

Cosman Mortgage Holding Corp.
c/o Suite 100 – 95 Barber Greene Road,
Toronto ON M3C 3E9

December 3rd, 2024

Penady (North Barrie) Limited

Suite 901 33 Yonge Street
Toronto ON M5E 0A9

Penady (Stoney Creek) Ltd.

400 Winona Road
Stoney Creek ON L8E 5E4

PRC Barrie Corp.

Suite 901 33 Yonge Street
Toronto ON M5E 0A9

PRC Stoney Creek Corp.

400 Winona Road
Stoney Creek ON L8E 5E4

PenEquity Development Limited Partnership

400 Winona Road
Stoney Creek ON L8E 5E4

PenEquity Development GP Inc.

400 Winona Road
Stoney Creek ON L8E 5E4

Dear Sirs:

Re: Cosman Mortgage Holding Corp. and/or its syndicated partners or assignees (the “Lender”) \$11,900,000 mortgage loan to Penady (North Barrie) Limited and Penady (Stoney Creek) Ltd. (the “Borrowers”) (together, the “Borrowers, and each a “Borrower”) secured by, amongst other things, a first charge over 299 Cundles Road East, Barrie, ON having PINs: 58830-0110 and 58830-0113, (the “Cundles Property”) a first mortgage over 400 Winona Road, Stoney Creek, ON having PINs: 17368-0112, 17368-0654 and 17368-0660 (the “Winona Property” which together with the Cundles Property are referred to as the “Properties” and each a “Property”) and guaranteed by PRC Barrie Corp., PRC Stoney Creek Corp., PenEquity Development Limited Partnership and PenEquity Development GP Inc. (together, the “Guarantors”, and each a “Guarantor”).

Reference is made to a commitment letter from the Lender to the Borrowers and Guarantors dated May 6th, 2022, and accepted by the Borrowers and Guarantors on May 17th, 2022. Further reference is made to an extension agreement letter from the Lender to the Borrower and Guarantors dated November 22nd 2023, and accepted by the Borrower and Guarantors on November 29th 2023 (the “**Commitment**”)

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Commitment.

The Lender reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under the Commitment or any Security, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default, or Event of Default.

The Loan matures on January 1st 2025 (the "Maturity Date"), and subject to the terms hereof, has a principal balance outstanding as of the that date of \$11,900,000. The Borrowers have requested that the Lender provide the Borrower with a three (3) month extension of the Loan, such that the Maturity Date of the Loan, shall be April 1st 2025 (the "**New Maturity Date**").

The Lender hereby agrees to extend the Maturity Date of the Loan to the New Maturity Date on which date the full balance of the Indebtedness shall be due and payable, upon the terms set out herein, subject to the following terms and conditions:

1. The interest rate payable on the outstanding principal balance of the Loan (together with any other amounts which may be owed by the Borrower to the Lender from time to time), and on all overdue interest, shall accrue and be calculated before, as well as after maturity, default or judgement
 - a. from December 1st 2024, to February 28th, 2025 at a variable rate which at all times shall be the higher of (i.) [redacted] % per annum, or (ii.) the RBC Prime Rate (being [redacted] % on the date hereof) plus [redacted] % per annum, interest only calculated and payable monthly in accordance with the Commitment; and [redacted commercially sensitive rates]
 - b. from March 1st 2025 onward at a fixed rate of [redacted] % per annum until repaid, calculated and payable monthly, interest only; payable monthly, interest only, on the first day of each and every month.

The Borrowers and Guarantors acknowledge and agrees that the interest rate in 1(b) occurs solely by passage of time, and not as the result of the occurrence of any default or event of default.

2. The Borrower may then on not less than fifteen (15) days' written notice, repay all, but not less than all of the Indebtedness then outstanding, on payment of a penalty equal to zero (0) month's interest on the then outstanding Indebtedness (the "Prepayment Penalty").

The extension of the Loan to the Borrower shall be subject to satisfaction of each of the following conditions (the "Conditions") on or before the December 15th (the "Acceptance Date"), any of which may be waived by the Lender, in its sole and unfettered discretion.

1. Value of the properties. The Lender shall receive from a Lenders approved AACI appraiser a satisfactory as is appraisal of each of the properties. Such an appraisal report must be addressed to the lender or assigned to the Lender via a Letter of Transmittal.
2. evidence that the realty taxes on the Property have been paid in full and are otherwise up to date. In that regard, please provide us with an up-to-date realty tax statement in respect of the Property issued by the local municipality.
3. evidence that all insurance delivered in connection with Security continues to be in full force and effect. Please provide us with a certificate in respect of the Property with the confirmation that the Lender is listed as mortgagee and loss payee from your insurance company in that regard;
4. A copy of the latest financial statements (or T2's) of the Borrower;
5. The Borrower and Guarantor shall pay to Cosman Mortgage Capital Corporation and extension fee in the amount of [redacted] (the "Extension Fee") which shall be deemed to have been earned by [redacted commercially sensitive fee] upon the execution of this agreement and be due and payable upon acceptance of this agreement by the Borrower and Guarantors.
6. No Event of Default shall have occurred between the date of this letter and the Acceptance Date.

7. The monthly payments shall continue to be paid via pre-authorized debit until the outstanding indebtedness is repaid in full. The Borrower and Guarantors continues to authorize Cosman Mortgage Capital Corporation to deduct the applicable fees and interest due on the first of each month in accordance with the Commitment.

By executing a copy of this letter, the Borrower and Guarantors confirm that:

- a) The Indebtedness is owing by the Borrower in full, that all Security remains in full force and effect and that the Security continues to constitute a valid and binding obligation of the Borrower and/or the Guarantors (as applicable);
- b) All other terms and conditions of the Commitment and the Security remain in full force and effect, unamended (save only as contemplated by this agreement);
- c) Time shall continue to be of the essence;
- d) Nothing herein contained shall create any merger or alter the rights of the Lender as against any subsequent encumbrancer or other person with an interest in the Property, nor affect the liability of any person not a party hereto who may be liable to pay the Loan or the Charge, all of which rights are hereby reserved;
- e) the terms and conditions of the Commitment, except only insofar as the same are amended by the express provisions of this letter agreement, are confirmed and ratified in all respects and shall hereafter continue in full force and effect as amended and without limitation, they are bound by the terms of the Commitment as modified herein and the amounts owing to the Lender in connection with the Loan are owing in full without set-off or deduction and all Security remains in full force and effect and continues to constitute a valid and binding obligation of the issuers thereof; and
- f) The Borrower and/or the Guarantors will, upon the written request of the Lender, do all such acts and execute all such further documents, and will cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, in order to more effectively evidence the terms of this letter.
- g) This letter agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this letter agreement, a party hereto may send a copy of its original signature on the execution page hereof to the other parties by facsimile transmission or by electronic means, and such transmission shall constitute delivery of an executed copy of this letter agreement to the receiving party.

By executing this agreement, you hereby authorize and direct the Lender to register a notice of the agreement constituted by this letter on title to the Property, and (if necessary) to register an extension of the financing statement(s) relating to the Loan in respect of the Borrower and/or the Guarantors.

This offer is open for acceptance until 5:00 p.m. (EST) on the Acceptance Date after which it shall be deemed to have been automatically withdrawn and the Lender shall be entitled to avail itself of all of its rights and remedies as contemplated by the Commitment.

Yours very truly,

Cosman Mortgage Holding Corp.



Jason Cosman
ASO

"I have authority to bind the Corporation"

Vector Financial Services Limited



Noah Mintz
ASO

"I have authority to bind the Corporation"

[redacted
signatures]

ACKNOWLEDGMENT

We hereby accept the above terms and conditions this ____ day of _____, _____

[redacted
signatures]

Penady (North Barrie) Limited



By:

Name: Chris Johnston

Title: ASO

"I have authority to bind the corporation"

Penady (Stoney Creek) Ltd.



By:

Name: Chris Johnston

Title: ASO

"I have authority to bind the corporation"

[redacted signatures]

PRC Barrie Corp.

By: 

Name: Chris Johnston

Title: ASO

"I have authority to bind the corporation"

PRC Stoney Creek Corp.

By: 

Name: Chris Johnston

Title: ASO

"I have authority to bind the corporation"

**PenEquity Development Limited Partnership by
and through its general partner PenEquity
Development GP Inc.**

By: 

Name: Chris Johnson

Title: ASO

"I have authority to bind the corporation"

PenEquity Development GP Inc.

By: 

Name: Chris Johnson

Title: ASO

"I have authority to bind the corporation"