitute a commitment on our part to provide you with the said financing. If you decide to enter into a financing arrangement with FCC, FCC may require additional information, specific security or conditions. These will be discussed with you and detailed in a draft Credit Agreement provided to you at a later date.

This letter contains information on terms, conditions and security taken directly from the information you provided to us. Any significant change resulting from our careful verification of this information may entail changes to the terms, conditions and security of the financing offer that we could provide.

The details of this document are confidential and cannot be divulged to other parties without FCC's prior written consent.

1. **Purpose of the credit facility**

Provide term financing for debt consolidation and free up working capital.

Project		Financing	
Existing Mortgage	$19,800,000	FCC credit facility	~~$25,000,000~~ 27,000,000
Existing Term Loan	$2,220,000		
Government Loan(s)	$0		
Paydown LOC	~~$2,780,000~~ 4,780,000		
Closing Costs	$200,000		
Total	~~$25,000,000~~ 27,000,000	Total	~~$25,000,000~~ 27,000,000

2. Possible credit facility terms

Based on the information currently available, the terms and conditions of this financing would be as follows:

Borrower(s):	2139654 Ontario Limited & Novo Plastics Inc.
Guarantor(s):	Baljit Sierra
Total credit facility amount:	~~$25,000,000~~ 27,000,000

Loan #1

Loan amount:	$10,000,000
Product:	Standard Mortgage
Loan terms and amortization:	24 years
Repayment terms:	Borrower may make interest only payments on the loan for a maximum of 12 months following the month of disbursement, after which point, the loan is to be termed out with blended monthly payments of principal and interest over the course of 24 years.
Interest rate Options:	1-year Fixed Closed – 5.25% 3-year Fixed – 5.65% 5-year Fixed – 5.75% 5-year Variable – 5.50% 7-year Fixed – 6.00% 10-year Fixed – 6.50%
Comments:	These rates are subject to change at any time. Splitting the total financing package into 3 separate loans, allows the customer maximum flexibility to diversify and hedge interest rate risk to their own personal risk comfort.

Loan #2

Loan Amount:	$10,000,000
Product:	Standard Mortgage
Loan terms and amortization:	24 years
Repayment terms:	Borrower may make interest only payments on the loan for a maximum of 12 months following the month of disbursement, after which point, the loan is to be termed out with blended monthly payments of principal and interest over the course of 24 years.
Comments:	These rates are subject change at any time. Splitting the total financing into 3 separate loans, allows the customer maximum flexibility to diversify and hedge interest rate risk to their own personal risk comfort.

Loan #3

Loan Amount:	~~$5,000,000~~ 7,000,000
Product:	Standard Mortgage
Loan terms and amortization:	24 years
Repayment terms:	Borrower may make interest only payments on the loan for a maximum of 12 months following the month of disbursement, after which point, the loan is to be termed out with blended monthly payments of principal and interest over the course of 24 years.
Comments:	These rates are subject change at any time. Splitting the total financing into 3 separate loans, allows the customer *maximum flexibility to diversify* and hedge interest rate risk to their own personal risk comfort.

3. **Security requirements**

The minimum security that FCC will require for the credit facility is:

- a Mortgage in the amount of $31,800,000 registered against the property located at 388 Markland Street, Markham, ON.
- Security Agreement granting FCC a security interest in all of the present and after acquired personal property of 2139654 Ontario Limited & Novo Plastics Inc.
- a guarantee given by Baljit Sierra in an unlimited amount.
- an Assignment, Postponement and Subordination Agreement from the shareholders of 2139654 Ontario Limited & Novo Plastics Inc.

4. **Expected conditions**

The minimum conditions that will be included in the Credit Agreement are:
- FCC shall have completed its valuation to confirm the value of the property.
- Funds to be advanced upon satisfactory site inspection by an FCC representative.

Insurance
- The following insurance is to be in place prior to the advancement of any loan funds:
  (1) full insurable value, all perils insurance, including boiler and pressure valve coverage, including a rider during construction.
  (2) liability insurance of not less than $5,000,000 per occurrence; and
  (3) such other insurance as FCC may reasonably request.
  (4) All to be irrevocably assigned to FCC in place for the term of loan plus any renewal periods.

5. **Expected ongoing covenants**

The minimum covenants you will be expected to make in the Credit Agreement are:

a. to provide the following statements to FCC within 120 days:
- annual Audited financial statements of Novo Plastics Inc.;
- annual Compilation Engagement financial statements of 2139654 Ontario Limited;
- accountant prepared combined statement for 2139654 Ontario Limited & Novo Plastics Inc.;
- biennial personal net worth statement from Baljit Sierra;
- annual budget and cash-flow forecast of Novo Plastics Inc. for the following year; and
- based on the accountant prepared combined financial statements of 2139654 Ontario Limited & Novo Plastics Inc. demonstrating:
  - Fixed Charge Coverage Ratio tested annually will not be less than 1.20x;

6. **Supporting documents**

The following documents are required for credit analysis:
- Net Worth statement of Baljit Sierra completed and signed on FCC standard form.
- KYC documentation as required for all borrowers and guarantors.
- Any other documentation that FCC may reasonably require.

7. Fees

a. **Loan processing fee:**
A non-refundable loan processing fee of $7,500 will be due upon acceptance of this letter. The non-refundable loan processing fee is provided for consideration of completing the loan application.
The balance of the loan processing fee ($80,000) shall be deducted from the loan advance upon disbursement of the loan.

b. **Annual review fee:**
During the term of the New Loan(s), you must pay us an annual review fee of: $1,000

c. **Non-compliance fees:**

If you breach a financial covenant you will pay to FCC a risk adjustment fee equal to: 10 basis points (0.01%) of the credit facility balance at fiscal year-end.

Fees represent FCC's liquidated damages, not penalties, to compensate FCC for the higher than forecast risk and/or non-performance of a covenant. Liquidated damages means the parties acknowledge and agree that this fee is a reasonable estimation of the actual damages suffered by FCC upon a breach contemplated by this section, and that you will pay the fee to FCC in the event of such a breach. You acknowledge that the precise amount of FCC's actual damages would be extremely difficult to calculate and that the fee set out in the Agreement represent a reasonable estimate of the actual damages and effort incurred by FCC in responding to a breach. Fees are due on demand. Payment of a fee does not cure a default and does not affect our remaining rights under this Agreement or any other document.

d. **Reporting and monitoring default fees**
If you breach a Reporting and Monitoring Covenant, you will pay FCC a default fee of: $1,000 per breach.

8. **Expiry date of acceptance of the letter of intent**

This letter of intent is valid until February 27, 2026. If FCC does not receive a signed copy of this letter of intent along with the payment of the non-refundable processing fee, the letter will be considered expired.

Upon request, FCC may extend the expiry date for a predetermined period.

Sincerely yours,

[redacted]

Acceptance

The undersigned hereby acknowledges and agrees to the terms and conditions as presented in this letter of intent. The undersigned further requests that FCC proceed with the required documentation and steps in order to process and complete the credit facility set out in this proposal. Enclosed is a cheque for $7,500 to cover non-refundable costs for processing the application.

I understand that this letter of intent is not an offer of financing from FCC and, as such, the details outlined herein may change.

March 4/26
(Dated)

(Borrower signature)
BALJIT SIERRA
2139654 ONTARIO LIMITED + NOVOPLASTICS Inc
(Print borrower name)

pathward

February 5, 2026

FOREIGN REPRESENTATIVE OFFICE

Baljit Sierra
CEO
Novo Plastics Inc
388 Markland Street
Markham, ON
L6C 1Z6

Re: Non-Binding Credit Proposal for Novo Plastics Inc (hereinafter "Borrower")

Dear Baljit:

Thank you for the opportunity to support your business objectives. This letter confirms that you have requested Pathward, National Association ("Pathward") to provide a $5,000,000 (mixed currencies) Asset Based Loan Facility to your company. Below is an outline of the terms of a relationship with Pathward, contingent upon satisfactory completion of due diligence, collateral verification, credit committee approval and the execution of Pathward's closing documents. Please note that this is a proposal letter only and does not imply any commitment on the part of Pathward. All amounts referred to herein are in Canadian Dollars unless specified otherwise.

Loan Amount:	**Note A:** A Canadian Dollar revolving line of credit of CAD$4,000,000. **Note B:** A US Dollar revolving line of credit of USD$1,000,000.
Purpose of Loan:	Together with the Real Estate and M&E refinancing to provide for working capital and payoff line of credit at TD.
Interest Rate:	**Note A:** Variable; Canadian Dollar Prime Rate (as determine by BMO) + 2.50% with a floor of 4.5%. **Note B:** Wall Street Journal Prime Rate + 2.50% with a Prime Rate floor of Floor 6.75%
Collateral:	Loan shall be secured by a perfected security interest in all assets including a first security interest in Accounts Receivable and Inventory.
Advance Formula:	Up to 90% (assuming dilution of less than 2.5%) of Eligible Accounts Receivable aged less than 90 days (110 days for Orbis) from invoice date.

5480 Corporate Drive
Suite 350
Troy, Michigan 48098

Main 248.641.5100
Toll Free 888 999 6088
Fax 248 641 5101

pathward

Eligible Accounts Receivable shall be determined as part of due diligence.

Should any one account debtor have over 25% of its receivables balance over 90 days (110 days for Orbis) ineligible, the full account will become ineligible.

Other ineligibles include, but not limited to, Foreign Accounts Receivable (non-Canadian and non-US accounts) not covered by insurance, Contra Accounts, intercompany, accrued customer discounts, cash on delivery accounts, etc. For further clarity Pathward will confirm that Orbis has sufficient insurance coverage at Pathward discretion.

Loan Fee: **Note A & Note B**: 1% of the Loan Amount, all of which is fully earned as of the closing date. Such fee will be payable in 12 equal monthly installments on the first day of each month.

Minimum Loan Balance: Interest shall be calculated on the higher of the actual average monthly loan balance from the prior month or a minimum average loan balance of $1,000,000.

Early Exit Fee: If the Agreement is terminated by the Borrower prior to the twenty-four (24) month anniversary date, an early Exit Fee will be due as follows: 2% of the Maximum Loan Amount year 1 and 1% of the Maximum Amount year 2. The exit fee will automatically renew for an additional twelve (12) months unless written notice is given at least 60 days prior to the second anniversary date of the Agreement. The Early Exit Fee will be waived after the first year if the facility is repaid by a Tier One Canadian Lender.

Guaranty: Corporate secured guarantees of 2139654 Ontario Limited.

Demand Feature: These facilities are due on demand.

Cash Management: All debtors will be notified to make payments to a BMO Blocked Account, payable to the Borrower. Borrower will pay the cost of the BMO Blocked Account at Pathward's prevailing rates. Borrower will be given credit for daily deposits when reported to Pathward for purposes of computing borrowing availability, however, cash will be applied to the loan balance after 2 business day's clearance.

Financial Reports: Borrower shall forward, as requested, all pertinent information, including but not limited to monthly financial statements and A/P agings, annual projections, and other information as reasonably requested by Pathward. Borrowing base certificates will be provided with each advance request, but no less often than weekly. On each certificate, Borrower will report the activity affecting the A/R and loan balance,

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including a receivable aging, sales and cash receipts journals, credit memos, adjustments, discounts, etc. with copies of invoice samplings along with backup documentation over a dollar amount to be mutually agreed upon.

Good Faith Deposit& Expenses: Borrower is responsible for all out of pocket expenses incurred by Pathward in underwriting the proposed facility. A good faith deposit is required upon acceptance of this proposal. Upon funding of this transaction, the deposit less all Pathward expenses (including legal fees) will be credited to your account. If after completion of our due diligence Pathward declines this transaction, Pathward will refund the deposit less all incurred expenses. If you choose not to proceed with your application, the entire deposit will be retained by Pathward. In the event Pathward's due diligence costs exceed the deposit, Borrower will be responsible for the difference, payable at closing or upon demand, at Pathward's option.

Other Conditions: 1) Field Examinations – Waived, absent default.

2) Inventory appraisal - Waived.

3) Financial Covenants – Waived.

4) Availability at closing shall be reduced by a one-time reserve in an amount equal to the total of unaffiliated accounts payable greater than 60 days from due date. This reserve is released after closing. Consideration will be given where there is no supplier pressure.

5) All shareholder and/or related party debt shall be subordinated to Pathward, on terms satisfactory to Pathward, at Pathward's sole discretion.

6) Minimum opening availability of $500,000.

7) Intercreditor with other term debt and seller notes acceptable to Pathward.

8) Lender reserves the right to apply reserves for potential preferential creditor or employee related items such as, but not limited to, provisions under the Wage Earner Protection Program Act ("WEPPA") and any past due government source deductions or sales tax related remittances as deemed necessary by the Lender.

9) Borrower shall execute or cause to be executed documents, subordination or intercreditor agreements and other such legal agreements as are usual and customary for transactions of this type, including but not limited to, security agreements, landlord waivers, schedules and loss payee endorsements on insurance policies acceptable to Pathward covering the assets, all of which shall contain provisions,

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representations, covenants and events of default ~~as are~~ satisfactory to Pathward and its counsel.

$15,000 R

If this Credit Proposal meets with your approval, kindly indicate your acceptance of the terms stated herein by executing and returning a copy to us along with your deposit for ~~$30,000~~. If your company does not accept this Credit Proposal within 2 weeks of the date hereof, all provisions herein become null and void. Upon your acceptance below, you authorize Pathward to file a PPSA Financing Statement in the appropriate jurisdiction to perfect our security interest in the collateral defined above.

Pathward is pleased to make this proposal and looks forward to providing the working capital to meet your needs.

Should you have any questions, please do not hesitate to call.

Sincerely,

PATHWARD, NATIONAL ASSOCIATION

[redacted]

[redacted]
First Vice President

AGREED AND ACCEPTED:

Novo Plastics Inc

By: ____________________

Print Name: BALJIT SIERRA

Title: PRES/CEO

Date: Apr. 17/2026

Wiring instructions for due diligence deposit:

Bank Name: BMO – Bank of Montreal
100 King St West
Toronto, ON, M5X 1A3

Account Name: Pathward, National Association
5480 Corporate Drive, Suite 350
Troy, MI 48098

SWIFT#: BOFMCAM2
Account #: 1556-921
Bank ID #: 001
Branch Transit: 00022
Region Code: 2
Reference: Novo Plastics Inc

Confirmation: To expedite acknowledgement of receipt at Pathward, please email the wire transfer confirmation information to ndounas@pathward.com.

This is **Exhibit "6"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

8:00

16

On Aug 17, 2026, at 3:06 PM, Lawrence, Randy <randy.lawrence@fcc-fac.ca> wrote:

Hi Baljit,

With your permission, I'd to be able to share all documentation with Meridian Credit Union to try and facilitate the Pari Passu transaction.

Do you consent to FCC sharing all information that has been provided regarding (1) Novo Plastics Inc., (2) 2139654 Ontario Limited, and (3) you personally (Baljit Sierra), with another financial institution?

Reply all

Forward

7:58 17

It's been communicated to me that we should have a formal decision by mid-week, but I will keep you in the loop.

Thank you,

Randy Lawrence
[He, him, his / Il, lui]
SENIOR RELATIONSHIP MANAGER / DIRECTEUR PRINCIPAL DES RELATIONS D'AFFAIRES
FCC I FAC
20 Pugsley Cr. / 20 Cour Pugsley
Ajax ON L1Z 0K4
Cell: (905) 767-3563
fcc.ca / fac.ca
FCC social media / Médias sociaux FAC

DREAM. GROW. THRIVE.
RÊVER. BÂTIR. RÉUSSIR.

Reply all Forward

99+ 1

This is **Exhibit "7"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

[redacted]

From: <grant_contribution_system-systeme_subvention_contribution@ised-isde.gc.ca>
Date: Thu, Jan 29, 2026 at 6:47 PM
Subject: Receipt of your application for FedDev Ontario funding - FP
To: <baljit.sierra@novoplas.com>

Dear applicant

Legal Name: Novo Plastics Inc.

This is to acknowledge receipt of your application for FedDev Ontario funding. Your application will be reviewed in accordance with program intake deadlines.

Please save this confirmation message, along with your application number, for your reference:

Application Number: 8586320260129

We encourage you to stay updated on program information and applicable intake dates by visiting the FedDev Ontario website.

Please do not reply to this email as it is generated by our system.

--

Baljit Sierra

President and CEO

NOVO
388 Markland Street
Markham, Ontario L6C 1Z6
Office: 905.887.8818 ext 250
Fax: 905.887.8846
Mobile: 416.844.7580
email - baljit.sierra@novoplas.com

www.novoplas.com

This is **Exhibit "8"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

From: "FedDevOntario (FDO/FDO)" <Fdo.Feddevontario.Fdo@FedDevOntario.gc.ca>

Subject: Regional Tariff Response Initiative - Application Status

Date: August 4, 2026 at 3:08:52 PM EDT

To: "baljit.sierra@novoplas.com" <baljit.sierra@novoplas.com>

Hi Baljit,

Thank you for contacting FedDev Ontario. I checked our system and can confirm that application #8586320260129 continues to be with our assessment team.

We understand that the assessment process is taking longer than expected. We appreciate your patience and apologize for the delay. I can assure you that each application is being given due consideration.

You will receive an email from our program team when a funding decision is available. We continue to recommend checking your junk email folder, as the emails from our program team often are marked as spam.

Please let us know if you have further questions.

Regards,

Paige

Federal Economic Development Agency for Southern Ontario / Government of Canada

info@feddevontario.gc.ca / 1-866-593-5505

Agence fédérale de développement économique pour le Sud de l'Ontario / Gouvernement du Canada

info@feddevontario.gc.ca / 1-866-593-5505

We invite you to subscribe to our Southern Ontario Spotlight monthly newsletter, view our Pivotal Projects and follow us on Twitter, Instagram, LinkedIn and Facebook for more information on new programming and how we are growing businesses, cultivating partnerships and building strong communities in southern Ontario.

Nous vous invitons à vous abonner à notre bulletin d'information mensuel L'actualité économique du Sud de l'Ontario, à prendre connaissance de nos projets majeurs, et à nous suivre sur Twitter, Instagram, LinkedIn et Facebook pour obtenir de plus amples renseignements sur nos nouveaux programmes et sur la manière dont nous favorisons la croissance des entreprises, cultivons les partenariats et bâtissons des collectivités fortes dans le Sud de l'Ontario.

From: **Baljit Sierra** baljit.sierra@novoplas.com
Subject: Re: Action Required: Application to the Federal Economic Development Agency for Southern Ontario / Mesure à prendre : Demande à l'Agence fédérale de développement économique pour le Sud de l'Ontario
Date: September 14, 2026 at 10:04 AM
To: FDO Business Applications / Demandes des entreprises FDO (FDO) fdobusinessapplications-demandesdesentreprisesfdo@feddevontario.gc.ca

Baljit Sierra, JD, MBA

President and CEO
388 Markland St.
Markham, Ontario
L6C 1Z6
Office: (905) 887-8818 Ext. 250
Fax: (905) 887-8846
Mobile: (416) 844-7580
Email: baljit.sierra@novoplas.com
Web: www.novoplas.com

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> On Sep 9, 2026, at 11:55 AM, FDO Business Applications / Demandes des entreprises FDO (FDO) <fdobusinessapplications-demandesdesentreprisesfdo@feddevontario.gc.ca> wrote:
>
> *La version française suit. French follows*
>
> **Re: Application to the Federal Economic Development Agency for Southern Ontario**
>
> Thank you for your application for funding to the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) under the Regional Tariff Response Initiative (RTRI).
>
> On August 25, 2026, the Government of Canada announced new supports for businesses affected by tariffs, including an expansion of the RTRI offering new forms of assistance and revised eligibility requirements.
>
> Effective September 8, 2026, eligible tariff-affected businesses operating in southern Ontario that generated at least $1 million in annual revenue in at least one of their two most recent fiscal years may apply for one or a combination of the following:
>
> - **Liquidity assistance (new)**: Up to $2 million in non-repayable support to help maintain employment and operations in Canada; and **either**
> - **Non-repayable pivot project funding**: Up to $1 million for projects that improve productivity, catalyze growth, diversify markets or strengthen resilience; **or**
> - **Repayable pivot project funding**: Over $1 million in support for larger transformation and capital investment projects.
>
> As your application was received before the enhanced RTRI was introduced, we wanted to make you aware of the options available to you:
>
> 1. **Keep your current application active.** It will continue to be assessed under the program parameters that applied when it was submitted.
> 2. **Withdraw your current application and re-apply under the enhanced RTRI** for liquidity assistance, pivot project funding, or both. Your new application would be assessed against the revised eligibility and program requirements.

Please reply to this email by September 25th to let us know how you wish to proceed. Please include your application number as part of your response. In the absence of a response, we will assume that you have chosen not to move forward with an application at this time and will update our records accordingly.

For complete eligibility requirements, program details and how to register for information sessions on the expanded RTRI, please visit FedDev Ontario's RTRI webpage.

Sincerely,

Jordan Grensewich
Director, Investment Analysis and Execution
Federal Economic Development Agency for Southern Ontario

The English version precedes. L'anglais précède le français.

Objet : Demande à l'Agence fédérale de développement économique pour le Sud de l'Ontario

Nous vous remercions d'avoir présenté une demande de financement dans le cadre de l'Initiative régionale de réponse tarifaire (IRRT) à l'Agence fédérale de développement économique pour le Sud de l'Ontario (FedDev Ontario).

Le 25 août 2026, le gouvernement du Canada a annoncé de nouvelles mesures de soutien destinées aux entreprises touchées par les droits de douane, notamment un élargissement de l'IRRT proposant de nouvelles formes d'aide et des exigences relatives à l'admissibilité révisées.

À compter du 8 septembre 2026, les entreprises admissibles touchées par les droits de douane qui exercent leurs activités dans le Sud de l'Ontario et qui ont réalisé un chiffre d'affaires annuel d'au moins un (1) million de dollars au cours d'au moins l'un de leurs deux derniers exercices peuvent présenter une demande pour bénéficier d'une ou de plusieurs des mesures suivantes :

- **Soutien de la liquidité (nouveau)** : Jusqu'à deux (2) millions de dollars non remboursables pour contribuer au maintien des emplois et des activités au Canada; et **soit**
- **Financement non remboursable pour un projet de réorientation** : Jusqu'à un (1) million de dollars pour des projets visant à améliorer la productivité, à stimuler la croissance, à diversifier les marchés ou à renforcer la résilience; **ou**
- **Financement remboursable pour un projet de réorientation** : Un soutien de plus d'un (1) million de dollars pour les grands projets de transformation et d'investissement en capital.

Comme votre demande a été reçue avant la mise en place de l'IRRT améliorée, voici les options qui s'offrent à vous :

1. **Garder votre demande actuelle active.** Elle continuera d'être évaluée selon les paramètres du programme qui s'appliquaient au moment de sa présentation.
2. **Retirer votre demande actuelle et en présenter une nouvelle dans le cadre de l'IRRT améliorée** pour obtenir du soutien de la liquidité, du financement pour un projet de réorientation, ou les deux. Votre nouvelle demande serait évaluée en fonction des nouveaux critères d'admissibilité et des nouvelles exigences du programme.

Veuillez répondre à ce courriel d'ici le 25 septembre pour nous indiquer comment vous souhaitez procéder. Veuillez inclure votre numéro de demande dans votre réponse. En l'absence de réponse, nous considérerons que vous avez choisi de ne pas aller de l'avant avec votre demande pour le moment et nous mettrons nos dossiers à jour en conséquence.

Pour connaître toutes les exigences relatives à l'admissibilité, les renseignements sur le programme et le processus à suivre pour s'inscrire aux séances d'information sur l'IRRT améliorée, veuillez consulter la page Web de FedDev Ontario sur l'IRRT.

Sincères salutations,

Jordan Grensewich
Directeur, Analyse et exécution des investissements
Agence fédérale de développement économique pour le Sud de l'Ontario

This is **Exhibit "9"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

XCAPITAL

489 Queent St E, Suite202
Toronto, Ontario, M5A 1V1
E: deposit@xcap.ai

September 9, 2026

Lender Reference: 15873

Attention: 2139654 Ontario Ltd and any other Co-Borrowers/Guarantors as set out below.

RE.: Conditional Commitment Letter – 388 Markland Street Markham ON L6C 1Z6, and any other Property(ies) as set out below.

Further to our recent discussions, this letter will serve to express the interest of X Capital Real Estate & Mortgage Fund, in providing financing for the captioned matter. This conditional commitment letter is not to be construed as a binding commitment by X Capital Real Estate & Mortgage Fund, and, as such, the terms and conditions may be broadened in the documentation process.

PROPERTY(IES)	388 Markland Street Markham ON L6C 1Z6
PURPOSE	Refinance / Refinance
BORROWER(S)	2139654 Ontario Ltd
GUARANTOR(S)	Baljit Sierra
LENDER	X Capital Real Estate & Mortgage Fund and or its Assignees
MORTGAGE ADMINISTRATOR	JB Legal C/O Mandeep (Jag) Brar, 5685 McLaughlin Rd., Mississauga, ON L5R 3K5
SECURITY	First charge on The Property
LOAN AMOUNT	$34,450,000.00
TERM	12 months
INTEREST RATE	8.75% per year or RBC Prime Commercial Lending Rate plus 2.30% per year, whichever is higher. Interest is calculated on a 365/actual number of days basis and payable in arrears.
MONTHLY PAYMENT	Payment Schedule attached.
INTEREST RESERVE	An amount of $1,507,187.50 will be deducted from the proceeds of the Loan and held in the Lender Trust Account as an interest Reserve Account for the Loan. The amount held in the Interest Reserve Account will be spread evenly across 6 months of the term and will be utilized by the Lender to pay approximately $251,197.92/month of the monthly payment. The Borrowers designated account will be debited for the remaining monthly payments due over the term of the loan. The borrower undertakes to replenish the Interest reserve account in the event of a shortfall to pay for the monthly payments of the Loan. In the event the Loan is repaid before the maturity of the Loan, subject to the terms of the Repayment clause of the Loan, any unutilized amounts held in the Interest Reserve account will be credited to the

Initials:

	Borrower.
AMORTIZATION	Interest only mortgage.
FUNDING	The Loan Amount will be funded at the registration of the mortgage. The proceeds of this Loan shall be advanced in one single draw less Lender fees, Interest Reserve (if applicable), legal fees, interest adjustment and disbursements.
REPAYMENT	The Loan will be open for prepayment during the Term of the Loan. In addition to the above, the Borrower/Guarantor to provide written notice 30 days prior to repaying the loan, failing which an additional payment equivalent to 30 days interest will be payable by the Borrower
LENDER'S FEES	$689,000.00 (2.00%) of the Loan amount will be earned upon execution of this conditional Commitment Letter. Upon signing of this letter the Borrower / Guarantor will pay a $10,000.00 deposit by email transfer to deposit@xcapital.ai that will be applied towards the Lender's Fees on closing. The deposit is refundable, net any costs incurred by the Lender, in the event that the Lender decides not to proceed with the Loan and no material changes have occurred. The Lender may pay a referral fee from the Lender Fees collected for the Loan to the referring entity.
LEGAL ADMINISTRATION FEE	$5,768.50 (including HST) plus disbursements will be deducted from the advance.
INT. ADJ. DATE	The 9th day of the month following the date of the advance of funds.
AVAILABILITY	The Loan advance shall be available until November 09, 2026, failing which this conditional commitment will be cancelled or extended at the Lender's sole option.

The contents of this conditional commitment letter are **strictly confidential**. Unless otherwise disclosed, X Capital Real Estate & Mortgage Fund represents only the Lender. The borrower should work with their Broker to ensure that this mortgage is suitable for their needs. All fees, payments, interest payments made with this mortgage are intended for the Lender.
This Commitment Letter (including the schedules attached hereto) reflects the terms and conditions on which the Lender will proceed with a loan application. The Borrower(s) and the Guarantor(s) hereby grant permission to the Lender / Mortgage Administrator or any affiliate company to obtain credit reports to be used in determining the acceptability of credit risk in connection with this loan application.
This conditional commitment letter is open for acceptance until October 9, 2026 after which, in the event that it is not accepted by the Borrower/Guarantor, it shall become null and void. If the terms and conditions of this conditional commitment letter are acceptable, please so indicate by signing below and returning this letter along with a deposit by email transfer to deposit@xcapital.ai in the amount of $10,000.00 in payment towards the Lender's Fee outlined herein by 5.00 p.m. on October 9, 2026

X Capital Real Estate & Mortgage Fund

Jason Singh, Chairman

(647) 203-1960

Initials:

Accepted this 6th day of Sept, 2026

Borrower: 2139654 Ontario Ltd
Per:
I have the authority to bind the Company

Guarantor: Baljit Sierra

Initials:

CONDITIONS PRECEDENT

PLEASE NOTE: Funds for this Loan will not be advanced by the Lender until all of the following conditions are met and maintained. The Lender may terminate the Commitment or decline to advance all or any part of the mortgage until these conditions are satisfied as determined in the Lender's sole discretion.

CONDITIONS FOR BROKER:

1. Property is to be free and clear of all encumbrances.
2. The Lender will require a satisfactory appraisal report for the property located at 388 Markland Street, Markham, ON L6C 1Z6, mandated by the Lender. Appraisal addressed to JB Legal, 5685 McLaughlin Rd, Mississauga, ON L5R 3K5. The Lender reserves the right to request a re-confirmation of the value of the Property(ies) prior to closing.
3. The Lender requires a copy of the Borrowers Disclosure signed by all parties.
4. The Lender requires a valid photo ID for all Borrowers and Guarantors.
5. A $10,000.00 deposit by email transfer to the Lender is required. These funds will be applied towards the Lender's fee on closing.
6. A Letter of Direction for the Broker fees is required.
7. Evidence of Property(ies) insurance in form and substance satisfactory to the Lender, noting TSX Trust Company as the 1st mortgagee and as additional insured for the Property. Guaranteed Replacement clause required. The address of service to be 5685 McLaughlin Rd, Mississauga, Ontario L5R 3K5. Property(ies) located in British Columbia: Earthquake insurance coverage is required.
8. To accept these terms, this Mortgage Commitment must be signed by all parties and returned to the Lender.
9. The Lender requires the Borrower's Solicitor name and address.
10. As per Solicitor conditions, the Borrower(s) must sign a statutory declaration the Property will be leased.
11. The Lender must receive last 3 years Unaudited Financials for the operating Company (NOVO Plastics)

CONDITIONS FOR SOLICITOR:

1. First charge on The Property to be registered in the name of **TSX TRUST COMPANY**. The address of service to be registered c/o JB Legal, 5685 McLaughlin Road, Mississauga, Ontario L5K 3R5.
2. Disburse mortgage proceeds to pay out and discharge from title: TD Term Loan and TD Operating Lines. Remainder of funds to be directed to the borrower(s).
3. No subsequent encumbrances to be registered on the Property and Title of the Property to remain clear of any liens or judgements etc.
4. Monthly payments will be made via Preauthorized Payments ("PAP"). Borrower/Guarantor to provide a copy of a void cheque (not applicable for the months where an Interest Reserve is maintained for the Loan).
5. The Lender requires a Borrower(s) signed statutory declaration the Property will be occupied by Guarantor(s).

Initials:

6. The Lender requires Assignment of Rents for the Property(ies), if applicable.
7. Lender's Title insurance for the Property(ies), including Extended Super Priority Lien Coverage in a form satisfactory to the Lender's Solicitor, in the name of TSX TRUST COMPANY as the Lender, insured. The address of service to be 301-100 Adelaide St. West Toronto, ON M5H 1S3.

OTHER

1. The mortgage on the Property should be kept in good standing.
2. No further encumbrances subsequent to the Lender's registered security on the Property(ies) shall be permitted without the prior written consent of the Lender.
3. Property(ies) taxes must be and must remain current on the Property(ies)
4. The Lender may amend the Interest Rate in their sole discretion at any time prior to the funding of the Loan Amount in the event there is a change to the Bank of Canada's policy rate.
5. All zoning by-laws must be complied with and no outstanding work orders may exist.
6. A NSF charge of $750.00 will be charged on any cheque dishonoured by the bank (NSF or otherwise).
7. Borrower and Guarantors agree not to alter / demolish or conduct any major renovations to the Property(ies) without the written consent of the Lender.
8. If the Lender goes into possession of the Property(ies) an additional monthly management fee equaling two percent (2%) of the Loan amount will be charged to the Borrower/Guarantor.
9. Title to the Property(ies) and the registration of the mortgage must be satisfactory to the Lender and its solicitor
10. Execution of the Lender's standard Statement of mortgage as required under the Mortgage Brokerages, Lenders and Administrators Act, 2006.
11. This commitment may not be transferred or assigned by the Borrower/Guarantor.
12. If a renewal agreement is sent to you to renew this Loan, but we do not receive, by the applicable maturity date, either (i) a duly executed copy of the renewal agreement or (ii) repayment, in full, of the outstanding principal balance, accrued interest and any fees and costs owing under the Loan, we may, in our sole and absolute discretion, elect to extend the Loan for an additional Term of Three (3) months to Six (6) months as determined by us in our sole discretion (the "Extended Term"). During such Extended Term, provided the Loan is in good standing, it shall be open for prepayment upon thirty (30) days' notice, provided that if insufficient notice is provided, an additional payment equivalent to thirty (30) days' interest will be payable by you upon repayment. The Interest Rate of the Loan for the Extended Term shall be based on our then current rates and fees for similar credits. The payment terms of such Extended Term shall be the same as those under the prior Term. If the Loan has not been paid out after two (2) consecutive Extended Terms, in our sole and absolute discretion, the Lender may elect to amend such payment terms to require monthly repayments of principal in addition to interest, based upon an amortization period of twenty-five (25) years. All other terms and conditions of the Loan shall remain the same and apply during the Extended Term, including all fees. In the event such an extension is not made by us, or where a renewal agreement is not sent to you, the Loan shall be payable in full, including all then accrued interest and any fees and costs, on the then applicable maturity date. Notwithstanding the foregoing, we are under no obligation to offer you a Loan renewal or extension at any time and in the event that this Loan is not repaid in full by its maturity date, this loan shall be in default, and we may elect to proceed with legal enforcement of this Loan.
13. Monthly payments will be made via Preauthorized Payments ("PAP"). Borrower/Guarantor to provide a copy of a void cheque.

Initials:

14. The Borrower/Guarantor covenant and agree to take all necessary steps to cure any default under the first mortgages in a timely manner. In the event the Borrower/Guarantor, despite their best efforts, are unable to do so, the Lender shall in its sole discretion and at its sole option be entitled to either make payments under the first mortgage and keep same current or buy out the first mortgage. In either case the Borrower/Guarantor shall be deemed to be obligated to make payments to the Lender at the interest rate of the second mortgage on the payments being made by the Lender to keep the first mortgage current or on the principal balance payout figure of the first mortgage which the Lender has advanced.

15. The Borrower/Guarantor represent and warrant that all information and materials provided to the Lender in connection with this Loan are correct and complete as of the date provided and will continue to be correct and complete on closing, failing which the Lender shall have no obligation to advance the Loan.

16. With respect to the documents required to be delivered to the Lender by the Borrower/ Guarantor, the Borrower's/Guarantor's solicitor shall be required to provide the Lender and the Lender's solicitor with its opinion regarding the registration of all personal property(ies) financing statements, the due authorization, execution, delivery, creation of security interest and enforceability, which opinion shall be in form and substance acceptable to the Lender's solicitor in its sole and absolute discretion.

17. The mortgage documents will include a standard due on sale clause.

18. The mortgage documents will include standard event of default clauses.

19. The Lender shall be entitled to assign, transfer or syndicate this Loan without the consent of the Borrowers. The Borrower(s) and the Guarantor(s) hereby grant permission to the Lender or any affiliate company to disseminate information collected by the Lender in respect of the Borrower and the Covenantors and/or information regarding the Property as required to assign, transfer or syndicate the Loan. All documents which the Borrowers or Guarantors and their representatives have provided in support of this Loan may be disclosed to third parties for the purposes of assigning, transferring or syndicating the Loan, including, without limitation pro forma financial statements, budgets, credit bureaus and personal net worth statements.

20. The Borrower/Guarantor irrevocably agrees to indemnify and hold the Lender harmless from and against any loss, cost, liability or expense incurred as result of the enforcement for any claims for deposit, legal and appraisal, or any other matter in relation to this Loan.

21. All third party costs and expenses incurred whether directly or indirectly by the Lender, including without limitation legal fees and disbursements, appraisal fees, title insurance, etc are payable by the Borrower/Guarantor, whether or not the transaction proceeds as contemplated, and may be deducted from the proceeds of the mortgage. The Borrower/ Guarantor shall pay all costs and expenses imposed by the Lender in connection with any amendments to the mortgage or the security documents, the discharge of the mortgage, preparation of any mortgage statement, dishonoured payments or similar matters during the term of the Loan.

22. Upon execution of the Commitment, the Lender Fee is earned by the Lender. If the Loan Amount is not advanced on the Date of Advance for any reason, unless solely due to the Lender's default, the Borrower/Guarantor shall be obligated to pay to the Lender the Lender Fee as well as any costs and expenses directly or indirectly charged to or incurred by or on behalf of the Lender, including legal fees and disbursements, the broker fee which is payable upon execution of the Commitment, appraisal fees, and title insurance premiums etc. which shall be by way of a charge against the Property(ies), and the Borrower/Guarantor irrevocably authorize and direct the Lender and/or the Lender's Solicitor to register said charge against the Property(ies) in amount equal to the Lender Fees and bearing interest at the Interest Rate.

23. Number and Gender - Words importing the singular include the plural thereof and vice versa and words importing gender include the masculine, feminine and neutral genders.

Initials:

BORROWER / GUARANTOR REPRESENTATION

The borrower represent and warrants that:

1. The Borrower and the Guarantor have the power, capacity and authority to enter into this Commitment and to perform and complete the transaction contemplated herein, all of which have been duly authorized where required by all necessary corporation action and that no consents are necessary; and
2. The Borrower and the Guarantor have not withheld any information of a material nature relating to the Property or to the Borrower or Guarantor.

BORROWER / GUARANTOR ACKNOWLEDGMENTS:
The Borrower acknowledges and represents that:

1. You have considered the risks entailed in private borrowing and your broker has informed you of the risks involved in the Loan;
2. You understand that the terms and the interest rate in this Commitment may be higher and more onerous than institutional lenders;
3. You have had an opportunity to consult legal, accounting or other financial advisors;
4. You understand that if the Lender does not advance the Loan by a certain date, you may be unable to satisfy the intended purpose for the Loan; and
5. When the Loan is due, if the Lender cannot or will not renew the Loan and cannot pay the outstanding balance the Property(ies) may have to be sold in order to repay the Loan.

Initials:

XCAPITAL

Pre-Authorized Debit Agreement (PAD)

TO: JB Legal

BANK INFORMATION	
Loan Number / Property Address	15873 / 388 Markland Street Markham ON L6C 1Z6
Name	
Bank	
Institution #	
Transit #	
Account #	

I, 2139654 Ontario Ltd hereby authorize JB Legal (Mortgage Administrator) to debit MY Account for the installments as per the terms of the Loan.

Every month and/or one-time payments from time to time authorized by ME. In this event, I waive the requirement for JB Legal (Mortgage Administrator) to notify us of the one-time Debit amount.

These services are for _______ Personal _______ Business

This authority is to remain in effect until JB Legal (Mortgage Administrator) has received written notification from ME of its change or termination. This notification must be received at least 14 days before the next debit is scheduled at the address provided below. I may obtain a sample cancellation form, or more information on my/our duties to cancel PAC Agreement at my/our financial institution or by visiting www.cdnpayca.

I warrant that all persons whose signature is required to sign on the account have signed the authorization below.

I HAVE ATTACHED A VOID CHEQUE or FINANCIAL INSTITUTION PRE-AUTHOIRZED DEBIT FORM, which forms part of this document indicating the Financial Institution, Branch, Transit Number, and the Account Number for which the interest payments are to be debited. No reimbursement was provided for such automatic payment authorization.

I permit JB Legal (Mortgage Administrator) to provide this authorization to the financial institution acting on the behalf of JB Legal (Mortgage Administrator).

I authorize JB Legal (Mortgage Administrator) to debit our bank account, in the event we decide to make an unscheduled payment toward our principal and/or arrears balance.

I have certain recourse right if debit does not comply with this agreement. For example, I have the right to received reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for

Initials:

Reimbursement Claim, or for more information on my/our rights, I may contact my/our financial institution or visit cdnpay.ca. And, I make this authorization conscientiously believing it to be true.

2139654 Ontario Ltd	Baljit Sierra (Guarantor)	Date

Initials:

XCAPITAL

AMORTIZATION SCHEDULE

Payment Date	Opening Balance	Payment	Interest Paid	Principal Paid	Closing Balance
2026-12-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-01-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-02-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-03-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-04-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-05-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-06-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-07-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-08-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-09-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-10-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
2027-11-09	$34,450,00.00	251,197.92	251,197.92	0.00	$34,450,00.00
		$3,014,375.04	$3,014,375.04	$0.00	

Initials:

This is **Exhibit "10"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

THIS AGREEMENT OF PURCHASE AND SALE dated in Markham as of the 21st of May, 2026.

BETWEEN:

2139654 ONTARIO LIMITED

(the "**Vendor**")

- and -

TRADEGENTS LTD.

(the "**Purchaser**")

WHEREAS:

A. The Vendor is the legal owner of the Property.

B. The Purchaser is desirous of purchasing from the Vendor and the Vendor is desirous of selling to the Purchaser the Property on the terms and conditions herein set forth.

C. The Vendor intends to have its affiliated corporation, NOVO PLASTICS INC., lease back the Property from the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSES that each of the parties hereto covenants and agrees with the other as follows:

ARTICLE 1
GENERAL

Section 1.1 DEFINITIONS

For the purpose of this Agreement, the recitals hereof and the schedules annexed hereto, each of the following expressions shall have the meaning ascribed to it in this Section 1.1;

"**Adjustments**" has the meaning set forth in Section 4.5 and SectionSection 4.6;

"**Agreement**", "**hereto**", "**hereby**", "**hereunder**", "**hereof'** and similar expressions when used in this agreement and in the attached schedules refer to the whole of this agreement and the attached schedules and not to any particular article or section or portion thereof and includes any and every instrument supplemental hereto, and any reference to an article, section or subsection by number means the appropriate article, section or subsection of this agreement and any reference to a schedule by letter means the appropriate schedule attached to and forming a part of this agreement, unless in any of the cases aforesaid the context is expressly to the contrary;

"**Building**" means, collectively, the building, fixtures and other improvements situate on the Lands, excluding any and all fixtures, equipment and chattels of the Vendor which are used in the manufacturing business carried on by the Vendor.

DS
BS

Initial
DK

"**Business Days**" means the days on which the Land Registry Office for the Province of Ontario are open for registration of documents during normal working hours;

"**Claim**" means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

"**Closing**" means the closing and consummation of the transaction of purchase and sale of the Property pursuant to the terms of this Agreement on the Closing Date;

"**Closing Date**" means June 25, 2026, or such earlier or later date as the Vendor and Purchaser may jointly determine;

"**Contracts**" means any and all contracts and agreements relating to the Property to which the Vendor is a party or by which the Vendor is bound, in its capacity as owner of the Property, in respect of the maintenance, repair, operation, cleaning, security, fire protection or servicing (including, without limitation, utility servicing) of the Property in effect as at the date hereof (except any property management contract or employment contract) and all contracts and agreements relating to any equipment or other assets leased by the Vendor and located on or in the Property in effect as at the date of this Agreement, as well as those contracts and agreements approved by the Purchaser in accordance with Section 5.3;

"**Deposit**" has the meaning set forth in Section 2.2;

"**Encumbrance**" means any pledge, lien, charge, security agreement, security interest, mortgage, encumbrance, easement, right-of-way, restrictive covenant, encroachment, Work Order, option or Claim affecting the Property of any kind or character whatsoever (including notices or other registrations in respect of the foregoing);

"**Escrow Document Registration Agreement**" has the meaning set forth in Section 4.3;

"**Governmental Authority**" means: any, federal, provincial, municipal, local or other governmental or public department or authority, court, tribunal, commission, board, bureau, agency, domestic or foreign (including, the responsible Minister under the *Investment Canada Act* and the Investment Review Division of Industry Canada);

"**HST**" has the meaning set forth in Section 2.7;

"**HST Act**" has the meaning set forth in Section 2.7;

"**HST Certificate**" has the meaning set forth in Section 2.7;

"**Lands**" means the lands and premises in the City of Markham, in the Province of Ontario and legally described in Schedule "A" attached hereto;

"**Lease"** means the lease of the property with the Tenant and the Purchaser as Landlord having the terms and conditions in substantially the form set out in Schedule "B" attached.

"LYNX" means the electronic funds transfer system owned and operated by the Canadian Payments Association that is the successor to the Large Value Transfer System.

"**Permitted Encumbrances**" means those Encumbrances set forth in Schedule "C" attached hereto;

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"**Property**" means, collectively, the Lands, the Building, and the Contracts (which the Purchaser has requested be assigned to it;

"**Purchase Price**" means the sum of THIRTY-THREE MILLION DOLLARS ($33,000,000.00, subject to the adjustments made in accordance with this Agreement and subject to Section 4.5);

"**Purchaser**" means TRADEGENTS LTD. or its assignee permitted under this Agreement;

"**Purchaser's Condition Date**" [INTENTIONALLY DELETED];

"**Purchaser's Solicitors**" means Strosberg Wingfield Sasso LLP;

"**Reliance Letters**" has the meaning set forth in Section 2.8;

"**Reports**" has the meaning set forth in Section 2.8;

"**Requisition Date**" means June 10, 2026;

"**Tenant**" means the Vendor's affiliated corporation, NOVO PLASTICS INC.;

"**Vendor**" means 2139654 ONTARIO LIMITED;

"Vendor's Solicitors" means Himelfarb Proszanski;

"**Work Orders**" means work orders, notices of violation, deficiency notices and other matters of non-compliance with the zoning and other requirements of any Governmental Authorities or any open building permits.

Section 1.2 NUMBER AND GENDER

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and wording importing persons shall include firms, corporations and societies and vice versa.

Section 1.3 APPLICABLE LAW AND CURRENCY

This Agreement shall be governed by the laws in force in the Province of Ontario. Unless otherwise stated, all amounts set out herein shall be in Canadian dollars.

Section 1.4 SCHEDULES

The schedules attached hereto shall form an integral part of this Agreement.

Section 1.5 NOTICES

Any notice to be given by either party hereto to the other pursuant to this Agreement shall be in writing and delivered by hand, telecopier or electronic transmission with receipt confirmed by the recipient ("**email**") addressed to:

DS BS Initial DK

the Purchaser at:	27 Vines Place Aurora, ON L4G 0R7 Attention: Dave Koteff Email: dkoteff@tradegents.com
with a copy to:	Strosberg Wingfield Sasso LLP 1561 Ouellette Ave Windsor, ON N8X 1K5 Email: joshua.cheifetz@swscorporatelaw.com
the Vendor at:	388 Markland St. Markham, Ontario L6C 1Z6 Attention: Baljit Sierra Email: baljit.sierra@novoplas.com
with a copy to:	Himelfarb Proszanski 480 University Avenue Suite 1401 Toronto ON M5G 1V2 Attention: Rodney Ikeda Email: rikeda@himprolaw.com

Any notice delivered by hand shall be deemed to be received when left during normal business hours at the office set forth above. Any notice delivered by telecopier or email prior to 5:00 p.m. shall be deemed to have been delivered on the day of transmission or email, otherwise on the following Business Day. All deliveries made by email shall only be deemed delivered upon confirmation of receipt by an addressee. Either party shall be entitled to change its address for notice to an address elsewhere, by notice in writing to the other.

Section 1.6 ENUREMENT

This Agreement shall be binding upon the parties hereto and shall enure to the benefit of and be binding upon their respective successors and permitted assigns.

Section 1.7 ASSIGNMENT

(1) The Vendor shall not assign its rights and/or obligations hereunder without the prior consent of the Purchaser, which consent may be withheld in the Purchaser's sole and unfettered discretion.

(2) The Purchaser may assign its interest in this Agreement and in the Property to a company to be incorporated provided that the Purchaser shall only be released from its obligations hereunder upon Closing.

DS BS

Initial DK

Section 1.8 TIME OF THE ESSENCE

Time is of the essence hereof. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done, shall be calculated excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

Section 1.9 MANNER OF PAYMENT

Any and all reference to money or dollars contained herein shall be a reference to lawful money of Canada and any and all payments required to be made hereunder shall be sufficiently made if made by way of wire transfer using LYNX or by certified solicitors' trust account cheque and shall be sufficiently paid if paid to the party for whom the same is intended or to such party's solicitors.

Section 1.10 WHOLE AGREEMENT

This Agreement and any agreement made between the parties in accordance with the terms hereof constitute the only agreements between the parties relating to the transaction of purchase and sale contemplated herein.

Section 1.11 REAL ESTATE COMMISSION

The Vendor shall be and remain fully responsible for any fees, commissions and expenses which may be payable to any realtor, broker or real estate agent in respect of this transaction including, without limitation, all fees, commissions and expenses payable to the Agent, and shall hold harmless and indemnify the Purchaser in respect of any such fees, commissions and expenses. Purchaser represents and warrants that it has not engaged any real estate broker or agent to act on Purchaser's behalf in respect of this transaction.

Section 1.12 COSTS

Each of the Vendor and the Purchaser is responsible for its own legal fees respecting the preparation of this Agreement and any collateral or supplementary documentation hereto. The Purchaser is responsible for the cost of registration of the transfer documentation, and the Vendor is responsible for the cost of registration of any discharges of Encumbrances to ensure that title will issue to the Purchaser subject only to the Permitted Encumbrances.

Section 1.13 NON MERGER

The representations, warranties, covenants and agreements of the Vendor and Purchaser contained in this Agreement shall not merge upon, but shall survive the Closing of the transaction of purchase and sale contemplated herein except as may otherwise be provided in this Agreement.

Section 1.14 COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts and delivered by facsimile or electronic transmission each of which when so executed and delivered shall be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument.

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Section 1.15 CONFIDENTIALITY

(1) Until Closing or in the event this Agreement is terminated pursuant to the terms hereof, the Purchaser shall and shall use all reasonable efforts to cause its agents and professional advisors to keep in confidence all information obtained from the Vendor with respect to the Property in connection with the review by the Purchaser of the Property. Nothing herein contained shall restrict or prohibit the Purchaser from disclosing all such documentation, information and similar material to its employees, directors, shareholders, professional advisors and lenders on a "**need-to-know**" basis.

(2) The information referred to in subsection 1.15 (1) shall not include:

(a) public information or information in the public domain at the time of receipt by the Purchaser or its consultants, agents, advisors and solicitors;

(b) information which becomes public through no fault or act of the Purchaser or its consultants, agents, advisors and solicitors;

(c) information in the possession of the Purchaser not provided by the Vendor or its consultants, agents, advisors or solicitors;

(d) information disclosed with the consent of the Vendor;

(e) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations; or

(f) information required to be disclosed by law or regulation to comply with filing requirements of any applicable legislation or rule.

(3) The Vendor shall not disclose the identity of the Purchaser or any affiliate of the Purchaser, without the prior written consent of the Purchaser, which may be withheld in its sole discretion, save and except to any lender that holds a mortgage or Charge on the Property, and to lender's counsel.

Section 1.16 SOLICITORS AS AGENTS AND TENDER

Any notice, approval, waiver, extension, supplement, modification, amendment, agreement, termination, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of Closing documents and the balance of the Purchase Price may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be. Notwithstanding anything contained in this Agreement or in the DRA to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the "Tendering Party") upon the other party (in this Section called the "Receiving Party") when the solicitor for the Tendering Party has:

(1) delivered all applicable Closing Documents and/or the Balance of the Purchase Price (if applicable) to the Receiving Party's solicitor in accordance with the provisions of this Agreement and the DRA;

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(2) advised the solicitor for the Receiving Party in writing that the Tendering Party is ready, willing and able to complete the Transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and

Has completed all steps required by TERS in order to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the transfer/deed(s) and any other Closing Document, if any, to be registered electronically for completeness and granted "access" to the Receiving Party's solicitor (but without the Tendering Party's solicitor releasing the same for registration by the Receiving Party's solicitor).

Purchaser acknowledges and agrees that it will not be entitled to receive the Transfer/Deed of Land to the Lands for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are remitted by wire transfer to Vendor's solicitor using LYNX, the successor to the Large Value Transfer System, prior to the release of the Transfer/Deed of Land for registration.

Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Lands may be delivered to the other party hereto by facsimile transmission (or by similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party by overnight courier sent the day of closing or within seven (7) business days of closing, if same has been so requested by the recipient party.

Section 1.17 AMENDMENT OF AGREEMENT

Subject to Section 1.16, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Vendor and the Purchaser in the same manner as the execution of this Agreement.

ARTICLE 2
PURCHASE AND SALE

Section 2.1 AGREEMENT TO PURCHASE AND TO SELL

The Vendor shall sell to the Purchaser and the Purchaser shall purchase from the Vendor the Property for the Purchase Price. HST shall be in addition to the Purchase Price. Such transaction of purchase and sale shall be completed on the Closing Date in the manner herein contemplated.

Section 2.2 METHOD OF PAYMENT

(1) The Purchaser, shall, subject to any termination of this Agreement in accordance with the terms hereof, pay to the Vendor the Purchase Price, subject to the Adjustments referred to herein, in the following manner:

(a) the sum of THREE HUNDRED AND THIRTY THOUSAND DOLLARS ($330,000.00) to be delivered by wire transfer to the Vendor's Solicitors as the initial deposit (the "**Deposit**") within two (2) Business Days following the mutual execution of this Agreement, to be held and dealt with in accordance with the terms of this Agreement; and

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(b) the balance of the Purchase Price subject to the Adjustments on the Closing Date with funds drawn on a lawyer's trust account by wire transfer using LYNX, the successor to the Large Value Transfer System.

Section 2.3 INVESTMENT AND APPLICATION OF DEPOSIT

(1) The Vendor's Solicitors shall, upon receipt of the Deposit invest the same in an interest bearing trust account or guaranteed investment certificate, with any interest earned thereon to be for the benefit of and payable to the Purchaser.

(a) If the transaction of purchase and sale contemplated herein is not completed for any reason due to no fault of the Purchaser, the Deposit, together with interest earned thereon, if any, shall immediately be released to the Purchaser, and the Purchaser shall have no further rights against the Vendor.

(b) If the transaction of purchase and sale contemplated herein is not completed due to a breach or default by the Purchaser, the Deposit, together with interest earned thereon, if any, shall be released to the Vendor as liquidated damages in full and final settlement of the obligations of the parties hereunder (provided that the Vendor has made all efforts to mitigate its loss) and the Vendor shall have no further recourse to the Purchaser.

(2) The Vendor and the Purchaser acknowledge that the Vendor's solicitors may be required under the *Income Tax Act* (Canada) and the regulations thereunder or any similar provincial acts or regulations (collectively, "**Tax Legislation**") to file income tax returns and other documentation in respect of the trust account maintained in respect of the Deposit and that such returns and documentation may include a copy of this Agreement as well as information relating to the Purchaser, the Vendor and other parties. The Vendor and the Purchaser hereby agree on a timely basis to provide such information as the Vendor's Solicitors may reasonably request from time to time in connection with the performance of the Vendor's Solicitors' obligations in relation to the trust account maintained in respect of the Deposit under the Tax Legislation, including without limitation the obligation to file a trust income and information return with all required schedules and supporting documentation and the obligation to respond to information requests from tax authorities. The Vendor's Solicitors agree to consult with the Vendor and the Purchaser, respectively, in connection with the exercise of rights of objection or appeal that may exist under the Tax Legislation. The parties to this Agreement each agree that the provisions of this paragraph will survive the termination or completion of this Agreement.

(3) In holding and dealing with the Deposit and any interest earned thereon pursuant to this Agreement, the Vendor's Solicitors shall continue to represent the Vendor and are not bound in any way by any agreement (other than this Agreement), and the Vendor's Solicitors shall not be considered to assume any duty, liability or responsibility other than to hold the Deposit and any interest earned thereon in accordance with the provisions of this Agreement and to pay the Deposit and any interest earned thereon to the persons becoming entitled thereto in accordance with the terms of this Agreement except in the event of a dispute between the parties as to entitlement to the Deposit and any interest earned thereon in which event the Vendor's Solicitors may, in their sole, unfettered and unreviewable discretion, pay the Deposit and any interest earned thereon into the Ontario Superior Court of Justice, whereupon the Vendor's Solicitors shall have no further obligations relating to the Deposit and any interest earned thereon.

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Section 2.4 TITLE AND PERMITTED ENCUMBRANCES

(1) Notwithstanding anything herein contained to the contrary, the parties acknowledge and agree that, on the Closing Date, title to the Property shall be free and clear of all Encumbrances or any notices thereof, other than the Permitted Encumbrances. For greater certainty, the Vendor covenants and agrees to obtain and register, at its sole cost and expense, discharges or releases of any Encumbrance including, without limitation, any Work Orders, and any personal property security interests in respect of the Property, prior to Closing, save and except for Permitted Encumbrances.

Section 2.5 CONDITIONS PRECEDENT FOR PURCHASER

The Purchaser acknowledges that it has conducted all of its due diligence and has satisfied itself as to the suitability of the Property for all its purposes and is purchasing the Property on an as-is, where-is basis.

Section 2.6 PURCHASER'S INSPECTIONS

(1) The Purchaser acknowledges that it has conducted all of its inspections of the Property and has satisfied itself as to the condition of the Property.

(2) The Purchaser acknowledges that the Purchase Price takes into account the state of repair of the roof.

Section 2.7 HST

The Purchaser hereby represents and warrants to the Vendor as follows:

(1) the Purchaser or its permitted assignee shall be purchasing the Property on the Closing Date, as principal for its own account and not as an agent, trustee or otherwise on behalf of another person; provided, however, that in the event that the Purchaser is purchasing the Property as agent, nominee or trustee on behalf of another person or entity as beneficial owner (the "**Purchaser Beneficial Owner**"), the Purchaser's HST Certificate shall contain the HST registration number of the Purchaser and the Purchaser Beneficial Owner and shall be signed by Purchaser and the Purchaser Beneficial Owner;

(2) the Purchaser (and the Purchaser Beneficial Owner, if any) shall be registered under subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) (the "**HST Act**") for the purposes of collection and remittance of harmonized sales tax ("**HST**");

(3) the Purchaser (and the Purchaser Beneficial Owner, if any) shall be liable, shall self-assess and remit to the appropriate Governmental Authority all HST which is payable under the *HST Act* in connection with the transfer of the Property made pursuant to the Agreement, all in accordance with the *HST Act*;

(4) the Vendor shall not collect HST on Closing regarding the Property and shall allow the Purchaser (and the Purchaser Beneficial Owner, if any) to self-assess and remit HST to the Receiver General in accordance with the *HST Act*;

(5) the Purchaser (and the Purchaser Beneficial Owner, if any) shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser on the Closing Date in connection

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with any matter raised in this Section 2.7 or contained in any declaration referred to herein; and

(6) the Purchaser (and the Purchaser Beneficial Owner, if any) shall tender on Closing a certificate and indemnity including verification of its registration number issued by Canada Revenue Agency under the *HST Act* (the "**HST Certificate**").

Section 2.8 REPORTS AND RELIANCE LETTER

The Vendor represents that it has provided all environmental assessment reports and building condition reports in its possession to the Purchaser.

Section 2.9 THE LEASE

(1) The Purchaser acknowledges that that Property is currently leased to the Tenant, an affiliated corporation of the Vendor, which lease shall be terminated effective as of the Closing Date and a new lease shall be entered into between the Purchaser and the Tenant having the terms substantially as set out in Schedule "B" attached.

(2) The Lease shall contain such other terms and conditions as are customary for a Lease in the Greater Toronto Area, and as the parties shall determine, each acting reasonably.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 3.1 VENDOR'S REPRESENTATIONS AND WARRANTIES

(1) In order to induce the Purchaser to enter into this Agreement, the Vendor represents and warrants to the Purchaser, as representations and warranties that are true as at the date of execution of this Agreement and as at the Closing Date for a period of six (6) months unless otherwise expressly stated in this Section 3.1, that:

(a) it is a corporation duly incorporated and existing under the laws of the Province of Ontario and has the necessary corporate power, authority and capacity to own the legal interest in the Property, to enter into this Agreement and the documents contemplated herein, and to carry out the transaction of purchase and sale constituted by this Agreement and the documents contemplated herein on the terms and conditions herein contained;

(b) the execution and delivery of this Agreement and the documents and transactions contemplated herein and the performance of its obligations hereunder have been or will be on the Closing Date authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations enforceable against it in accordance with their respective terms;

(c) it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law, provision, statute, regulation, judgment, decree or law which would be violated, contravened, breached by or under which default would occur as a result of the execution and delivery of this Agreement or the consummation of any of the transactions contemplated herein;

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(d) there are no consents necessary to the transfer, assignment and conveyance of the Property except as will be provided by the Vendor to the Purchaser on Closing; no consent pursuant to any subdivision control legislation is necessary to complete the transactions referred to in this Agreement;

(e) it is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada) and, in the event that this warranty and representation cannot be rendered current to the Closing Date, it shall then deliver a certificate of compliance to the Purchaser in the amount of the Purchase Price issued by the Department of National Revenue, Taxation, pursuant to Section 116 of the *Income Tax Act* (Canada);

(f) the Contracts delivered to the Purchaser are the only Contracts entered into by the Vendor with third parties or warranties presently in place in respect of the maintenance, operation, cleaning, security, fire protection and servicing of the Property;

(g) each of the Contracts and Permitted Encumbrances are full force and effect and in good standing;

(h) the Vendor is not aware of any pending or threatened expropriation proceedings relating to the Lands and Buildings or any part thereof;

(i) the Vendor has not received written notice of any Claim or litigation pending or threatened against the Vendor, or the Lands and Buildings or the occupancy or use thereof by the Vendor before any domestic court, governmental department, commission, board, bureau or agency, or arbitration panel, nor has the Vendor any knowledge relating to any such Claim or litigation which could adversely affect the right of the Purchaser to own, occupy and obtain the revenue from the Property or the ability of the Vendor to perform its obligations hereunder and there is not presently outstanding against the Vendor any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator in respect of the Property;

(j) all accounts for work and services performed or materials placed or furnished upon the Lands and Buildings (excluding all tenant work not undertaken by the landlord of the Existing Lease) have been fully paid and no one is entitled to claim a lien under the Construction Act (Ontario);

(k) no capital improvements to the Lands and Buildings have been incurred the costs of which are not yet paid;

(l) there are currently no (i) Work Orders, or (ii) demands that any repair is necessary to the Lands, Buildings or chattels or any part thereof from any Governmental Authority, or Tenant advising of or regarding any breach of any law, by-law, code, regulation or standard relating to the Lands, Buildings or chattels.

Section 3.2 PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:

(1) the Purchaser is a corporation existing and governed by the laws of the Province of Ontario and has the necessary corporate authority, power and capacity to own the Property and to

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enter into this Agreement and to carry out the transaction of purchase and sale herein constituted on the terms and conditions herein contained;

(2) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada); and

(3) the execution and delivery of this Agreement and the documents contemplated herein and the performance of the obligations of the Purchaser hereunder and the consummation of the transactions contemplated herein have been duly and validly authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their respective terms.

Section 3.3 UNTRUE REPRESENTATIONS AND WARRANTIES

In the event that, as at the Closing Date, any one of the representations and warranties contained in Section 3.1 are known by the Purchaser to be untrue in a material respect, then the Purchaser may:

(1) waive in full or in part the lack of truthfulness of the said representation and warranty, such waiver to be binding upon the Purchaser only if in writing and signed by either the Purchaser or the Purchaser's Solicitors and close the transaction as contemplated herein; or

(2) terminate the transaction as contemplated herein, in which case the Purchaser's sole remedy shall be the return of the Deposit together with interest;

Section 3.4 COVENANTS BY THE VENDOR

The Vendor covenants, acknowledges and agrees:

(1) to provide to the Purchaser or as the Purchaser directs, on the Closing Date, title to the Property free and clear of all Encumbrances other than Permitted Encumbrances;

(2) to grant vacant possession of the Lands and Buildings to the Purchaser on the Closing Date, subject to the Lease only;

(3) at its own expense, terminate all Contracts which the Purchaser has not requested be assigned to it; and

(4) to indemnify and save the Purchaser harmless from and against any Claims arising from any breach of any covenant, agreement or warranty or any untrue representation in writing made by the Vendor under this Agreement or any agreement delivered to the Purchaser on Closing;

Section 3.5 EMPLOYEE MATTERS [INTENTIONALLY DELETED]

Section 3.6 REALTY TAX APPEALS / REASSESSMENTS

From and after the Closing Date, the Purchaser shall have the right to pursue any existing realty tax appeals. The Vendor shall be responsible to pay and shall provide the Purchaser with evidence of payment of, all fees and expenses relating to the existing appeals including, without limitation, all fees and expenses payable to its realty tax agents. The Purchaser and the Vendor shall execute all documents required to allow the Purchaser to pursue such appeals and to receive any payments resulting therefrom from and after the Closing Date and the Vendor shall be entitled to receive any payments for the period prior to the Closing Date, provided that: (i) all costs for such appeals from and after the Closing Date are to be borne by the Purchaser (except to the extent that such costs or any

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part thereof may be recovered from Tenant); and (ii) any realty tax rebates owing to the Tenant as a result of such appeals shall first be paid to them by the Purchaser and Vendor, as applicable. If any applicable Governmental Authority reassesses the Property for the period prior to Closing, all supplementary or omitted tax bills relating to additional taxes relating to such reassessment shall be borne exclusively by the Vendor and be paid forthwith (provided that, to the extent that such taxes or any part thereof may be recovered from Tenant, the Purchaser shall take all reasonable steps necessary to recover such taxes from the Tenant and shall forthwith upon receipt of any amounts from the Tenant on account of any such taxes pay such amounts to the Vendor). It is acknowledged and agreed that re-adjustments for realty taxes shall not be subject to the final adjustment date set out in Section 4.5.

ARTICLE 4
COMPLETION RISK POSSESSION ADJUSTMENT

Section 4.1 DELIVERIES BY VENDOR

(1) On or prior to the Closing Date, the Vendor shall deliver to the Purchaser (or as the Purchaser directs) the following:

(a) a registrable electronic transfer of the Vendor’s interest in the Lands and Buildings in favour of the Purchaser free and clear of any and all Encumbrances save and except for Permitted Encumbrances, including completion by the Vendor and its solicitors of the *Planning Act* (Ontario) statements in accordance with Subsections 22(a) and (b) of Section 50 of the *Planning Act* (Ontario);

(b) a direction re: funds;

(c) discharges of all Encumbrances (other than Permitted Encumbrances) to be registered or filed by the Vendor’s Solicitors prior to Closing or a Solicitor’s undertaking to discharge any charges together with related security held by an institutional lender not being assumed, together with a mortgage statement for discharge purposes, if applicable;

(d) an assignment of the Contracts requested by the Purchaser on or before the Closing Date to be assigned, together with any necessary consents to such assignment from the appropriate third parties;

(e) statement of adjustments having annexed thereto reasonable details of the calculations used by the Vendor to arrive at all credits and debits with respect to the Property;

(f) the Vendor’s undertaking to re-adjust any items on the statement of adjustments;

(g) all duplicate keys and master keys (if available) to all units and facilities on Property;

(h) documentation reflecting the termination of the existing lease with Tenant;

(i) the new Lease executed by the Tenant having the terms substantially as set out in Schedule “B”

(j) the Escrow Document Registration Agreement;

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(k) a certificate of the Vendor attesting to the accuracy of all of the representations and warranties set out in Section 3.1 as of the Closing Date; and

(l) such other documentation as may be necessary to effect the transfer by the Vendor to the Purchaser of all of the Vendor's interests to the Property.

Section 4.2 DELIVERIES BY PURCHASER

On the Closing Date, the Purchaser shall deliver to the Vendor the following:

(a) the balance of the Purchase Price as set out in **Error! Reference source not found.**;

(b) an assignment and assumption of the Contracts being assumed by the Purchaser;

(c) the Escrow Document Registration Agreement;

(d) the Purchaser's HST Certificate;

(e) a direction re: title to the Property, if required;

(f) the new Lease executed by the Purchaser having the terms substantially as set out in Schedule "B"

(g) the Purchaser's undertaking to re-adjust any items on the statement of adjustments; and

(h) such other documentation as may be necessary to effect the transfer by the Vendor to the Purchaser and the purchase by the Purchaser of all of the Vendor's interests both in law and in equity to the Property.

Section 4.3 DOCUMENTS IN ESCROW

(1) All of the matters of payment and delivery of documents by the Vendor and the Purchaser and registration of all appropriate documents in all appropriate offices of public record, pursuant to the terms hereof, shall be in escrow and shall be deemed to be concurrent requirements such that, unless otherwise agreed by the parties hereto, nothing is complete and the escrow shall not be released until everything has been paid, delivered and registered and the time of completion is the time that everything is so complete. The parties shall instruct their respective solicitors to enter into an escrow closing agreement on terms satisfactory to the Vendor's Solicitors and Purchaser's Solicitors, each acting reasonably (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures for completion of this transaction by means of the Teraview Electronic Registration System.

(2) Any tender of documents and money pursuant to this Agreement may be made on the Vendor or on the Purchaser or on anyone acting for them, and money may be tendered by wire transfer using LYNX, the high value payment system operated by Payments Canada. Notwithstanding the foregoing sentence, as TERS is operative and mandatory for the Lands, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (the "Tendering Party") upon the other party (the "Other Party") when the Tendering Party's solicitor has: (i) delivered all closing documents and monies, if any, to the Other Party's solicitor in accordance with the provisions of this Agreement and the Registration Agreement; (ii) advised the Other Party's solicitor, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the

terms and provisions of this Agreement; and (iii) completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Other Party's solicitor, all without the necessity of personally attending upon the Other Party or the Other Party's solicitor with the aforementioned documents and without any requirement to have an independent witness evidence the foregoing.

Section 4.4 TIME AND PLACE OF CLOSING

This transaction of purchase and sale shall be completed on the Closing Date at the offices of the Vendor's Solicitors, at which time the Vendor shall deliver or cause to be delivered possession of the Property to the Purchaser, with all benefits and obligations of ownership, subject only to the Lease.

Section 4.5 ADJUSTMENTS

(1) Subject to those items referred to in Section 4.6, the adjustments (the "**Adjustments**") shall include all operating costs, realty taxes, local improvement rates and charges, water and assessment rates, utility deposits (including replacement letters of credit or letters of guarantee therefor) and other adjustments established by the usual practice in the greater Toronto Area for the purchase and sale of similar properties. In addition, the Adjustments shall include the other matters referred to in this Agreement which are stated to be the subject of adjustment and shall exclude the other matters in this Agreement which are stated not to be the subject of adjustment. The Vendor shall deliver to the Purchaser at least five (5) Business Days prior to the Closing Date a draft statement of Adjustments having annexed thereto reasonable details of the calculations used by the Vendor to arrive at all credits and debits with respect to the Property.

(2) Adjustments shall be made as of the Closing Date. From and after the Closing Date, the Purchaser shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all income from the Property. The Vendor shall be responsible for all expenses and entitled to all income from the Property for that period ending on the day prior to the Closing Date.

(3) If any item subject to adjustment cannot be determined on Closing, an estimate shall be made for purposes of Closing and a final adjustment shall be made when the particular item can be determined which in any event shall not be later than the date that is twelve (12) months following the Closing Date, other than with respect to a readjustment of realty taxes for the period prior to Closing which shall be readjusted irrespective of the date it occurs..

Section 4.6 ITEMS TO BE PAID BY VENDOR

(1) The Vendor and the Purchaser hereby acknowledge and agree that:

(a) the Vendor shall pay and be responsible and liable for (and same shall be shown as an adjustment in favour of the Purchaser on the statement of Adjustments if unpaid by Closing):

(i) the cost and expenses (including, inter alia, utilities) in respect of the Property or the operation and maintenance of the Property incurred or arising in respect of or for the period prior to the Closing Date;

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(ii) the amount of any cash payable to any Governmental Authority pursuant to any agreements with such Governmental Authority existing as of Closing with respect to the Property;

(iii) realty taxes incurred or arising in respect of or for the period prior to the Closing Date; and

(iv) local improvement rates and charges in respect of the construction of the present Building;

(b) [INTENTIONALLY DELETED]

Section 4.7 DAMAGE BEFORE CLOSING

The interest of the Vendor in and to the Lands and Buildings being purchased, acquired and assumed by the Purchaser pursuant to the terms and conditions of this Agreement shall be at the risk of the Vendor until Closing. If any loss or damage to the Lands and Buildings occurs before that time, the Purchaser, within ten (10) Business Days after disclosure to the Purchaser by the Vendor of the loss or damage where the extent thereof is in excess of $500,000.00, shall have the option to either: (a) terminate this Agreement by notice in writing to the Vendor, in which case this Agreement shall be null and void and of no further force or effect whatsoever and the Deposit, together with interest, if any, shall be forthwith returned to the Purchaser without deduction and neither party shall have any Claim against the other; or (b) elect to complete the transaction of purchase and sale herein constituted in which event the Purchaser shall be entitled to all proceeds of insurance, if any, in respect of the loss or damage. Notwithstanding the foregoing, if the Purchaser elects to take the proceeds of insurance and complete the transaction contemplated hereby: (i) the Purchaser shall be entitled to an adjustment in respect of the Purchase Price equal to the full amount of any deductible under any insurance policy; and (ii) the Vendor shall do all things and take such steps, at its own cost and expense, as may be necessary including, without limitation, obtaining any relevant mortgagees' releases, in order to ensure prompt payment of the proceeds of such insurance by the insurer to the Purchaser. The Vendor, pending the Closing Date, shall maintain, or cause to be maintained, in full force and effect, the current policy(s) of insurance covering the Property.

ARTICLE 5
OPERATION BEFORE CLOSING

Section 5.1 OPERATION BEFORE CLOSING

From the date hereof until Closing, the Vendor shall operate and manage the Property to the Closing Date in the normal course as would a prudent owner of a comparable property located in the City of Markham

Section 5.2 LEASING PRIOR TO CLOSING DATE

[INTENTIONALLY DELETED]

Section 5.3 CONTRACTS AND CAPITAL IMPROVEMENTS TO PROPERTY

The Vendor shall not: (i) enter into or give commitments either verbally or in writing with respect to any new Contract or amendment or termination of any existing Contract that would bind the Purchaser after closing; or (ii) make any capital improvements to the Property, from and after the date hereof that would bind the Purchaser after closing without the prior written approval of the Purchaser, which approval will not be unreasonably withheld.

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Section 5.4 PLANNING ACT

This Agreement shall only be effective to create an interest in the Property if the subdivision control provisions of the *Planning Act* (Ontario), as amended, are complied with by the Vendor on or before Closing and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent on or before Closing. The Vendor has no knowledge that completion of the transactions provided for in this Agreement will require any consent under the *Planning Act* (Ontario) and if any consent is required the Vendor will obtain such consent prior to the Closing, at its sole cost and expense.

[Signature page follows]

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IN WITNESS WHEREOF the parties have executed these presents as of the date first above written.

Vendor:

2139654 ONTARIO LIMITED

DocuSigned by:
Baljit Sierra
6A4A875D68D54C2...

By: ______________________________
Name: Baljit Sierra
Title: President
I have authority to bind the corporation.

Purchaser :

TRADEGENTS LTD.

Signed by:
Dave Koteff
6E6D2325E692408...

By: ______________________________
Name: Dave Koteff
Title: President
I have authority to bind the corporation.

Schedule "A"
Lands

LEGAL DESCRIPTION:

PIN: 03047-0057 (LT)

PCL 19-6, SEC MA3 ; PT LT 19, CON 3 (MKM) , PART 1 , 65R18445 , MARKHAM

Municipally known as:

388 Markland St.

Markham, ON L6C 1Z6

Schedule "B"
Lease Terms

Schedule "C"
Permitted Encumbrances

General Encumbrances

1. The reservations, limitations, provisos and conditions expressed in the grant from the Crown.

2. Liens for taxes, rates, assessments or governmental charges or levies not yet due and payable.

3. Any easement, right-of-way, watercourse, right-of-water or other unregistered interest or Claim disclosed by registered title.

4. Zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.

5. The rights reserved to or vested m any municipality, governmental or other public authority by statutory provisions including, without limitation, the right to acquire portions of the lands for road widening or interchange construction, and the right to complete or remedy improvements, landscaping or deficiencies in any pedestrian walkways or traffic control or monitoring.

Specific Encumbrances

6. Instrument No. R488826, registered November 15, 1988 is a Notice of Airport Zoning Regulations.

7. Instrument No. LT1103244, registered June 6, 1996 is a Notice of a Site Plan Agreement between the Corporation of the Town of Markham and Woodbine Cachet West Inc. dated May 9, 1996.

8. Instrument No. YR688421, registered August 23, 2005 is a Notice of Pickering Airport Site Zoning Reg. (SOR/100000-636).

9. Instrument No. YR2054122, registered October 30, 2013 is a Notice of Lease to Novo Plastics Inc.

DS BS   Initial DK

Schedule “D”
Due Diligence Deliveries

[INTENTIONALLY DELETED]

DS
BS

Initial
DK

SCHEDULE "E"

NOTICE AND AUTHORIZATION

TO: ALL MUNICIPAL, GOVERNMENTAL AND REGULATORY AGENCIES AND AUTHORITIES HAVING JURISDICTION

RE:	BUYER:	TRADEGENTS LTD.
	OWNER:	2139654 ONTARIO LIMITED
	ADDRESS:	388 Markland St., Markham, ON L6C 1Z6
	DESCRIPTION:	PCL 19-6, SEC MA3 ; PT LT 19, CON 3 (MKM) , PART 1 , 65R18445 , MARKHAM

THE UNDERSIGNED is/are the present registered owner(s) of the above-noted property (the "Property") and has/have agreed to sell the Property to the above-noted Buyer.

YOU ARE HEREBY AUTHORIZED upon request by the Buyer or by the Buyer's solicitors, Strosberg Wingfield Sasso LLP, or its agents thereof, to disclose or release to any such person making such request any and all information maintained by you in your records as to realty taxes, outstanding work orders, notices, violations, infractions or any other matters requiring attention which are within your jurisdiction affecting the Property and, generally, whether the Property meets with your approval and complies with any statutes, by-laws or regulations which are within your jurisdiction; <u>And for greater particularity nothing within this Authorization authorizes or provides the Owner's(s') consent to any inspection of the Property</u>.

AND YOU ARE FURTHER authorized to rely upon a faxed copy of this signed Authorization as if it was an originally signed copy for all purposes.

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority; and you are hereby released by the undersigned from any and all claims, demands, actions or proceedings arising from your release of such information.

DATED this day of May, 2026.

2139654 ONTARIO LIMITED

Per:______________________________
Name:
Title:
I/**We have authority to bind the Corporation**

DS BS

Initial DK

This is **Exhibit "11"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

THIS AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE dated in Markham as of the 24rd of June, 2026.

BETWEEN:

2139654 ONTARIO LIMITED

(the "**Vendor**")

- and -

TRADEGENTS LTD.

(the "**Purchaser**")

WHEREAS:

A. The Vendor and the Purchaser are parties to an Agreement of Purchase and Sale dated as of May 21, 2026, in respect of the purchase and sale of the property municipally known as 388 Markland St., Markham, ON L6C 1Z6 (as amended from time to time to the date hereof, the "Purchase Agreement").

B. The Vendor requires additional time to have their contractors make certain repairs to the roof and three (3) HVAC units in poor condition prior to closing. The Vendor has undertaken to complete these repairs forthwith.

C. The Vendor and the Purchaser have agreed to amend the Purchase Agreement on the terms and conditions contained herein.

D. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement, as the context requires.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two Dollars ($2.00) now paid by each of the parties hereto one another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the partes hereto covenant and agree as follows:

1. Amendments to Purchase Agreement

The Vendor and the Purchaser hereby acknowledge and agree that the Purchase Agreement is hereby amended as follows:

(a) Section 1.1 of the Purchase Agreement is hereby amended by deleting the definition of "Closing Date" in its entirety and replacing it with the following:

"**Closing Date**" means July 15, 2026, or such earlier or later date as the Vendor and Purchaser may jointly determine.

(b) Section 2.3 of the Purchase Agreement is hereby amended by deleting the existing provisions respecting the return or repayment of the Deposit to the Purchaser, and replacing same with the following:

Notwithstanding anything else contained in the Purchase Agreement, the paid Deposit of $330,000.00 shall be non-refundable, irrevocable, and absolutely forfeited to the Vendor whether the transaction contemplated by the Purchase Agreement is completed, except in the event of default by the Vendor.

2. **Time of Essence**

The parties hereto agree that time shall in all respects continue to be of the essence with respect to the Purchase Agreement.

3. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

4. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same document. This Agreement and/or its signature page(s) may be executed by electronic signature and/or transmitted in electronic form or by facsimile transmission and the parties to this Agreement consent thereto. This Agreement and/or its signature page(s) executed and/or transmitted in electronic form or by facsimile transmission shall be binding to the same extent as an original signed document and/or signature page(s).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Amendment has been executed by the parties hereto on the date first above written.

Vendor:

2139654 ONTARIO LIMITED

By: Baljit Sierra

Name: Baljit Sierra
Title: President
I have authority to bind the corporation.

Purchaser:

TRADEGENTS LTD.

By: Dave Koteff

Name: Dave Koteff
Title: President
I have authority to bind the corporation.

This is **Exhibit "12"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

THIS AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE dated in Markham as of the 10th of August, 2026.

BETWEEN:

2139654 ONTARIO LIMITED

(the "**Vendor**")

- and -

TRADEGENTS LTD.

(the "**Purchaser**")

WHEREAS:

A. The Vendor and the Purchaser are parties to an Agreement of Purchase and Sale dated as of May 21, 2026, in respect of the purchase and sale of the property municipally known as 388 Markland St., Markham, ON L6C 1Z6 (as amended from time to time to the date hereof, the "Purchase Agreement").

B. The Vendor requires additional time to have their contractors make certain repairs to the roof prior to closing. The Vendor has undertaken to complete these repairs forthwith.

C. The Vendor and the Purchaser have agreed to amend the Purchase Agreement on the terms and conditions contained herein.

D. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement, as the context requires.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two Dollars ($2.00) now paid by each of the parties hereto one another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the partes hereto covenant and agree as follows:

1. <u>Amendments to Purchase Agreement</u>

The Vendor and the Purchaser hereby acknowledge and agree that the Purchase Agreement is hereby amended as follows:

(a) Section 1.1 of the Purchase Agreement is hereby amended by deleting the definition of "Closing Date" in its entirety and replacing it with the following:

"**Closing Date**" means September 4, 2026, or such earlier or later date as the Vendor and Purchaser may jointly determine.

(b) Section 2.6 of the Purchase Agreement is hereby amended by deleting the entirety of subsections (1) and (2) and replacing it with the following:

(1) Acknowledgement of Repairs. The Purchaser acknowledges and agrees that the Seller has, at the Seller's sole cost and expense, retained the agreed-upon contractors to conduct repairs to the roof of the Property (the "Roof Repairs").

(2) Target Completion. The parties acknowledge that the Roof Repairs are expected to be completed on August 14, 2026.

(3) Purchaser Inspection Right. The Purchaser shall have the right, at the Purchaser's sole cost and expense, to have the Purchaser's inspector(s) attend at the Property to observe and/or inspect the Roof Repairs and related workmanship and materials, at reasonable times upon reasonable notice to the Seller, up to and including August 17, 2026 (the "Inspection Deadline").

(4) Deemed Acceptance. The Purchaser shall be deemed to have accepted the Roof Repairs as satisfactory, and the condition set out in this Section 2.6 shall be deemed fulfilled, unless the Purchaser delivers a Deficiency Notice (as defined below) to the Seller on or before the Inspection Deadline. No notice is required from the Purchaser if the Purchaser is satisfied with the Roof Repairs.

(5) Dissatisfaction; Deficiency Notice; Purchaser's Election. If the Purchaser is not satisfied, acting reasonably, with the Roof Repairs and/or the results of the Purchaser's inspection(s), the Purchaser shall deliver written notice to the Seller on or before the Inspection Deadline setting out reasonable particulars of the deficiencies or concerns identified (the "Deficiency Notice") and electing one of the following remedies: (a) require the Seller, at the Seller's sole cost and expense, to perform further repairs, remedial work, or replacements reasonably necessary to address the deficiencies identified in the Deficiency Notice within ten (10) Business Days after delivery of the Deficiency Notice, with access for the Purchaser's inspector(s) to re-inspect upon completion; or (b) extend the Inspection Deadline by up to ten (10) Business Days to permit additional inspection and/or completion of further work.

2. **Time of Essence**

The parties hereto agree that time shall in all respects continue to be of the essence with respect to the Purchase Agreement.

3. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

4. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same document. This Agreement and/or its signature page(s) may be executed by electronic signature and/or transmitted in electronic form or by facsimile transmission and the parties to this Agreement consent thereto.

This Agreement and/or its signature page(s) executed and/or transmitted in electronic form or by facsimile transmission shall be binding to the same extent as an original signed document and/or signature page(s).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Amendment has been executed by the parties hereto on the date first above written.

Vendor:

2139654 ONTARIO LIMITED

DocuSigned by:

By: Baljit Sierra

6A4A875D68D54C2...

Name: Baljit Sierra
Title: President
I have authority to bind the corporation.

Purchaser:

TRADEGENTS LTD.

Signed by:

By: Dave Koteff

FD5CA93EFF0145E...

Name: Dave Koteff
Title: President
I have authority to bind the corporation.

This is **Exhibit "13"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

Nicholas Cheung

From: Oleg Roslak
Sent: Tuesday, July 14, 2026 10:48 AM
To: D. Robb English; Calvin Horsten
Cc: Peter Proszanski; Brian McCutcheon; Edilmer Solijon; Rodney Ikeda
Subject: FW: Building Repair Docs
Attachments: PO_12370-Naztech Mechanical-Estimate 1115.PDF; PO_12371-Novo-Roofing Proposal 2026.PDF; PastedGraphic-1.tiff

Categories: LEAP

Robb:

Further to our discussion, attached are contracts related to the roof work. Please note that the roofing proposal (PO 12371) has been accepted and is signed by the Project Manager Chris Zeni (p. 20 of the 21-page pdf). The other attached PO relates to the HVAC unit, which work has been completed.

Also as discussed, we understand that this work has already commenced, and we will provide you with such evidence in writing of the fact as we can obtain later today.

Regards,

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: Baljit Sierra <baljit.sierra@novoplas.com>
Sent: July 10, 2026 1:00 PM
To: Oleg Roslak <oroslak@himprolaw.com>; Peter Proszanski <peter@himprolaw.com>
Subject: Building Repair Docs

LEAP Email Reference |F:eedded58-4285-4412-b8ce-3c3b77a493eb|M:e1e7fde4-cc57-bd46-8772-8707010f1b73|O:1c18726c-4202-43a7-a618-3033c9db7b71|
(Please do not delete)

NOVO PLASTICS INC.

388 Markland Street, Markham, Ontario, Canada, L6C 1Z6
tel: (905) 887-8818
fax: (905) 887-8846

SUPPLIER

Supplier: Naztech Mechanical Corpo
Contact: Shayan
Telephone: 647-896-9252
Fax:
E-Mail: info@ntmechanical.casaya

340 Don Park Rd. Unit 12
Markham Ontario
Canada L3R 1C5

PURCHASE ORDER #: PO 12370

REQUESTED BY
Eddie

ISSUE DATE
2026-06-08

For New Program? ☐

Program # - Program Name
Plant--Plant

CURRENCY
$CAD

REQUIRED DATE
2026-07-15

END USE OF MATERIAL
388 Markland

DEPT. MANAGER
Baljit

Quantity	Unit	Description	Program#	Unit Cost	Total
1	pc	Rooftop unit replacement:KYG08F5C3AA5G111A1	Plant	$26,000.000	$26,000.00
2	pc	Rooftop unit repair	Plant	$6,000.000	$12,000.00
				TOTAL:	**$38,000.00**

PAYMENT TERMS:
Net 60

FOB POINT:
Novo Plastics Inc.

Questionnaire Sent?
NAFTA Required?
MSDS Required?
Novo to Pay Freight?
Novo to Pay Customs?

APPROVED

ADDITIONAL COMMENTS:
Refer to quote 1115.

Note: Any additional invoiced items not listed on this PO will not be paid against this PO#.

TERMS and CONDITIONS:

Naztech Mechanical Corporation
10520 Yonge St, Unit 35B Suite 184
Richmond Hill ON L4C 3C7
6478969252
info@ntmechanical.ca
ntmechanical.ca
GST/HST Registration No.:
740697115RT0001

Estimate

ADDRESS
Novo Plastics Inc.
388 Markland St
Markham ON L6C1Z6

ESTIMATE # 1115
DATE 04/06/2026
EXPIRATION DATE 04/09/2026

DATE		DESCRIPTION	TAX	QTY	RATE	AMOUNT
04/06/2026	**Quoted Job**	KYG08F5C3AA5G111A1 7.5 Ton, York Sun Core high efficiency Single Packaged R-454B Air Conditioner, Refrigerant Detection System, 12. EER, Gas Heat, 220 MBH Two Stage Input High Heat Aluminized Gas, 575-3-60, VFD IntelliSpeed, Dry Bulb Economizer Enhanced Static (Downflow only) (with Barometric Relief) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511), High Static Belt Drive Blower, Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors., Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil	HST ON	1	26,000.00	26,000.00
04/06/2026	**Quoted Job**	Repair Rooftop Unit	HST ON	2	6,000.00	12,000.00
			SUBTOTAL			38,000.00

HST (ON) @ 13%	4,940.00
TOTAL	**$42,940.00**

TAX SUMMARY

RATE	TAX	NET
HST (ON) @ 13%	4,940.00	38,000.00

Accepted By

Accepted Date June 7/26

NOVO PLASTICS INC.

NOVO PLASTICS INC.

388 Markland Street, Markham, Ontario, Canada, L6C 1Z6
tel: (905) 887-8818
fax: (905) 887-8846

SUPPLIER

Supplier: CentiMark Ltd.
Contact: Chris Zeni
Telephone: 1-877-673-8221
Fax:
E-Mail: chris.zeni@centimark.com

740 Huronia Rd Unit 9
Barrie Ontario
Canada L4N 6C6

PURCHASE ORDER #: PO 12371

REQUESTED BY

Eddie

ISSUE DATE

2026-06-09

For New Program? ☐

Program # - Program Name

Plant--Plant

CURRENCY

$CAD

REQUIRED DATE

2026-06-30

END USE OF MATERIAL

388 Markland

DEPT. MANAGER

Baljit

Quantity	Unit	Description	Program#	Unit Cost	Total
1		Rooftop (Upper) - Field repairs	Plant	$10,467.000	$10,467.00

TOTAL: $10,467.00

PAYMENT TERMS:
Net 60 upon Job completion

FOB POINT:
Novo Plastics Inc.

Questionnaire Sent?
NAFTA Required?
MSDS Required?
Novo to Pay Freight?
Novo to Pay Customs?

APPROVED

ADDITIONAL COMMENTS:

Note: Any additional invoiced items not listed on this PO will not be paid against this PO#.

TERMS and CONDITIONS:

CentiMark Ltd.
Innovative Roofing and Flooring Solutions

Roof Assessment and Proposed Solution

NOVO Plastics Inc. - Markham, ON

CentiMark Corporation reserves the right to adjust pricing based on industry wide price increases. Due to supply chain pressures and various material shortages, the roofing industry is currently experiencing unprecedented volatility. This is affecting both material costs and delivery schedules.

Based on the above, the pricing provided can only be held firm for 30 days after the proposal date.

If, during the performance of the contract, the price of material significantly increases, through no fault of CentiMark, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5 percent experienced by CentiMark from date of contract signing. Such price increases shall be documented through supplier notices, quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of CentiMark, as a result of shortage or unavailability of material, CentiMark shall not be liable for any additional costs or damages associated with such delay.

Thank You for Considering CentiMark

www.CentiMark.com

CentiMark Ltd.
Innovative Roofing and Flooring Solutions

National Roofing Contractors Association

Prepared On: 07/09/2026

Version: 443039.1.8

Prepared For:

Customer Information

NOVO Plastics Inc.
388 Markland St
Markham, ON L6C 1Z6

Attn: Eddie Ribeiro
Chief Designer

Email: eddie.ribeiro@novoplas.com

Location Information

NOVO Plastics Inc.
388 Markland St
Markham, ON L6C 1Z6

Attn: Eddie Ribeiro
Chief Designer

Email: eddie.ribeiro@novoplas.com

Prepared By:

Project Manager

Chris Zeni
CentiMark Ltd.
740 Huronia Rd Unit 9
Barrie, ON L4N 6C6

Chris.Zeni@centimark.com
Phone: 1-877-673-8221
Fax: 905-206-0027

National Roofing Contractors Association

Please visit us at www.centimark.com

See what makes CentiMark different

◄◄◄◄ Table of Contents ►►►►

CENTIMARK
Innovative Roofing and Flooring Solutions

07/09/2026

Eddie Ribeiro
NOVO Plastics Inc.
388 Markland St
Markham, ON L6C 1Z6

Dear Eddie Ribeiro,

Thank you for your interest in our roofing services. We made a thorough roof inspection of your facility and submit the following **quotation** for your consideration.

In brief, these roofs are in extremely poor condition to the point of failure as leaks are present. It is our recommendation these roof be replaced. However, should that not be a viable option at this time we have provided the following repair solution.

Our proposal is prepared with information gathered during our on site visit, where we met with Eddie on July 8 2026.

The **CentiMark** solution to your roof problem is the most comprehensive and client-oriented service available in today's roofing industry. This unique approach incorporates the elements of system application, service and warranty under one corporate umbrella, serviced by employees specifically trained in commercial and industrial roofing operations. Our successful experience has developed the financial strength and high industry profile necessary to secure your roofing investment, while allowing you to enjoy that personal touch so valued in a local contractor.

NOTE: CentiMark Ltd is your COR certified roofing contraction. The Certificate of Recognition (COR) is a national standard for the measurement and continuous improvement of workplace health and safety systems in Canada.

We are confident that this submittal, once accepted will satisfy the long-term needs of Novo Plastics Inc.

Thank you for your interest in our products and services. We look forward to serving you.

Sincerely,

Chris Zeni

Senior Project Manager

◄◄◄◄ Drawing ►►►►

Area: Drawing
Caption: Roof age ratting definition.

RATING DEFINITIONS

Rating	Defined Condition	Recommendation
A	GOOD CONDITION Estimated roof life: 10+ years	5 year maintenance and evaluation cycle to monitor performance.
B	FAIR CONDITION Estimated roof life: 6-10 years	3 year maintenance and evaluation cycle to monitor performance.
C	NEAR END OF LIFE Estimated roof life: 3-5 years	Immediate repairs, routine maintenance and annual evaluations to monitor performance. Roof replacement should be budgeted.
D	NEED REPLACED Estimated roof life: 0-2 years	Immediate repairs and maintenance to control active roof leaks. Roof replacement within the next 2 years.

◀◀◀◀ Drawing ▶▶▶▶

Area: Drawing
Caption: Aerial overview of the building.

◄◄◄◄ Overview Pictures ►►►►

Section: Upper
Area: Overview
Caption: Overview of the Upper section.

Section: Upper
Area: Overview
Caption: Overview of the Upper section.

◄◄◄◄ Defect Pictures ►►►►

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Blistering"

Description
Field of the roof-(BUR/Mod-Bit) "Blistering"

Impact
If the blister is punctured, it could expose the underlying roof components to the elements. This could result in water getting inside the roofing system and even into your property's interior, causing mold growth and water damage

Section: Upper
Area: Defects
Caption: (All) Past Repairs of Existing Roof System

Description
Field of the roof-(All) Past Repairs of Existing Roof System

Impact
Each leak typically creates a small area of wet insulation and exposes the deck to moisture as well. Wet insulation can compress and this can cause standing or ponding water in these areas. Ponding water can contribute to premature failure of the roof.

Section: Upper
Area: Defects
Caption: Aging Process of an Asphalt Roof System - Blueberries

Comments
The photograph shows an example of the accumulation of blueberries on the roof surface. This is the formation of small pieces of asphalt on the roof as a result of extensive aging of the asphalt top coat. This condition can cause drain debris strainers to become clogged and result in insufficient drainage and contribute to flashing failure, roof leaks, moisture infiltration into the roof system, deck deflection, or a potential roof collapse during heavy rainfall or snow and ice melt periods.

Section: Upper
Area: Defects
Caption: (All) Past Repairs of Existing Roof System

Description
Field of the roof-(All) Past Repairs of Existing Roof System

Impact
Each leak typically creates a small area of wet insulation and exposes the deck to moisture as well. Wet insulation can compress and this can cause standing or ponding water in these areas. Ponding water can contribute to premature failure of the roof.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Ridging" of Felts

Description
Field of the roof-(BUR/Mod-Bit) "Ridging" of Felts

Impact
This condition can allow moisture entry into the building and roof system, causing damage to the building contents, and deterioration of the insulation, decking and the roof system.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Exposed" Felts

Description
Field of the roof-(BUR/Mod-Bit) "Exposed" Felts

Impact
Exposed felts will degrade from ultra violet exposure and absorb moisture, which may cause separation of plies premature failure of the roof system.

Section: Upper
Area: Defects
Caption: (All) Past Repairs of Existing Roof System

Description
Field of the roof-(All) Past Repairs of Existing Roof System

Impact
Each leak typically creates a small area of wet insulation and exposes the deck to moisture as well. Wet insulation can compress and this can cause standing or ponding water in these areas. Ponding water can contribute to premature failure of the roof.

Section: Upper
Area: Defects
Caption: (All) Past Repairs of Existing Roof System

Description
Field of the roof-(All) Past Repairs of Existing Roof System

Impact
Each leak typically creates a small area of wet insulation and exposes the deck to moisture as well. Wet insulation can compress and this can cause standing or ponding water in these areas. Ponding water can contribute to premature failure of the roof.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Ridging" of Felts

Description
Field of the roof-(BUR/Mod-Bit) "Ridging" of Felts

Impact
This condition can allow moisture entry into the building and roof system, causing damage to the building contents, and deterioration of the insulation, decking and the roof system.

Section: Upper
Area: Defects
Caption: (All) Past Repairs of Existing Roof System

Description
Field of the roof-(All) Past Repairs of Existing Roof System

Impact
Each leak typically creates a small area of wet insulation and exposes the deck to moisture as well. Wet insulation can compress and this can cause standing or ponding water in these areas. Ponding water can contribute to premature failure of the roof.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Ridging" of Felts

Description
Field of the roof-(BUR/Mod-Bit) "Ridging" of Felts

Impact
This condition can allow moisture entry into the building and roof system, causing damage to the building contents, and deterioration of the insulation, decking and the roof system.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Ridging" of Felts

Description
Field of the roof-(BUR/Mod-Bit) "Ridging" of Felts

Impact
This condition can allow moisture entry into the building and roof system, causing damage to the building contents, and deterioration of the insulation, decking and the roof system.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Ridging" of Felts

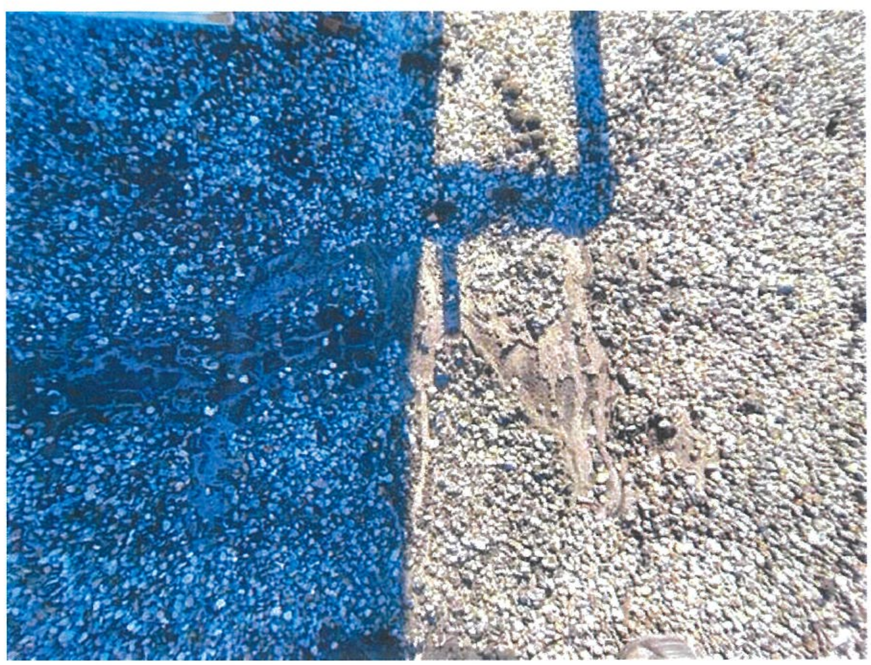
Description
Field of the roof-(BUR/Mod-Bit) "Ridging" of Felts

Impact
This condition can allow moisture entry into the building and roof system, causing damage to the building contents, and deterioration of the insulation, decking and the roof system.

Section: Upper
Area: Defects
Caption: (BUR/Mod-Bit) "Exposed" Felts

Description
Field of the roof-(BUR/Mod-Bit) "Exposed" Felts

Impact
Exposed felts will degrade from ultra violet exposure and absorb moisture, which may cause separation of plies premature failure of the roof system.



◄◄◄◄ Construction Specification ►►►►

NOVO Plastics Inc.
388 Markland St
Markham, ON L6C 1Z6

Specifications For CentiMark Asphalt Field Repair

Sections included: Upper

Project Preparation:

Perform a pre-job meeting to determine jobsite logistics and safety requirements.

Safety Related

Furnish and install proper safety equipment in accordance with Centimark's written safety program.

Furnish and install warning lines to identified areas associated with ground related roofing activities.

Store roofing materials in accordance with good roofing practices. Material placement will be to distribute weight loads throughout the entire roof area.

Surface Preparation:

Push back the loose pea gravel 24 inches on either side of the repair areas.

Scarify gravel down to existing membrane 18 inches on either side of the repair area to provide suitable tie-ins for new materials. Approx. 400 Sq Ft in multiple areas.

System Application:

Furnish and install 2 plies of #15 felts using type 2 asphalt to a consistency of 25 lbs. per 100 square foot per ply. Approx. 400 Sq Ft in multiple areas.

Push back loose gravel onto the repair areas by means of flood coat of hot asphalt to ensure a watertight condition.

Standard Operating Procedures:

Employee Professionalism

All work shall be performed in a safe, professional manner in compliance with Centimark policy.

Clean Up

All work premises will be cleaned daily during the construction process and at the completion of the project.

Job Acceptance and Punch List

Conduct a post job walk through for final sign-off of our job completion form.

Warranty

Upon purchase of the roofing system, you become entitled to receive the benefits of single source responsibility through **CentiMark's** comprehensive written warranty. This warranty protects your roof against defects in materials or workmanship. If your roof leaks at any time during the warranty period, we will provide complete warranty service.

Quote Name	Section Name	Length
Novo Plastics - Field Repairs	Upper	one (1)

Exclusions

CentiMark Corporation disclaims any and all responsibility for pre-existing conditions including, but not limited to: structural damage or deficiencies, clogged drains, mold growth, excessive standing water, removal of hazardous material or other hidden deficiencies such as; damaged or leaking skylights, HVAC units/conduits, electrical or gas lines. This proposal does not cover, and in no case shall CentiMark be liable for, the removal of, or damage to, HVAC units/conduits, gas lines, water lines, electric lines, or conduits, whether located above, below, or in the roof system, lightning protection systems, landscaping, communication cable, communication devices, or other devices, including recalibration of satellites. It is the building owner's financial obligation to provide corrective measures.

Please know that CentiMark Corporation is not an architect, engineering or design professional, and consequently assumes no responsibility for any such services. The proposed scope of work has been submitted upon your specific request. Unless otherwise noted specifically in the proposed scope of work, you acknowledge that the following options are not included in the contract price, including: safety accessories; increased insulation; or enhanced roof draining upgrades such as added drains, emergency overflow scuppers, sloped/tapered insulation or larger gutters and downspouts. Please let us know if you would like to review or include any of these options.

Recommended Accessory Options to Consider:

Upper Section Replacement Budget (Full Removal) Lead time will be 4 weeks from PO issue.

Supply and install CentiMarks twenty (20) year non-prorated workmanship and materials 60 Mil reinforced TPO roof system please budget $115,000.00 plus HST.

Supply and install clear polyethylene sheeting suspended from deck creating complete barrier containment area. Approx. 11,491 Sq Ft. All signage, cameras, sensors, alarms and all other miscellaneous drop downs (penetration points to sheeting) to be exposed. Please budget $35,203.00 plus HST

: view instructional vid

◂◂◂◂ Drawing ▸▸▸▸

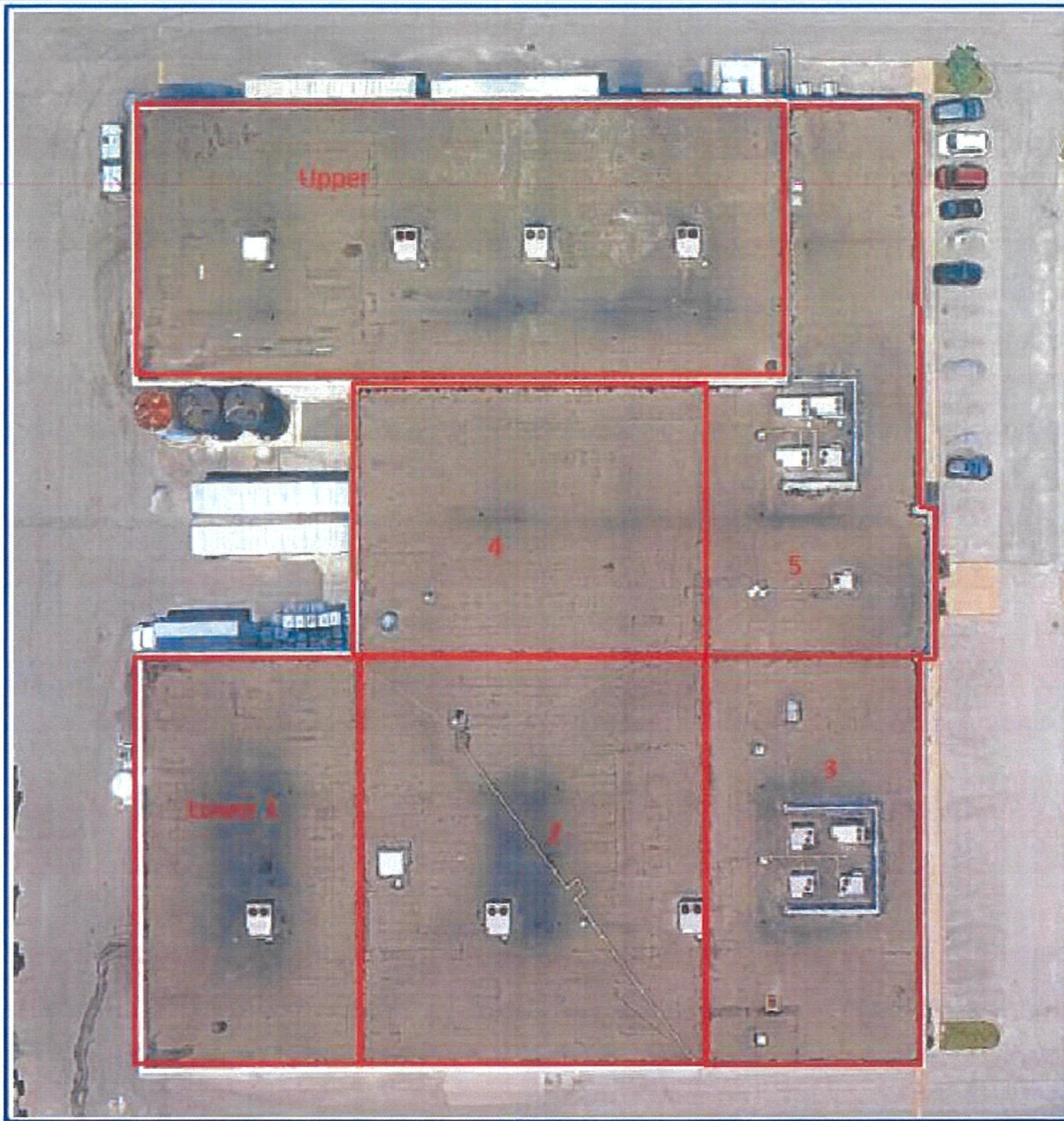
Area: Drawing
Caption: Roof age ratting definition.

RATING DEFINITIONS

Rating	Defined Condition	Recommendation
A	GOOD CONDITION Estimated roof life: 10+ years	5 year maintenance and evaluation cycle to monitor performance.
B	FAIR CONDITION Estimated roof life: 6-10 years	3 year maintenance and evaluation cycle to monitor performance.
C	NEAR END OF LIFE Estimated roof life: 3-5 years	Immediate repairs, routine maintenance and annual evaluations to monitor performance. Roof replacement should be budgeted.
D	NEED REPLACED Estimated roof life: 0-2 years	Immediate repairs and maintenance to control active roof leaks. Roof replacement within the next 2 years.

Drawing

Area: Drawing
Caption: Aerial overview of the building.



NATIONAL COR STANDARD Certified by IHSA.ca Work Safe for Life

CentiMark Ltd. Innovative Roofing and Flooring Solutions

Executive Proposal Summary

NOVO Plastics Inc.
388 Markland St
Markham, ON L6C 1Z6

Quote	Section	Sq Ft.	System	Warranty*	Price**
Novo Plastics - Field Repairs					$10,467
	Upper	400	TPO RoofBond	one (1) years	
	Options for Quote:				
	• Upper Section Replacement Budget (Full Removal) Lead time will be 4 weeks from PO issue.				
	• Supply and install CentiMarks twenty (20) year non-prorated workmanship and materials 60 Mil reinforced TPO roof system please budget $115,000.00 plus HST.				
	• Supply and install clear polyethylene sheeting suspended from deck creating complete barrier containment area. Approx. 11,491 Sq Ft. All signage, cameras, sensors, alarms and all other miscellaneous drop downs (penetration points to sheeting) to be exposed. Please budget $35,203.00 plus HST				

* Roof system warranties protect your roof against defects in materials or workmanship for the specified period as outlined in the CentiMark Non-Prorated Limited Roof Warranty or the manufacturer's warranty.

** Plus applicable state and local sales tax including, but not limited to, the following states CT, HI, KS, NM, TX, WA and Canada. Exceptions to rules may apply for certain services, i.e. New Construction, Residential, National Disaster, and subcontract service.

Comments:
HST is not included in the price.
Additional Comments:
3 week lead time from PO issue for the repairs.

Chris Zeni
CentiMark Project Manager Signature

July 10 2026
Date

For internal use only, ID # 443039
Version: 443039.1.8

[redacted]

CentiMark Corporation reserves the right to adjust pricing based on industry wide price increases. Due to supply chain pressures and various material shortages, the roofing industry is currently experiencing unprecedented volatility. This is affecting both material costs and delivery schedules.

Based on the above, the pricing provided can only be held firm for 30 days after the proposal date.

If, during the performance of the contract, the price of material significantly increases, through no fault of CentiMark, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5 percent experienced by CentiMark from date of contract signing. Such price increases shall be documented through supplier notices, quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of CentiMark, as a result of shortage or unavailability of material, CentiMark shall not be liable for any additional costs or damages associated with such delay.

This quote does not include any supplemental deck attachment as may be required by Factory Mutual Global (FM). Please note that should FM and/or you require such deck attachment, additional costs will be estimated and added as a separate item to the overall cost of this project.

Valid from 07/09/2026

This is **Exhibit "14"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:

Oleg M. Roslak

737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

Nicholas Cheung

From: Oleg Roslak
Sent: Friday, July 17, 2026 11:44 AM
To: 'Calvin Horsten'
Cc: D. Robb English; Peter Proszanski; Edilmer Solijon; Brian McCutcheon; Rodney Ikeda
Subject: RE: Building Repair Docs
Attachments: consent.pdf

Categories: LEAP

Calvin:

See attached. These are being provided on the conditions set out in the signed form and on your further assurance on behalf of TD (as stated in your and Robb's emails of July 16, 2026), that no steps will be taken to serve the broader service list prior to September 1, 2026, if TD is not paid out by the deadline provided for in the attached consent, being August 31, 2026.

Regards,

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: Calvin Horsten <chorsten@airdberlis.com>
Sent: July 17, 2026 10:53 AM
To: Oleg Roslak <oroslak@himprolaw.com>
Cc: D. Robb English <renglish@airdberlis.com>; Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Thank you, Oleg. We will look out for your next email.

Calvin Horsten
Associate | Lawyer

T 416.865.3077
E chorsten@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

From: Oleg Roslak <oroslak@himprolaw.com>
Sent: July 17, 2026 10:51 AM
To: Calvin Horsten <chorsten@airdberlis.com>
Cc: D. Robb English <renglish@airdberlis.com>; Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Calvin:

I have spoken with my client and he will abide by your direction.

I expect the signed consents in the next half hour. You should have them before noon.

Regards,

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: Calvin Horsten <chorsten@airdberlis.com>
Sent: July 17, 2026 9:48 AM
To: Oleg Roslak <oroslak@himprolaw.com>
Cc: D. Robb English <renglish@airdberlis.com>; Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Hi Oleg,

I understand that Mr. Sierra left a voicemail for TD this morning. At this point, please direct your client to communicate with TD only through counsel, in writing.

Will we be receiving the executed consent this morning?

Thank you,

Calvin Horsten
Associate | Lawyer

T 416.865.3077
E chorsten@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

From: Oleg Roslak <oroslak@himprolaw.com>
Sent: July 16, 2026 6:22 PM
To: D. Robb English <renglish@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Thanks.

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: D. Robb English <renglish@airdberlis.com>
Sent: July 16, 2026 6:10 PM
To: Calvin Horsten <chorsten@airdberlis.com>; Oleg Roslak <oroslak@himprolaw.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: Re: Building Repair Docs

Agreed. There is no need to serve at this time if the consent is given- which has not occurred yet. Or if consent is given and there is no payout by end of August

D. Robb English
Partner | Lawyer

T 416.865.4748
E renglish@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

From: Calvin Horsten <chorsten@airdberlis.com>
Sent: Thursday, 16 July 2026 14:06:03
To: Oleg Roslak <oroslak@himprolaw.com>; D. Robb English <renglish@airdberlis.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Hi Oleg,

For clarity, TD Bank's current application is for the appointment of a receiver (not for judgment at this time). Notwithstanding the consent of the respondents, the Court expects us to have served any other known creditors (e.g. PPSA registrants) who may be affected by the appointment of the receiver.

I've discussed with TD that, if not paid out by August 31st, we would serve on September 1 for a Court date shortly thereafter. I trust that alleviates some of the concern.

We look forward to receiving the executed consent by no later than noon tomorrow (failing which we will be obligated by the Court's last endorsement to serve our Application Record).

Thanks,

Calvin Horsten
Associate | Lawyer

T 416.865.3077
E chorsten@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

From: Oleg Roslak <oroslak@himprolaw.com>
Sent: July 16, 2026 4:28 PM
To: D. Robb English <renglish@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon

<brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

Robb and Calvin:

Further to my discussion with Calvin today, I'd ask for some clarification. Calvin said (if I understood correctly) that materials would need to be served on the wider service list 10 days prior to September 1 (or 10 days prior to whatever date after September 1 is scheduled), notwithstanding that a consent to judgment has been provided that would allow for payout as late as August 31, 2026 (as per the below).

Again, I may have misunderstood, but it is not clear to me why service on the creditors is required in the circumstances of a consent to judgment. Kindly clarify.

Regards,

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: D. Robb English <renglish@airdberlis.com>
Sent: July 14, 2026 2:47 PM
To: Oleg Roslak <oroslak@himprolaw.com>; Calvin Horsten <chorsten@airdberlis.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: RE: Building Repair Docs

I spoke with the bank and have received some instructions.

They are prepared to extend the time for payout to August 31/2026 on condition that we are provided, before noon on Friday, with an executed consent to the receivership order as drafted, effective as of Aug 31/26. That gives 6+ weeks rather than the 3 needed, and no need for drafting any responding materials. It also obviates the need to serve a wider service list at this time. The existing court dates would obviously be pushed out. In addition, as the sale and leaseback agreement would need to be amended as to the closing date TD needs to receive a copy of that amendment as soon as signed, and an update in writing if not signed and received by end of week.

Please review with your client and revert ASAP- thanks

D. Robb English
Partner | Lawyer

T 416.865.4748
E renglish@airdberlis.com

Aird & Berlis LLP
Toronto | Vancouver

From: Oleg Roslak <oroslak@himprolaw.com>
Sent: July 14, 2026 11:10 AM
To: D. Robb English <renglish@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Cc: Peter Proszanski <peter@himprolaw.com>; Edilmer Solijon <esolijon@himprolaw.com>; Brian McCutcheon <brian@himprolaw.com>; Rodney Ikeda <rikeda@himprolaw.com>
Subject: FW: Building Repair Docs

Robb:

As Peter read it out to you verbatim I see no issue (although this is not to be taken as waiver of privilege with respect to any other communications with our client). See below.

If the below email from our client is insufficiently clear, please advise. Perhaps I just don’t understand your question re which quote is being accepted regarding the roofing repair proposal.

If you have any further questions, let me know.

Regards,

Oleg Roslak
Lawyer at Himelfarb Proszanski

480 University Avenue, Suite 1401 Toronto, ON M5G 1V2
416-599-8080 331 416-599-3131
oroslak@himprolaw.com www.himprolaw.com

From: Baljit Sierra <baljit.sierra@novoplas.com>
Sent: July 10, 2026 1:00 PM
To: Oleg Roslak <oroslak@himprolaw.com>; Peter Proszanski <peter@himprolaw.com>
Subject: Building Repair Docs

Hello Oleg and Peter,

Sorry for the delay in sending these to you as I was in meetings most of yesterday.

As discussed, please find enclosed the documentation for the HVAC and the Roof work. For the HVAC, its fairly straightforward and has been completed.

For the roof repair, we had repaired the roof however the Buyer was not satisfied with the work done. He then further insisted that we remove and replace the one section of the roof completely. This is obviously an expensive undertaking and something I didn't agree with. After much discussion, and after meeting 3 different roofing companies, we mutually agreed on hiring a new roofing company - Centimark (Proposal and PO attached). If you see the enclosed quote from the roofing company , you will see both Option 1 (Repair) and Option 2 (Replace). We are obviously going with Option 1, which he has agreed to, on the condition that if the work done on the roof is not to his satisfaction he will take it upon himself to replace that section of the roof so as to not hold up closing any longer; However if this does happen, he will deduct the $150,000 form the purchase price. I hesitantly agreed. I just want to get this done. So the work was officially kicked off yesterday and it will take 3 weeks to complete. After that regardless of the outcome, he will have to close. He will not close the transaction without the roof repair being done to his satisfaction. So we are looking at 3 weeks delay at this point.

Please see attached paperwork and let me know if you have any questions.

Regards
Baljit

Baljit Sierra, JD, MBA

President and CEO
388 Markland St.
Markham, Ontario
L6C 1Z6
Office: (905) 887-8818 Ext. 250
Fax: (905) 887-8846
Mobile: (416) 844-7580
Email: baljit.sierra@novoplas.com
Web: www.novoplas.com

LEAP Email Reference |F:eedded58-4285-4412-b8ce-3c3b77a493eb|M:e1e7fde4-cc57-bd46-8772-8707010f1b73|O:c240271d-1c36-4ab7-a622-66e4cef3e6c9| (Please do not delete)

Court File No. CL-26-00000153-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

NOVO PLASTICS INC. and 2139654 ONTARIO LIMITED

Respondents

CONSENT TO RECEIVERSHIP

NOVO PLASTICS INC. (the "**Debtor**") hereby irrevocably agrees as follows:

1. On consent, the full receivership Order proposed by The Toronto-Dominion Bank ("**TD Bank**") in this Application and appended to TD Bank's Application Record dated April 14, 2026 at Tab 2 (collectively, the "**Relief**") shall be adjourned to a date of TD Bank's choosing (the "**Return Date**"), provided that such Return Date is not before September 1, 2026, which Return Date is peremptory on the Debtor, and on which Return Date TD Bank shall be entitled to seek the Relief on the full consent of the Debtor (without any defences, complaints or objections whatsoever), subject only to paragraph 2 of this Consent to Receivership. For greater certainty, the Debtor hereby consents to the Relief.
2. On the Return Date, the Relief shall be dismissed, without costs, if (and only if):
   a. TD Bank has been indefeasibly repaid the Indebtedness (as defined in the Affidavit of Sicheng Lou sworn April 10, 2026), in full, by no later than 4 p.m. on August 31, 2026 in immediately available funds (such that, for greater certainty, any amounts ranking in priority to the Indebtedness, including, without limitation, any arrears by the Debtor in respect of source deductions, HST and property taxes, shall have also been indefeasibly paid by the Debtor); and

b. the Debtor, on its behalf and on behalf of its successors, assigns and other legal representatives, has absolutely, unconditionally and irrevocably released, remised and forever discharged TD Bank and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (TD Bank and all such other persons being hereinafter referred to collectively as the "**Releasees**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the Debtor or any of its successors, assigns or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever that: (i) relates to the Indebtedness (including, without limitation, the Credit Agreement, the Security, the Guarantees, the Forbearance Agreement, the Extension Agreement, and any documents or transactions related to any of the foregoing, as each of these terms is defined in the Affidavit of Sicheng Lou sworn April 10, 2026); and (ii) arises at any time on or prior to the date on which all obligations under paragraph 2(a) have been indefeasibly repaid to TD Bank.

DATED this 17th day of July, 2026.

NOVO PLASTICS INC.

By: ______________________________

Name: BALJIT SIDHU
Title: PRESIDENT

I have authority to bind the corporation.

Court File No. CL-26-00000153-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

NOVO PLASTICS INC. and 2139654 ONTARIO LIMITED

Respondents

CONSENT TO RECEIVERSHIP

2139654 ONTARIO LIMITED (the "**Debtor**") hereby irrevocably agrees as follows:

1. On consent, the full receivership Order proposed by The Toronto-Dominion Bank ("**TD Bank**") in this Application and appended to TD Bank's Application Record dated April 14, 2026 at Tab 2 (collectively, the "**Relief**") shall be adjourned to a date of TD Bank's choosing (the "**Return Date**"), provided that such Return Date is not before September 1, 2026, which Return Date is peremptory on the Debtor, and on which Return Date TD Bank shall be entitled to seek the Relief on the full consent of the Debtor (without any defences, complaints or objections whatsoever), subject only to paragraph 2 of this Consent to Receivership. For greater certainty, the Debtor hereby consents to the Relief.
2. On the Return Date, the Relief shall be dismissed, without costs, if (and only if):
    a. TD Bank has been indefeasibly repaid the Indebtedness (as defined in the Affidavit of Sicheng Lou sworn April 10, 2026), in full, by no later than 4 p.m. on August 31, 2026 in immediately available funds (such that, for greater certainty, any amounts ranking in priority to the Indebtedness, including, without limitation, any arrears by the Debtor in respect of source deductions, HST and property taxes, shall have also been indefeasibly paid by the Debtor); and

b. the Debtor, on its behalf and on behalf of its successors, assigns and other legal representatives, has absolutely, unconditionally and irrevocably released, remised and forever discharged TD Bank and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (TD Bank and all such other persons being hereinafter referred to collectively as the "**Releasees**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the Debtor or any of its successors, assigns or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever that: (i) relates to the Indebtedness (including, without limitation, the Credit Agreement, the Security, the Guarantees, the Forbearance Agreement, the Extension Agreement, and any documents or transactions related to any of the foregoing, as each of these terms is defined in the Affidavit of Sicheng Lou sworn April 10, 2026); and (ii) arises at any time on or prior to the date on which all obligations under paragraph 2(a) have been indefeasibly repaid to TD Bank.

DATED this 17th day of July, 2026.

2139654 ONTARIO LIMITED

By: ______________________________

Name: BACSIT SIERRA

Title: PRERIDO

I have authority to bind the corporation.

This is **Exhibit "15"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

MIXA LAW

895 Don Mills Road
Tower 2, Suite 108
Toronto, ON
M3C 1W3

T 647 499 8848
F 647 498 1330
MIXALAW.COM

August 11th, 2026

Himelfarb Proszanski
Barrister & Solicitor
1401-480 University Ave
Toronto, ON
M5G 1V2

Attention: Rodney Ikeda

Dear Sir or Madam,

RE: TRADEGENTS LTD. purchase from 2139654 Ontario Limited
388 Markland St, Markham, ON, L6C 1Z6
Closing Date: August 28th, 2026
My file no. 26-00104

Without prejudice to the rights of our client under the Agreement of Purchase and Sale, and reserving the right to submit such further and other requisitions as may be deemed necessary from time to time as well as the right to waive any or all of them, we wish to raise the following requisitions:

1. Enclosed is a copy of the tax certificate obtained by our office that shows arrears in the amount of $286,648.92 ($144,752.76 owing for 2026 and $141,896.16 owing for 2025).

   REQUIRED: On or before closing, good and sufficient evidence that the outstanding amounts, or amounts due by closing, have been paid in full. Or in the alternative, your personal undertaking to pay the outstanding arrears, including any penalties or interest, from the proceeds due on closing and to provide proof of payment after closing.
2. Enclosed is a copy of the water certificate obtained by our office that shows arrears in the amount of $43,787.87.

   REQUIRED: On or before closing, production and evidence of your firm's undertaking to pay to the water department, forthwith upon completion of this transaction, the sum of $43,787.87, an amount sufficient to pay arrears and penalty to the end of closing date or end of closing date month
3. Our municipal/building department search of the above property discloses the following outstanding building permits, construction under which has not been confirmed as complete:

   Permit Number(s):

98 221090 000 00 AL
Description: Alteration, Interior Industrial
Status: Open - Final inspection not confirmed

97 203478 000 00 AL
Description: Alteration, Interior Industrial
Status: Open / Final inspection not confirmed.

REQUIRED: Vendor, at its own expense and prior to closing:

Obtain and deliver to us satisfactory evidence that all work performed under the above permits has been completed in accordance with the approved plans and the Building Code Act, 1992, S.O. 1992, c. 23, and its regulations;

1. Arrange for and obtain a final inspection (or such other inspection as may be required, including a General Site Inspection, Code 045) with the City's/Municipality's Building Inspection Division in respect of each permit;

2. Deliver to us written confirmation from the Building Inspection Division, or the applicable Final Inspection Notice/Certificate of Completion, evidencing that each permit has been closed and no further inspections, orders, or deficiencies remain outstanding; and

3. Provide us with copies of the approved building permit documents for each of the above permits, to be made available to the building inspector at the property to facilitate any required inspection.

We note that the Vendor or permit holder may request a General Site Inspection (Code 045) by calling the Permit Inspection Request Line at 905-475-4850. The approved permit documents must be made available to the inspector at the property.

Please be advised that any outstanding infractions, work orders, or incomplete inspections affecting the property may be confirmed by faxing a request directly to the Building Inspection Division at 905-415-7501, or by calling 905-475-4850.

Yours very truly,

Mixa Law

Joel Mixa

This is **Exhibit "16"** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS THIRD AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE dated in Markham as of the 14th of September, 2026.

BETWEEN:

2139654 ONTARIO LIMITED

(the "**Vendor**")

- and -

TRADEGENTS LTD.

(the "**Purchaser**")

WHEREAS:

A. The Vendor and the Purchaser are parties to an Agreement of Purchase and Sale dated as of May 21, 2026, in respect of the purchase and sale of the property municipally known as 388 Markland St., Markham, ON L6C 1Z6 (as amended from time to time, the "Purchase Agreement" or the "APS").

B. The Vendor and the Purchaser entered into a second amendment to the APS dated August 10, 2026 (the "Second Amendment").

C. The Closing Date under the Purchase Agreement, as amended by the Second Amendment, was September 4, 2026. However, closing did not occur on September 4, 2026 because two open building permits were discovered for the Property, being Permit No. 98 221090 000 00 AL 388 Markland St re Alteration - Interior Industrial; and Permit No. 97 203478 000 00 AL 388 Markland St re Alteration - Interior Industrial (the "Building Permits"), and the parties wish to extend the Closing Date to allow the Vendor time to close those permits..

D. The Second Amendment concerned roof repairs to be performed by the Vendor prior to closing and provided an inspection mechanism for the Purchaser, all of which has now been completed.

E. The parties wish to further amend the Purchase Agreement on the terms and conditions set out in this Third Amendment and otherwise confirm and ratify the Purchase Agreement, as amended.

F. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement, as the context requires.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two Dollars ($2.00) now paid by each of the parties hereto one another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the partes hereto covenant and agree as follows:

1. Amendments to Purchase Agreement

1.1 The APS is amended as follows:

(a) Section 1.1 of the APS is amended by deleting the definition of "Closing Date" in its entirety and replacing it with the following:

"Closing Date" means the date that is sixty (60) days from the date of signing of the Third Amendment to the Agreement of Purchase and Sale between the Vendor and the Purchaser dated as of May 21, 2026.

2. Confirmation and Ratification

Except as expressly amended by this Third Amendment, the APS, including the Second Amendment, is hereby confirmed and ratified and shall continue in full force and effect, unamended.

3. Time of Essence

Time shall in all respects be of the essence of the Purchase Agreement, as amended by this Third Amendment.

4. Enurement

This Third Amendment enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

5. Governing Law

This Third Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6. Counterparts; Electronic Signatures

This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be delivered electronically (including by email attachment or facsimile) and by electronic signature, and such signatures shall be deemed to be original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Amendment has been executed by the parties hereto on the date first above written.

Vendor:

2139654 ONTARIO LIMITED

DocuSigned by:

By: Baljit Sierra
6A4A875D68D54C2...

Name: Baljit Sierra
Title: President
I have authority to bind the corporation.

Purchaser:

TRADEGENTS LTD.

Signed by:

By: Dave Koteff
6E6D2325E692408...

Name: Dave Koteff
Title: President
I have authority to bind the corporation.

This is **Exhibit “17”** to the
Affidavit of Baljit Sierra
SWORN REMOTELY BY
Baljit Sierra, at the City of Richmond Hill,
in the Province of Ontario, before me on this 14th day
of September 2026, in accordance with Ontario Regulation
431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Oleg M. Roslak
737EE45225E64AB...

A Commissioner for Taking Affidavits, etc.

Nicholas Cheung | LSO# 92677B

NOVO PLASTICS INC

NOVO PLASTICS INC.

388 Markland Street, Markham, Ontario, Canada, L6C 1Z6

tel: (905) 887-8818

fax: (905) 887-8846

SUPPLIER

PURCHASE ORDER #: PO 12424

Supplier: Gengroup Inc.
Contact: Brad Moore
Telephone: 416-293-4103
Fax: 416-293-7774
E-Mail: Brad@gengroup.ca

4200 Midland Avenue
Scarborough Ontario
Canada M1V 4S6

REQUESTED BY

Eddie

ISSUE DATE

2026-09-14

For New Program? ☐

Program # -- Program Name

Plant--Plant

CURRENCY

$CAD

REQUIRED DATE

2026-09-16

END USE OF MATERIAL

DEPT. MANAGER

Baljit

Quantity	Unit	Description	Program#	Unit Cost	Total
1		Inspection of ALL cranes for structure and safety. Time and material.	Plant		

TOTAL:

PAYMENT TERMS:

Net 30

FOB POINT:

Novo Plastics Inc.

Questionnaire Sent?
NAFTA Required?
MSDS Required?
Novo to Pay Freight?
Novo to Pay Customs?

APPROVED

ADDITIONAL COMMENTS:

Note: Any additional invoiced items not listed on this PO will not be paid against this PO#.

TERMS and CONDITIONS:

THE TORONTO-DOMINION BANK
Applicant - and - NOVO PLASTICS INC. *et al.*
Respondents

Court File No.: CL-26-00000153-0000

Ontario
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced
at Toronto

AFFIDAVIT OF BALJIT SIERRA
(sworn September 14, 2026)

HIMELFARB PROSZANSKI
480 University Avenue, Suite 1401
Toronto, Ontario M5G 1V2

Oleg M. Roslak
LSO No. 53137M

Tel: (416) 599-8080 ext. 331
Fax: (416) 599-3131
Email: oroslak@himprolaw.com

Lawyers for the Respondents

THE TORONTO-DOMINION BANK
Applicant

- and -

NOVO PLASTICS INC. *et al.*
Respondents

Court File No.: CL-26-00000153-0000

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AFFIDAVIT OF BALJIT SIERRA
(sworn September 14, 2026)

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Lawyers for the Respondents

THE TORONTO-DOMINION BANK
Applicant - and - NOVO PLASTICS INC. *et al.*
Respondents

Court File No.: CL-26-00000153-0000

Ontario
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced
at Toronto

MOTION RECORD

HIMELFARB PROSZANSKI
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