

JUL 27 2023

Halifax, N.S.

Form 39.08

2023

Supreme Court of Nova Scotia
In Bankruptcy and Insolvency

Hfx No.

5 2 5 6 2 2

In the Matter of the Receivership of Stone Brothers Plumbing & Heating Limited

Between:

Business Development Bank of Canada

Applicant

- and -

Stone Brothers Plumbing & Heating Limited

Respondent


Affidavit of Marc Dunning

I, Marc Dunning, of Halifax, Nova Scotia, make oath and say:

1. I am solicitor for Business Development Bank of Canada ("BDC") in this proceeding.
2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information and belief.
3. I state, in this my affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
4. A printout from the Nova Scotia Registry of Joint Stock Companies ("RJSC") for Stone Brothers Plumbing & Heating Limited (the "Company") as of July 24, 2023 is attached as Exhibit "A".
5. A printout from the RJSC for 3298501 Nova Scotia Limited as of July 24, 2023 is attached as Exhibit "B".
6. A printout from the RJSC for 3069746 Nova Scotia Limited as of July 24, 2023 is attached as Exhibit "C".
7. A printout from the RJSC for EZ Flow Plumbing and Heating Limited as of July 24, 2023 is attached as Exhibit "D".
8. A printout from the RJSC for Lorne Aucoin Renovations Limited as of July 24, 2023 is attached as Exhibit "E".
9. A printout from the RJSC for Quality Metal Works Limited as of July 24, 2023 is attached as Exhibit "F".

- 10. Attached as Exhibit "G" is a Personal Property Registry System Search Results Report conducted against the Company dated July 25, 2023, and issued in accordance with the *Personal Property Security Act* (Nova Scotia).
- 11. Attached as Exhibit "H" is my Certificate of Title for the Company's real property at 609 Keltic Drive, Coxheath, Nova Scotia, PID 15221542, as of July 24, 2023, including a printout from Property Online of the "Land Registration View" of the property and judgment roll search results.
- 12. The Certificate of Title indicates that the real property is encumbered by a first charge mortgage in favour of BDC; a second charge mortgage in favour of Ambrose Stone, Joseph Stone Jean Frost-Stone, Jeannie Stone, Joseph Stone Family Trust (2005) and Ambrose Stone Family Trust (2005); and a judgment in favour of Canada Revenue Agency, registered behind both mortgages.

SWORN TO at Halifax, in the Province of)
Nova Scotia, this 25th day of July, 2023)
before me,)



A Barrister of the Supreme Court of)
Nova Scotia)






Marc Dunning

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RJSC printout for the Company	A	1
RJSC printout for 3298501 Nova Scotia Limited	B	5
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Certificate of Title for 609 Keltic Drive, Coxheath, Nova Scotia, PID 15221542	H	19

This is Exhibit "A" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

STONE BROTHERS PLUMBING & HEATING LIMITED

Profile Relationships Events (28)

Reg. Number

2166720

Reg. Name

STONE BROTHERS PLUMBING & HEATING LIMITED

Type

Limited Company

Status

Active

Effective Date

13-Jul-1992

Registered on

13-Jul-1992

Next Annual Return

31-Jul-2023

Addresses

Reg. Address

43 COSSITT HEIGHTS DR, UNIT 4, SYDNEY, NOVA SCOTIA, B1P 7B5, CANADA

Mailing Address

43 COSSITT HEIGHTS DR, UNIT 4, SYDNEY, NOVA SCOTIA, B1P 7B5, CANADA

Documents (35) Reports (4)

Type to filter

Company Annual Renewal Statement (SR255775)

Registered on: 02-Aug-2022, Effective from: 02-Aug-2022

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR93053)

Registered on: 31-Jul-2021, Effective from: 31-Jul-2021

Standard \$12.45

STONE BROTHERS PLUMBING & HEATING LIMITED

Profile Relationships Events (28)

Name: Jeff McDonald

Relationship: Director

Effective From: 27-Apr-2017

Name: Marc Lamarche

Relationship: Director

Effective From: 27-Apr-2017

Name: Jeff McDonald

Relationship: Officer(President)

Effective From: 27-Apr-2017

Name: Marc Lamarche

Relationship: Officer(Secretary, Treasurer)

Effective From: 27-Apr-2017

Name:

TONY W. MOZVIK (THE BRETON LAW GROUP, 292 CHARLOTTE STREET, SUITE 300, SYDNEY, NOVA SCOTIA, B1P 1C7, CANADA.)

Relationship: Recognized Agent

Effective From: 31-Jul-2021

STONE BROTHERS PLUMBING & HEATING LIMITED

[Profile](#) [Relationships](#) [Events \(28\)](#)

Name: 2397348 - GEORGE DUNN PLUMBING & HEATING (1994)

Relationship: Business Name

Effective From: 29-Nov-1994

Items per page 5 6 - 6 of 6 < >

[Documents \(35\)](#) [Reports \(4\)](#)

Type to filter

Company Annual Renewal Statement (SR255775)
Registered on: 02-Aug-2022, Effective from: 02-Aug-2022

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR93053)
Registered on: 31-Jul-2021, Effective from: 31-Jul-2021

Standard \$12.45

Certified \$12.45

Company Change of Entity Address (SR93039)
Registered on: 31-Jul-2021, Effective from: 31-Jul-2021

Standard \$12.45

Certified \$12.45

Company Change of Recognized Agent (SR93038)
Registered on: 31-Jul-2021, Effective from: 31-Jul-2021

Standard \$12.45

Certified \$12.45

Change Address for Agent: Document to Change Agents Address (ML5257113)

Registered on: 28-May-2018, Effective from: 28-May-2018

Standard \$12.45

Certified \$12.45

Appoint an Agent: Appointment of Agent (ML5021287)

Registered on: 27-Apr-2017, Effective from: 27-Apr-2017

Standard \$12.45

Certified \$12.45

Address Change: Notice of Registered Office (ML5021286)

Registered on: 27-Apr-2017, Effective from: 27-Apr-2017

Standard \$12.45

Certified \$12.45

Change of Directors: Notice of Officers and Directors (ML5021280)

Registered on: 27-Apr-2017, Effective from: 27-Apr-2017

Standard \$12.45

Certified \$12.45

Special Resolution: Special Resolution (ML5028896)

Registered on: 20-Apr-2017, Effective from: 20-Apr-2017

Standard \$12.45

Certified \$12.45

Filed Document: Notice Filing - Notice of Share Redemption/Acquisition (ML5028897)

Registered on: 20-Apr-2017, Effective from: 20-Apr-2017

Standard \$12.45

This is Exhibit "B" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

3298501 NOVA SCOTIA LIMITED

Profile Relationships Events (3)

Reg. Number

3298501

Reg. Name

3298501 NOVA SCOTIA LIMITED

Type

Limited Company

Status

Revoked (> 1 year)

Effective Date

06-May-2019

Registered on

28-Mar-2017

Next Annual Return

31-Mar-2019

Addresses

Reg. Address

1220 UPPER WATER STREET, SYDNEY, NOVA SCOTIA, B1P 5P6, CANADA

Mailing Address

1220 UPPER WATER STREET, SYDNEY, NOVA SCOTIA, B1P 5P6, CANADA

Documents (8) Reports (4)

Type to filter

Special Resolution: Special Resolutions - Acquire Own Shares, Normal Powers, Debentures, Borrowing (ML5024066)

Registered on: 10-Apr-2017, Effective from: 10-Apr-2017

Standard \$12.45

Certified \$12.45

Address Change: Notice of Registered Office (ML5024067)

Registered on: 10-Apr-2017, Effective from: 10-Apr-2017

Standard \$12.45

3298501 NOVA SCOTIA LIMITED

[Profile](#) [Relationships](#) [Events\(3\)](#)

Name: JEFF MCDONALD

Relationship: Director

Effective From: 01-May-2017

Name: MARC LAMARCHE

Relationship: Director

Effective From: 01-May-2017

Name: JEFF MCDONALD

Relationship: Officer(President)

Effective From: 01-May-2017

Name: MARC LAMARCHE

Relationship: Officer(SECRETARY AND TREASURER)

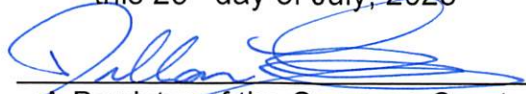
Effective From: 01-May-2017

Name: JOHN G. KHATTAR (463 PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 6T7, CANADA)

Relationship: Recognized Agent

Effective From: 01-May-2017

This is Exhibit "C" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023


A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

3069746 NOVA SCOTIA LIMITED

Profile Relationships**Reg. Number**

3069746

Reg. Name

3069746 NOVA SCOTIA LIMITED

Type

Limited Company

Status

Active

Effective Date

02-Jan-2019

Registered on

07-Oct-2002

Next Annual Return

31-Oct-2023

Addresses**Reg. Address**

1220 UPPER PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 5P8, CANADA

Mailing Address

1220 UPPER PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 5P8, CANADA

Documents (27) Reports (4)*Type to filter***Company Annual Renewal Statement (SR309445)**

Registered on: 14-Dec-2022, Effective from: 14-Dec-2022

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR131814)

Registered on: 02-Nov-2021, Effective from: 02-Nov-2021

Standard \$12.45

3069746 NOVA SCOTIA LIMITED

Profile Relationships Events (21)

Name: JEFF MCDONALD

Relationship: Director

Effective From: 02-Jan-2019

Name: JEFF MCDONALD

Relationship: Officer(President)

Effective From: 02-Jan-2019

Name: Tony W. Mozvik, Q.C. (292 CHARLOTTE ST, SUITE 300, SYDNEY, NOVA SCOTIA, B1P 1C7, CANADA)

Relationship: Recognized Agent

Effective From: 20-Nov-2020

Documents (27) Reports (4)

Type to filter

Company Annual Renewal Statement (SR309445)

Registered on: 14-Dec-2022, Effective from: 14-Dec-2022

Standard \$12.45

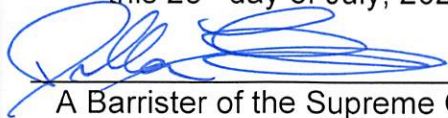
Certified \$12.45

Company Annual Renewal Statement (SR131814)

Registered on: 02-Nov-2021, Effective from: 02-Nov-2021

Standard \$12.45

This is Exhibit "D" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

EZ FLOW PLUMBING AND HEATING LIMITED

Profile Relationships Events (7)

Reg. Number

3278066

Reg. Name

EZ FLOW PLUMBING AND HEATING LIMITED

Type

Limited Company

Status

Revoked (> 1 year)

Effective Date

06-Feb-2019

Registered on

24-Dec-2013

Next Annual Return

31-Dec-2018

Addresses**Reg. Address**

510 GEORGE STREET, NEW WATERFORD, NOVA SCOTIA, B1H 4E1, CANADA

Mailing Address

510 GEORGE STREET, NEW WATERFORD, NOVA SCOTIA, B1H 4E1, CANADA

Documents (10) Reports (4)

*Type to filter***Annual Statement Filed: Annual Statement (ML5139529)**

Registered on: 11-Nov-2017, Effective from: 11-Nov-2017

Standard \$12.45

Certified \$12.45

Reinstated: Annual Statement (ML5000886)

Registered on: 13-Mar-2017, Effective from: 13-Mar-2017

Standard \$12.45

EZ FLOW PLUMBING AND HEATING LIMITED

Profile Relationships Events (7)

Name: MARC LAMARCHE

Relationship: Director

Effective From: 22-Mar-2017

Name: MARC LAMARCHE

Relationship: Officer(President)

Effective From: 22-Mar-2017

Name: MARC LAMARCHE (510 GEORGE STREET, NEW WATERFORD, NOVA SCOTIA, B1H 4E1, CANADA)

Relationship: Recognized Agent

Effective From: 19-Feb-2014

Documents (10) Reports (4)

Type to filter

Annual Statement Filed: Annual Statement (ML5139529)

Registered on: 11-Nov-2017, Effective from: 11-Nov-2017

Standard \$12.45

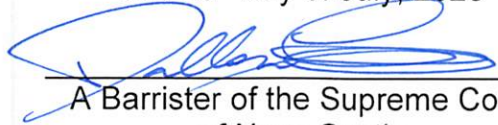
Certified \$12.45

Reinstated: Annual Statement (ML5000886)

Registered on: 13-Mar-2017, Effective from: 13-Mar-2017

Standard \$12.45

This is Exhibit "E" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

LORNE AUCOIN RENOVATIONS LIMITED

Profile Relationships

Reg. Number

2171911

Reg. Name

LORNE AUCOIN RENOVATIONS LIMITED

Type

Limited Company

Status

Active

Effective Date

04-Aug-1992

Registered on

04-Aug-1992

Next Annual Return

31-Aug-2022

Addresses**Reg. Address**

1220 UPPER PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 5P8, CANADA

Mailing Address

PO BOX 10, SYDNEY, NOVA SCOTIA, B1P 6G9, CANADA

Documents (29) Reports (4)

*Type to filter***Company Annual Renewal Statement (SR102923)**

Registered on: 24-Aug-2021, Effective from: 24-Aug-2021

Standard \$12.45

Certified \$12.45

Appoint an Agent: Appointment of Agent (ML5832710)

Registered on: 11-Dec-2020, Effective from: 11-Dec-2020

Standard \$12.45

LORNE AUCOIN RENOVATIONS LIMITED

Profile Relationships Events (26)

Name: JEFF MCDONALD

Relationship: Director

Effective From: 02-Jan-2019

Name: JEFF MCDONALD

Relationship: Officer(President)

Effective From: 02-Jan-2019

Name:

Tony W. Mozvik, Q.C. (THE BRETON LAW GROUP, 292 CHARLOTTE STREET, SUITE 300, SYDNEY, NOVA SCOTIA, B1P 1C7, CANADA.)

Relationship: Recognized Agent

Effective From: 11-Dec-2020

Name: 3245162 - CLOVER ELECTRIC

Relationship: Business Name

Effective From: 28-Apr-2010

Name: 1758459 - THE GUTTER SHOP

Relationship: Business Name

Effective From: 06-Jun-2003

LORNE AUCOIN RENOVATIONS LIMITED

[Profile](#) [Relationships](#) [Events \(26\)](#)

Name: **3127921 - ADVANCED INSULATION SERVICES**

Relationship: Business Name

Effective From: 26-Jan-2006

Items per page 5 6 - 6 of 6 < >

[Documents \(29\)](#) [Reports \(4\)](#)

Type to filter

Company Annual Renewal Statement (SR102923)
Registered on: 24-Aug-2021, Effective from: 24-Aug-2021

Standard \$12.45

Certified \$12.45

Appoint an Agent: Appointment of Agent (ML5832710)
Registered on: 11-Dec-2020, Effective from: 11-Dec-2020

Standard \$12.45

Certified \$12.45

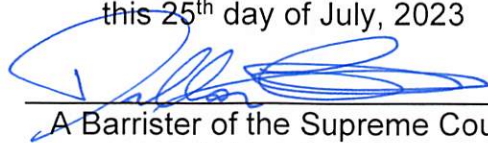
Change of Directors: Notice of Officers and Directors (ML5404890)
Registered on: 02-Jan-2019, Effective from: 02-Jan-2019

Standard \$12.45

Certified \$12.45

Appoint an Agent: Appointment of Agent (ML5404889)
Registered on: 02-Jan-2019, Effective from: 02-Jan-2019

This is Exhibit "F" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

QUALITY METAL WORKS LIMITED

Profile Relationships Events (18)

Reg. Number

3192913

Reg. Name

QUALITY METAL WORKS LIMITED

Type

Limited Company

Status

Active

Effective Date

03-Feb-2012

Registered on

23-Nov-2006

Next Annual Return

30-Nov-2023

Addresses

Reg. Address

1220 UPPER PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 5P8, CANADA

Mailing Address

1220 UPPER PRINCE STREET, SYDNEY, NOVA SCOTIA, B1P 5P8, CANADA

Documents (17) Reports (4)

Type to filter

Company Annual Renewal Statement (SR309462)

Registered on: 14-Dec-2022, Effective from: 14-Dec-2022

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR144469)

Registered on: 30-Nov-2021, Effective from: 30-Nov-2021

Standard \$12.45

QUALITY METAL WORKS LIMITED

Profile Relationships Events (18)

Name: JEFF MACDONALD

Relationship: Director

Effective From: 02-Jan-2019

Name: JEFF MACDONALD

Relationship: Officer(President, Secretary)

Effective From: 02-Jan-2019

Name: TONY W. MOZVIK (292 CHARLOTTE ST, SUITE 300, SYDNEY, NOVA SCOTIA, B1P 1C7, CANADA.)

Relationship: Recognized Agent

Effective From: 30-Nov-2021

Documents (17) Reports (4)

Type to filter

Company Annual Renewal Statement (SR309462)

Registered on: 14-Dec-2022, Effective from: 14-Dec-2022

Standard \$12.45

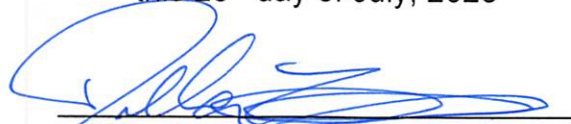
Certified \$12.45

Company Annual Renewal Statement (SR144469)

Registered on: 30-Nov-2021, Effective from: 30-Nov-2021

Standard \$12.45

This is Exhibit "G" to the affidavit of
Marc Dunning, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

Nova Scotia

PPRS Search Result Report

24603078

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)

Search Criteria: Stone Brothers Plumbing & Heating Limited

Date and Time of Search (YYYY-MM-DD hh:mm): 2023-07-25 12:51 (Atlantic)
Transaction Number: 24603078
Searched By: D194041

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27527621	STONE BROTHERS PLUMBING & HEATING LIMITED	Sydney
	*	36696102	Stone Brothers Plumbing and Heating Limited	Sydney

An "*" in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27527621

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27527621	2017-04-27 10:50	2040-04-27	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 STONE BROTHERS PLUMBING & HEATING LIMITED

Nova Scotia

PPRS Search Result Report

24603078

McDonald , Jeff
 President
 609 Keltic Drive
 Sydney NS B1L 1B6
 Canada

Secured Parties

Type: Enterprise
 BUSINESS DEVELOPMENT BANK OF CANADA
 Beauchesne , Dianne
 Manager, Business Development
 275 Charlotte Street
 Sydney NS B1P 1C6
 Canada
 Phone #: 902-564-7714

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1FTEX1EP8FFA63592	Motor Vehicle	2015 Ford F150	27527621	

Registration Details for Registration Number: 36696102

Province or Territory: Nova Scotia
 Registration Type: Creditors' Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36696102	2022-08-16 11:44	2023-08-16	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court
36696102	227131.57	2022-05-06	ITA-1559-22	Federal Court of Canada

Judgment Debtors

Type: Enterprise
 Stone Brothers Plumbing and Heating Limited
 4-43 Cossitt Heights Drive
 Sydney NS B1P 7B4

Nova Scotia

PPRS Search Result Report

24603078

Canada

Judgment Creditors

Type: Enterprise
 The Queen in Right of Canada as represented by the Minister of National Revenue
 Nova Scotia Tax Services Office
 47 Dorchester ST
 Sydney NS B1P 6K3
 Canada
 Phone #: 902-564-7113
 Fax #: 902-564-3095

General Collateral

All present and after acquired personal property. / Tous les biens personnels actuels ou acquis ultérieurement.

Serial Numbered Collateral

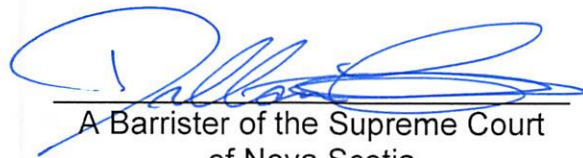
Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7GCF6F1123044	Motor Vehicle	205 GMC Savana Cargo Van	36696102	
3GTU2MEC8HG310314	Motor Vehicle	2017 GMC Sierra 1500 4WD	36696102	
1GCWGBFF9H1107387	Motor Vehicle	2017 Chev Express G2500	36696102	
1FTEX1EP8FFA63592	Motor Vehicle	2015 Ford F150 4WD	36696102	

Additional Information

Registration includes interest compounded daily at the prescribed rate.

END OF REPORT

This is Exhibit "H" to the affidavit of
Michelle Bursey, sworn before me
this 25th day of July, 2023



A Barrister of the Supreme Court
of Nova Scotia

DILLON P. TRIDER
A Barrister of the Supreme
Court of Nova Scotia

CERTIFICATE

I HEREBY CERTIFY that listed below are the particulars of all recorded instruments shown on the parcel register of real property identified as 609 Keltic Drive, Coxheath, Nova Scotia, PID 15221542, current as of approximately 7:25 a.m. on the date hereof.

Dated this 24th day of July, 2023 at Halifax, Nova Scotia

A handwritten signature in black ink, appearing to read 'Marc Dunning', is written over a horizontal line.

Marc Dunning
A Barrister of the Supreme Court of Nova
Scotia

MARC L.J. DUNNING
A Barrister of the Supreme
Court of Nova Scotia

DOCUMENT**PARTICULARS****Quit Claim Deed**

Doc #2858
 Jan. 9, 2001
 May 8, 2001
 \$1.00

Royal Bank of Canada
 - to -
 Stone Brothers Plumbing & Heating Limited

Mortgage

Doc #10660173
 Apr. 27, 2017
 Apr. 27, 2017
 \$230,000.00
 NOT MARKED RELEASED

Stone Brothers Plumbing & Heating Limited
 - to -
 Business Development Bank of Canada

Collateral Mortgage

Doc #10669596
 Apr. 25, 2017
 Apr. 28, 2017
 \$87,500.00
 NOT MARKED RELEASED

Stone Brothers Plumbing & Heating Limited
 - to -
 Ambrose Stone, Joseph Stone, Jeannie Stone,
 Jean Frost-Stone, Ambrose Stone Family Trust
 (2005) and Joseph Stone Family Trust (2005)

Notes:

A search of the Cape Breton County Land Registration Office Judgment Roll as of the date hereof and identified the following judgment against Stone Brothers Plumbing & Heating Limited:

Judgement

Doc #121118138
 Jul. 5, 2022
 Aug. 12, 2022
 \$227,131.57
 NOT MARKED RELEASED

Canada Revenue Agency
 - and -
 Stone Brothers Plumbing & Heating Limited



Search Provincial Map Bulletin+Board 1 Help

Land Registration View

* Indicates interests inherited on subdivision or re-configuration of parcel

PID	15221542	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	16640.0 SQUARE FEET	Parcel Access	PUBLIC	Manag. Unit	MU0317
Lot		Created	Feb 05, 1981 12:00:00AM		
PDCA Status	APPROVED	Municipal Unit	CAPE BRETON REGIONAL MUNICIPALITY	Manner of Tenure	NOT APPLICABLE
LR Status	LAND REGISTRATION	LR Date	Sep 20, 2013 09:27:45AM		

Location	County	Primary Location	Source
609 KELTIC DRIVE COXHEATH	CAPE BRETON COUNTY	Yes	Assigned by Municipality

Comments

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
02853728	\$114,700 (2023 COMMERCIAL TAXABLE)	120	000	

[Back to Results](#)
 [Details View](#)
 [Parcel Archive View](#)
 [Map View](#)

Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date	NS Non-Res?
STONE BROTHERS PLUMBING & HEATING LTD	FEE SIMPLE	609 KELTIC DRIVE SYDNEY NS CA B1L 1B6	DEED	2001	2858 View Doc	Book 2195 Page 722	May 08, 2001	No

Farm Loan Board - Occupants & Mailing Addresses

Name	Interest Holder Type	Mailing Address
No Records Found		

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year	Doc #	Book/Page/Plan	Registration Date
No Records Found						

Burdens on the Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
No Records Found							

Textual Qualifications on Title

Qualifications Text

Tenants in Common not registered pursuant to the Land Registration Act

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
No Records Found							

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
AMBROSE STONE	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE	2017	110669596 View Doc		Apr 28, 2017

JOSEPH STONE	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE 2017	110669596 View Doc	Apr 28, 2017
JEAN FROST-STONE	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE 2017	110669596 View Doc	Apr 28, 2017
JEANNIE STONE	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE 2017	110669596 View Doc	Apr 28, 2017
JOSEPH STONE FAMILY TRUST (2005)	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE 2017	110669596 View Doc	Apr 28, 2017
AMBROSE STONE FAMILY TRUST (2005)	MORTGAGEE	POST OFFICE BOX 1831 A SYDNEY NS CA B1P 6W4	MORTGAGE 2017	110669596 View Doc	Apr 28, 2017
BUSINESS DEVELOPMENT BANK OF CANADA	MORTGAGEE	275 CHARLOTTE STREET SYDNEY NS CA B1P 1C6	MORTGAGE 2017	110660173 View Form View Doc	Apr 27, 2017

Parcel Description

All that certain lot, piece or parcel of land situate, lying and being on the south western side of the North Sydney Road between Coxheath and Ball's Creek, in the County of Cape Breton, in the Province of Nova Scotia, and being more particularly described as follows:

BEGINNING at a point on the south western boundary line of the Sydney - North Sydney Highway between Coxheath and Ball's Creek said point being the intersection of the south western boundary line of the said Sydney - North Sydney highway and the north western side of lot of land deeded by Walter W. McKinlay et ux to Annie Lewis McDonald by deed dated the 13th of August 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, at pages 746 et seq;

THENCE south westerly along said north western side of said lot of Annie Lewis McDonald a distance of four hundred and sixteen (416') feet;

THENCE north easterly a distance of four hundred and eight (408') feet more or less to a point on the south western boundary line of said Sydney and North Sydney Highway to a point eighty (80') feet southerly from the place of beginning;

THENCE northerly along the south western boundary of said highway a distance of eighty (80') feet to the place of beginning;

Note: the above lot being a portion out of the north eastern part of a lot of land deeded by Walter W. McKinlay to Annie Lewis McDonald by deed dated the 13th day of August, 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, page 746 et seq. Reg. Ref: 1676/813

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: CAPE BRETON COUNTY
Registration Year: 1952
Book: 541 Page: 182 Document Number: 1247

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
-----------	---------	------	------	-----------	---------------------	-------------------

No Non Enabling Documents Found

Non-Enabling Plans

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
-----------	---------	------	------	-----------	---------------	-------------------

No Non Enabling Plans Found

AFR Bundles

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date
-----------	---------	------	------	------------------	-----------------

No AFR Bundles Found

Parcel Relationships

Related PID	Type of Relationship
-------------	----------------------

No Related PIDs Found

[Back to Results](#)

[Details View](#)

[Parcel Archive View](#)

[Map View](#)

This parcel IS REGISTERED PURSUANT TO THE *Land Registration Act*. The registered owner of the registered interest owns the interest defined in this register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interests [*Land Registration Act* subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundaries or extent of the parcel [*Land Registration Act* subsection 21(1)].

[Boundary/Area Problem](#)

[General Problem](#)

[Municipal Tax Query](#)

Property Online version 2.0

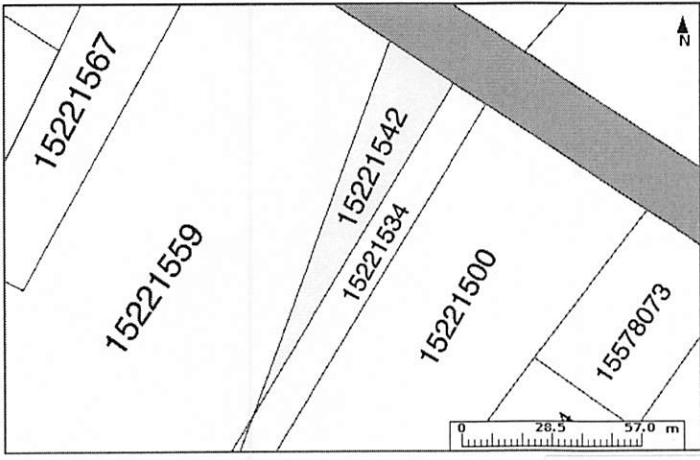
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If you have comments regarding our site please direct them to: propertyonline@gov.ns.ca

Please feel free to [Submit Problems](#) you find with the Property Online web site.

Compression: Off

- Back to Search Results**
- Map Actions
 - Point Select
 - Pan
 - Zoom In
 - Zoom Out
 - Zoom Box
 - Monument Select
 - Clear Selection
 - Center Selection
- Map Layers
 - Properties
 - LR Parcel Shading
 - Topo
 - Monuments
 - Place Names
- Refresh Map
- Map Controls
 - NS Overview
 - Locator Map
 - Print Map



Lat: Long: Scale: 1415 Zoom: 2

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

Location:

1 Property found

PID: **15221542** Details

AAN: **02853728**

Value: \$114,700 (2023 COMMERCIAL TAXABLE)

Address: 609 KELTSIC DRIVE
COXHEATH

County: CAPE BRETON COUNTY

Owner: STONE BROTHERS PLUMBING & HEATING LTD

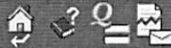
LR: LAND REGISTRATION

Plan Query Criteria

Plan Name(Details):%STONEBRCTHERS%
County:CAPE BRETON COUNTY

Query Results

No Records returned



caris



Search Plans In Process

Query Results

County: CAPE BRETON COUNTY

No Records returned

Refresh

Query





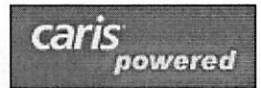
Search by PID for Land Registration Documents in Process

Query Results

Date: 2023-07-24
Time: 07:27:24
Most Recent Document: 122793491
PID: 15221542

No Records returned





[Back to Results](#)

Document Query - Printer Friendly Version

Names Last Name:
 First Name:
 Middle Name:
 Query exact? NO
 Enterprise Name: STONE BROTHERS
 Query exact? NO
 Search for: GRANTORS (AGAINST)
 Registration System: REGISTRY OF DEEDS

Select Search Category(s)
 Grantor/Grantee Index: YES
 General Powers of Attorney: YES
 Judgments: YES
 Code:
 Include Name Changes: YES

Documents Document #:
 Prefix:
 Suffix:
 Book:
 Page:

Search Options County: CAPE BRETON COUNTY
 Date Range: 1786-01-01 to 2023-07-24
 Mode: Replace

**Document Search Results (for CAPE BRETON COUNTY - Data current from 1786 to Doc. 122778435 registered on 2023/07/20 09:12)
 (for GRANTORS searched as of 2023/07/24 07:25)**

3 Records, 3 Selected, Query Type - Replace

Sel	Grantor (Against)	Grantee (ATS)	Reg Date	Book/Page	Document #	Instr Type	Exp Date	Location
YES	STONE BROTHERS PLUMBING & HEATING LTD	LAND REGISTRATION	2013-09-20	2493/895	103810165	SECT 43 - NOTICE OF REGISTRATION		15221542
YES	STONE BROTHERS PLUMBING & HEATING LTD	LAND REGISTRATION	2013-09-20	2493/897	103810207	SECT 43 - NOTICE OF REGISTRATION		15215270
YES	STONE BROTHERS PLUMBING & HEATING LTD	CANADA REVENUE AGENCY	2022-08-12	/	121118138	JUDGMENT	2027-05-06	

The following sort rules are used for Parcel and GGI Name Searches:

Person Names: _____ Company Names: _____

- Spaces and Apostrophes in last names are ignored.

- Searches for either Mc or Mac will return either variation.

- All spaces and other non-alpha or non-numeric characters (#, (,), &, -etc.) are ignored.

CAPE BRETON COUNTY REGISTRY OF DEEDS	2858	2195	722-726
I certify that this document was registered as shown here.	Document #	Book	Page(s)
Mary Longobardi Registrar	MAY 08 2001		2:58 P.M.
	MM	DD	YY
			Time

722

MA

THIS QUIT CLAIM DEED made this 9th day of January, A.D., 2001.

BETWEEN:

ROYAL BANK OF CANADA

being the Owner of the lands described in Schedule "A" herein (hereinafter called the "GRANTOR")

- and -

STONE BROTHERS PLUMBING & HEATING LIMITED, a body corporate, with head office at Sydney, in the County of Cape Breton, Province of Nova Scotia;

(hereinafter called the "GRANTEE")

*Cape Breton
Municipality
Certificate Issued
Shirley Stewart
REGISTRAR*

WITNESSETH THAT in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration;

THE GRANTOR releases to the GRANTEE the lands described in Schedule "A" to this Quit Claim Deed and hereby consents to this disposition, pursuant to the Matrimonial Property Act of Nova Scotia.

THE RELEASOR hereby consents to the within conveyance and releases any claim that the RELEASOR had, has or may have pursuant to the Matrimonial Property Act of Nova Scotia and hereby conveys any and all right, title and interest which the RELEASOR may have with respect to the lands described in Schedule "A".

In this Quit Claim Deed the singular includes the plural and the masculine includes the feminine, with the intent that this Quit Claim Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF the Royal Bank of Canada, the Grantor by its lawful Attorneys, have properly executed this Deed the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Royal Bank of Canada
By Its Attorney

Shawna Lewis
Witness Shawna Lewis

[Signature]
.....
Lisette Stobery.....

724

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

I, Shawna Lewis of the City of Halifax, in the Province of Nova Scotia, do solemnly declare as follows:

1. THAT by a Power of Attorney granted on the 1st day of June A.D. 2000 the Attorneys herein are duly authorized and have the power to execute the document herein on behalf of the Royal Bank of Canada without the seal of the bank being affixed.

2. THAT I was personally present and did see the foregoing Instrument duly signed, sealed and executed by David Malton and W. S. H. Hickey, Director of Accounting as Attorneys for the said Royal Bank of Canada.

3. THAT I am a subscribing witness to the said Instrument.

4. AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it to be of the same force and effect as if made under oath by virtue of the Canada Evidence Act.

Sworn to at the City of Halifax)
in the County of Halifax,)
and Province of Nova Scotia, this)
9th day of June, A.D. 2000, before me)

Andrew S. Wolfson
A-BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA
Andrew S. Wolfson

Shawna Lewis
Shawna Lewis

MARILYN L. CONROD
A Commissioner of the Supreme
Court of Nova Scotia

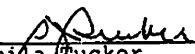
AFFIDAVIT OF STATUS

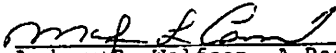
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

I, Sheila Tucker , of the City of Dartmouth, in the County of Halifax, and Province of Nova Scotia, make oath and say as follows:

- 1. THAT I am the Personal Banking Officer of the Royal Bank of Canada, a body corporate;
- 2. THAT when the Royal Bank of Canada executed the attached instrument the ownership of a share or an interest in a share of the corporation did not entitle the owner thereof to the occupation of a dwelling owned by the corporation;
- 3. THAT for the purpose of this, my Affidavit, "Matrimonial Home" means dwelling and real property occupied by a person and that person's spouse as their family residence.

Sworn To at Halifax, in the)
Halifax Regional Municipality)
Province of Nova Scotia, this)
9th day of January,)
A.D. 2001)


) _____
) Sheila Tucker
)


) _____
) Andrew S. Wolfson, A Barrister of
) the Supreme Court of Nova Scotia

MARILYN L. CONROD
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE "A"

ALL THAT CERTAIN LOT, piece or parcel of land situate,
 lying and being on the south western side of the North Sydney Road
 between Coxheath and Ball's Creek, in the County of Cape Breton, in the
 Province of Nova Scotia, and being more particularly described as
 follows:

726

BEGINNING at a point on the south western boundary line of the
 Sydney-North Sydney Highway between Coxheath and Ball's
 Creek said point being the intersection of the south
 western boundary line of the said Sydney - North Sydney
 highway and north western side of lot of land deeded by
 Walter W. McKinlay et ux to Annie Lewis McDonald by deed
 dated the 13th day of August 1942, said deed being
 recorded in the Registry of Deeds Office, Sydney, Nova
 Scotia, in Book 396, page 746 et seq;

TRENCE south westerly along said north western side of said lot
 of Annie Lewis McDonald a distance of four hundred and
 sixteen (416') feet;

TRENCE north easterly a distance of four hundred and eight
 (408') feet, more or less, to a point on the south
 western boundary line of said Sydney and North Sydney
 Highway to a point eighty (80') feet southerly from the
 place of beginning;

TRENCE northerly along the south western boundary of said
 highway a distance of eighty (80') feet to the place of
 beginning;

The above lot being a portion out of the north eastern
 part of a lot of land deeded by Walter W. McKinlay to Annie Lewis
 McDonald by deed dated the 13th day of August, 1942, said deed being
 recorded in the Registry of Deeds Office, Sydney, N. S., in Book 396 et
 Page 746, et seq.



MORTGAGE

MORTGAGOR: STONE BROTHERS PLUMBING & HEATING LIMITED

"the Mortgagor",

MORTGAGEE: BUSINESS DEVELOPMENT BANK OF CANADA

"the Bank",

DATED: the 27 day of April , 2017

FOR: \$ 230,000.00 ("the Principal Sum") and other indebtedness.

1. DEBT

In consideration of the Principal Sum lent by the Bank to the Mortgagor, the Mortgagor promises to pay to the Bank, at such office of the Bank as it may direct, the aggregate of:

- (a) the Principal Sum outstanding from time to time, including all present and future advances and re-advances of the Principal Sum made after the repayment of any or all of the Principal Sum, provided that the total Principal Sum shall not at any time exceed the Principal Sum stated
- (b) all other present or future debts, liabilities or obligations of the Mortgagor hereunder, or under any letter of offer, commitment letter, guarantee, or any other agreement, with the Bank, including all future advances and re-advances, interest, and interest on overdue interest, whether direct or indirect, absolute or contingent, joint or several, matured or not, extended or renewed, wherever and however incurred, of whatsoever nature or kind, whether or not provided for herein, and whether owed by the Mortgagor to the Bank, as principal, guarantor, indemnitor or otherwise; and
- (c) interest on the Principal Sum at the rate equal to the floating base rate of the Bank for commercial and industrial loans denominated in Canadian dollars announced from time to time plus 10.00% per year, calculated monthly and payable monthly, both after as well as before maturity, default and/or judgment; provided, however, if the Mortgagor and the Bank have agreed in writing in any document constituting or giving rise to or respecting any Secured Obligations, or in any other agreement, that a different interest rate will apply thereto and be the Interest Rate for purposes hereof applicable to the Secured Obligations in question, then that different rate will apply ("the Interest Rate");

- (d) protective disbursements as provided for in clause 9, on demand;
- (e) interest on interest past due at the Interest Rate and calculated in the same manner as interest on the Principal Sum; and
- (f) interest on each protective disbursement from the day the protective disbursement is made, at the Interest Rate and calculated in the same manner as interest on the Principal Sum;

All of the foregoing are referred to as the "Secured Obligations".

2. SECURITY

As security for payment of the Secured Obligations and any other debt now or hereafter owed by the Mortgagor to the Bank, and for the performance of the other obligations of the Mortgagor hereunder, the Mortgagor grants, bargains and sells to the Bank the lands (including fixtures, appurtenances, leasehold improvements and rights of way) described in Schedule "A". The Secured Obligations may be reduced to zero from time to time without affecting the continuing nature of this Mortgage as security for any Secured Obligations thereafter incurred. This mortgage is void upon payment of those sums and debts and the performance of those other obligations and the Bank delivering to the Mortgagor a signed release of Mortgage. Notwithstanding the provisions of the *Land Registration Act* (Nova Scotia), the Bank shall not be required to record the release of this mortgage. In this mortgage the expression "the lands" means all lands including fixtures, appurtenances, leasehold improvements and rights of way mortgaged pursuant to this clause and the expression "structures" means buildings, structures, equipment and improvements on the lands or used in connection with the lands whether or not such is fixed to the lands. This mortgage is granted in addition to, and not in substitution for, any other security held to secure payment of the sums and debts mentioned in this clause.

3. MORTGAGE OF LEASE

If the Mortgagor's interest is as a lessee, sub-lessee, licensee or sub-licensee (collectively a "lessee") of the whole or any portion of the lands described in Schedule "A" pursuant to a lease:

- (a) the Mortgagor hereby demises, sub-leases and mortgages its interest and the lease to the Bank, by way of a sub-lease, except for the last day of the term of the lease (the "reversion") which is excepted out of the charge created by this mortgage but which shall be deemed to be held by the Mortgagor in trust for the Bank to be assigned or disposed of as the Bank or anyone claiming through the Bank may direct, and the Bank shall have power on any realization to appoint a new person as Trustee of the reversion;
- (b) if the lease cannot be effectively charged without consent, any charge intended to be created by this mortgage upon the Mortgagor's interest in the lease shall not become effective until, but shall become effective immediately when, all consents necessary for the validity and effectiveness of such charge have been obtained or waived by all appropriate persons;
- (c) the Mortgagor represents to the Bank that the lease is valid and in good standing, in full force and effect and unsurrendered, the Mortgagor has the right to mortgage its interest and the lease to the Bank, all rents or other amounts payable under the lease have been paid

and all other obligations under the lease, whether of the Mortgagor or its landlord, have been performed or complied with;

- (d) the Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor under the lease, including payment of rent;
- (e) the Mortgagor shall take no action or be guilty of any default which shall or may cause the lease to be terminated or forfeited, or, without the Bank's prior written consent, surrender or give any notice which would have the effect of terminating, or permitting the termination of, the lease;
- (f) the Mortgagor will promptly notify the Bank in writing of any default or of any condition that with or without the passage of time or the giving of any notice might result in a default under, or the termination of, the lease, and the Mortgagor will promptly cause a copy of each notice it receives under the lease to be delivered to the Bank;
- (g) in the event of any renewal, extension, replacement or substitution of the lease being created, the Mortgagor will immediately so advise the Bank, and provide the Bank with particulars of the same and a true copy of the subject instrument, and when the Bank requests, the Mortgagor will execute such further instrument as the Bank may require;
- (h) the Mortgagor will not during the continuance of this mortgage, without the Bank's prior written consent, modify, alter or suffer or permit any modification or alteration of the lease and any such altered or modified lease shall be charged by this mortgage;
- (i) the Mortgagor will promptly obtain from the lessor under the lease and deliver to the Bank, a certificate stating that the lease is in full force and effect, is unmodified or modified as the case may be, that no notice of termination thereon has been served on the Mortgagor thereunder, stating the date to which the rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any;
- (j) the Mortgagor shall not consent to the subordination of the lease to any mortgage of the interest of the lessor (or leasehold interest of the sub-lessor) thereof in the lands;
- (k) the Mortgagor will at the proper time and times take such proceedings, and make, do and execute such acts, deeds, matters and things as may be requisite for obtaining a renewal of the lease; and
- (l) the Mortgagor will hold the reversion and any renewals, extensions, replacements or substitutions thereof in trust for the Bank and the Mortgagor will assign and dispose of the same in such manner as the Bank may direct by notice in writing.

4. POSSESSION

The Mortgagor may have possession of the lands until the Bank otherwise directs and, upon such direction, the Bank may enter and have quiet enjoyment of the lands. The Mortgagor becomes a yearly tenant of the Bank at the monthly rent of the payments mentioned in this mortgage but the Bank shall be accountable for actual receipts only and after default may enter without notice.

5. FURTHER CONVEYANCES AND MORTGAGES

The Mortgagor shall not, without the written consent of the Bank, mortgage, convey, lease or charge the lands or any part of them.

6. COVENANTS

The Bank and the Mortgagor have entered into an agreement evidenced by an exchange of letters respecting the loan made in consideration of this mortgage; to the extent that they are not inconsistent with the provisions of this mortgage, the Mortgagor adopts and promises to perform the promises and covenants of the borrower in the agreement and, in addition to those promises or covenants and the promises or covenants evidenced by other clauses of this mortgage, the Mortgagor covenants with the Bank:

- (a) subject to the rights of the Bank pursuant to clauses 4, 12 and 13, the Mortgagor shall retain possession of the lands and it shall keep all the structures in good repair and it shall not allow waste in respect of the lands and it shall immediately notify the Bank of any damage to structures;
- (b) the Mortgagor has good title in fee simple to the lands, other than those lands that are expressed herein to be held in leasehold, and the right to convey the lands as hereby conveyed notwithstanding any act of the Mortgagor;
- (c) this mortgage constitutes a first charge on the lands described in Schedule "A" except for any encumbrance that the Bank approves in writing before the advance of funds hereunder;
- (d) the Mortgagor will procure such further assurances as the Bank may reasonably require and it shall do so at the Mortgagor's expense;
- (e) the Mortgagor shall discharge any debt or obligation that forms a lien, charge, or other encumbrance on the lands or any part of them or that may be the subject of a demand upon the Bank or an agent of the Bank in the event that the Bank enforces one of the remedies;
- (f) the Mortgagor shall discharge any debt or obligation in respect of which the lands or any part of them may be deemed to be held in trust and generally any debt or obligation that may affect the net amount the Bank can realize through enforcement of one of the remedies;
- (g) the Mortgagor, if it is a company, has taken all necessary corporate action to authorize the execution of this mortgage and to bind the Mortgagor to each of the terms of this mortgage and the Mortgagor shall maintain its corporate existence;
- (h) the Mortgagor shall maintain proper books of account and shall not alter or destroy its books of account or permit any incorrect entry therein nor shall it change the nature of its business;
- (i) on default the Bank may enter and have quiet enjoyment of the lands;
- (j) the Mortgagor shall purchase and maintain direct damage insurance against any insurable loss or damage that may be caused to any structure on such terms and to such limits as the Bank may prescribe in writing;
- (k) where the Bank has not otherwise prescribed terms or limits pursuant to subclause (j), the Mortgagor shall purchase and maintain direct damage insurance against any insurable loss

or damage to any structure for the replacement cost value of the structure and it shall cause each policy of insurance to indicate that loss is payable to the Bank and to include, in favour of the Bank, the current standard mortgage clause approved by the Insurance Bureau of Canada or a like clause approved in writing by the Bank;

- (l) in addition to direct damage insurance, the Mortgagor shall purchase such policies of insurance for the protection of any structure or the financial health of the Mortgagor as the Bank may require on such terms and to such limits as the Bank may prescribe in writing;
- (m) the Mortgagor shall, within 90 days of the year end of the Mortgagor's business, deliver to the Bank annual financial statements accurately stating the assets and liabilities and the income and expenses of the Mortgagor's business and such other information as the Bank may direct, and containing, if the Bank so directs, the opinion of an independent, qualified auditor;
- (n) the Mortgagor shall do all acts necessary to give the Bank access from time to time to the lands, all property in the control of the Mortgagor and all books and records of the Mortgagor;
- (o) the Bank and any of its agents, may at such time and from time to time, as the Bank deems necessary and without the concurrence of any person, enter upon any part of the lands and make arrangements for completing the construction, repairing or putting in of improvements, or for inspecting, appraising, taking care of, leasing, collecting the rents of, and generally managing any or all of the Mortgagor's interest, as the Bank may deem expedient, including the inspection and copying of the Mortgagor's books and records, whether located at the lands or elsewhere. Further, the Mortgagor consents to the Bank contacting and making inquiries of the Mortgagor's lessors/lessees, as well as environmental officials, assessors, municipal authorities and any taxing body; and
- (p) the Mortgagor shall carry on, in a proper business-like manner, the business or businesses it has represented to the Bank as being the present or prospective business of the Mortgagor, and shall maintain in good standing all necessary licenses, permits, approvals and consents, and shall comply with all laws, regulations and ordinances applicable to the Mortgagor's business.

7. ENVIRONMENTAL MATTERS

7.1 Definitions

- (a) "**Environmental/Hazardous Materials Claims**" means enforcement or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental/Hazardous Materials Laws, together with claims made or threatened by any third party against the Mortgagor or in respect of the lands described in Schedule "A" relating to the environment, health, safety, any Wastes/Hazardous Materials or any Environmental/Hazardous Materials Laws;
- (b) "**Environmental/Hazardous Materials Laws**" means laws, by-laws, rules, ordinances, regulations, notices, approvals, orders, licenses, permits, standards, guidelines and policies from time to time of any level of government or other authorized agency relating to the environment, health, safety or any Wastes/Hazardous Materials;

- (c) **"Wastes/Hazardous Materials"** means wastes, materials and substances the storage, manufacture, disposal, treatment, generation, use or transport of which is prohibited, controlled or licensed under any Environmental/ Hazardous Materials Laws, or the remediation or release of which into the environment is likely, immediately or in the future, to cause harm or degradation to any of the lands described in Schedule "A" or the environment, including contaminants, pollutants, corrosive substances, toxic substances, special wastes, substances deleterious to fish or wildlife, explosives, radioactive materials, asbestos, urea formaldehyde, and compounds known as chlorobiphenyls.

7.2 No Environmental Risks

The Mortgagor represents and agrees that:

- (a) the Mortgagor is not aware of any environmental risks or liabilities in connection with the lands described in Schedule "A" which have not been disclosed to the Bank and approved by the Bank in writing;
- (b) the operations on the lands described in Schedule "A" are and will be kept in compliance with all Environmental/Hazardous Materials Laws and the Mortgagor will ensure its staff is trained as required for such purpose;
- (c) the Mortgagor has an environmental emergency response plan and all the Mortgagor's officers and employees are familiar with that plan and their duties under it;
- (d) the Mortgagor possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary for the conduct of its business;
- (e) the lands described in Schedule "A" are and will remain free of environmental damage or contamination;
- (f) the Mortgagor will provide the Bank with copies of all communications from or to any person relating to Environmental/Hazardous Materials Laws and any Environmental/Hazardous Materials Claims in connection with the lands described in Schedule "A" that become known to the Mortgagor, and all environmental studies or assessments prepared for the Mortgagor, and the Mortgagor consents to the Bank contacting and making enquiries of environmental officials or assessors;
- (g) the Mortgagor will advise the Bank immediately upon becoming aware of any environmental problem relating to the lands described in Schedule "A" or the Mortgagor's business;
- (h) without limiting the above, the Mortgagor will not install in, on or under the lands described in Schedule "A" storage tanks for any Wastes/Hazardous Materials without the Bank's prior written consent and only upon full compliance with the Bank's requirements and the standards and requirements of all boards and governmental authorities having jurisdiction over the lands, and the Mortgagor's activities and assets.

7.3 Indemnity

The Mortgagor agrees to assume and be responsible for any and all environmental liabilities relating to the lands described in Schedule "A", including any liability for the clean-up of any Wastes/Hazardous Materials in, on or under the lands, and the Mortgagor agrees to protect, save harmless and indemnify the Bank, and any Receiver, and the Bank's respective directors, officers, employees and agents, direct and indirect successors and assigns, and the Bank's interest in the lands, from and against any and all claims, demands, liabilities, losses, damages and expenses, including legal fees and expenses, suffered by any of such persons arising out of or in connection with any and all environmental liabilities relating to the lands. The Mortgagor's liability will arise upon the earlier of the discovery of any Wastes/Hazardous Materials, and the institution of any Environmental/Hazardous Materials Claims, and will not be dependent upon the realization of any loss or damage or the determination of any liability. This indemnity and the Mortgagor's liability hereunder will survive after this mortgage and the charges created hereby have been discharged.

8. INSURANCE PROCEEDS

Notwithstanding subclause 6 (j) and (k), the Mortgagor hereby assigns, transfers and sets over to the Bank all policies of insurance now or hereafter made in respect of any structure and the proceeds of such policies of insurance. The Bank may dispose of moneys paid to it pursuant to a policy of insurance under this clause or subclause 6 (j) and (k) as follows:

- (a) it may hold the moneys as further security for the payment of the Secured Obligations;
- (b) it may use the moneys to restore or improve the lands;
- (c) it may apply the moneys in reduction of the Secured Obligations; or
- (d) it may deliver the moneys to the Mortgagor under such terms or conditions as the Bank may prescribe.

9. PROTECTIVE DISBURSEMENTS

The Bank may, without notifying the Mortgagor, purchase any material or service and make any payments to preserve, protect or enhance the lands or to remedy any default by the Mortgagor in respect of any promise or covenant contained in this mortgage and, without restricting the generality of the foregoing, the Bank may make such purchases or payments to:

- (a) retire fees, expenses and borrowings of a receiver;
- (b) acquire insurance against direct damage, liability to third parties or any other risk associated with the lands on such terms and at such limits as the Bank may find advisable;
- (c) discharge any lien, mortgage or encumbrance which, in the opinion of the Bank, has priority over this mortgage;

- (d) improve the title of the Bank or of any purchaser of the lands who purchases them through a sale having the effect of foreclosing the Mortgagor's interest in the lands or who purchases them from the Bank after the Mortgagor's interest in the lands has been foreclosed;
- (e) discharge any debt or obligation which the Bank may find should be discharged in order to better market, sell or protect the lands;
- (f) cause the lands to be inspected, investigated (including environmental audits), appraised, surveyed or subdivided;
- (g) cause the Mortgagor's books and records to be audited and the financial health of the Mortgagor's business to be investigated;
- (h) retire the fees, commissions or expenses of any agent retained by the Bank to market the lands;
- (i) retire all costs and expenses, including legal fees on a solicitor and client basis, in relation to the preparation, execution and delivery of this mortgage and any amendment or discharge of it, in relation to the collection of any amount due hereunder and in relation to the enforcement of any remedy including the actual fees and expenses who act on behalf of the Bank in proceedings for the appointment of a receiver, foreclosure, foreclosure and sale, judicial sale, sale by power of sale or possession of the lands;
- (j) pay the fees and expenses of a trustee in Bankruptcy of the Mortgagor, should the Bank determine to make itself liable for such;
- (k) retire all costs and expenses including fees on a solicitor and client basis in respect of any suit concerning this mortgage, any lands that may be mortgaged hereunder, the Bank's title to the lands, or the priority of the Bank's interest in the lands; and
- (l) cause any environmental rehabilitation, investigation, removal or repair necessary to protect, preserve or remediate the lands.

A purchase or payment mentioned in this clause is referred to in this mortgage as a "protective disbursement". The Bank is not obliged to make any protective disbursement. All protective disbursements, including solicitor and client fees and expenses upon foreclosure and sale, are secured by this mortgage and are payable out of the proceeds of the exercise of any remedy notwithstanding that the Bank's liability for the protective disbursement arises after or is discharged after a sale of the mortgaged property.

10. EVENTS OF DEFAULT

The occurrence of any of the following events will constitute an Event of Default:

- (a) if the Mortgagor fails, or threatens to fail, to observe or perform any covenant, agreement, condition or obligation in the Bank's favour, whether or not herein contained, including the Mortgagor's failure to pay or perform any of the Secured Obligations when due;
- (b) if any representation, warranty or statement made to the Bank either by the Mortgagor or on its behalf and whether or not contained herein or elsewhere, is not or ceases to be true;

- (c)** if the Mortgagor, or any other obligant to the Bank, or any other person liable, in respect of any of the Secured Obligations, ceases or threatens to cease to carry on the Mortgagor's or the other obligant's business, as the case may be, or any material part thereof or to sell all or substantially all of the Mortgagor's or the other obligant's assets, or becomes insolvent or files a proposal, a notice of intention to file a proposal, or an assignment for the benefit of creditors under applicable bankruptcy or similar legislation, or if a petition is filed, an order is made, a resolution is passed, or any other step is taken for the Mortgagor's, or such other person's, bankruptcy, liquidation, dissolution, winding-up or reorganization or for any arrangement or composition of the Mortgagor's or the other obligant's debts or any protection from the Mortgagor's or the other obligant's creditors;
- (d)** if the Mortgagor is in default under any other charge of the lands described in Schedule "A" or under any indebtedness other than Secured Obligations, or the Mortgagor permits to accelerate any indebtedness (other than Secured Obligations) owed by the Mortgagor to any creditor other than the Bank;
- (e)** if a Receiver, trustee or similar official of any of the Mortgagor's property is appointed;
- (f)** if the Mortgagor is a corporation and any member or shareholder commences an action against the Mortgagor or gives notice of dissent to the Mortgagor in accordance with the provisions of any applicable legislation;
- (g)** the holder of any other charge on, or claim against, any of the lands described in Schedule "A" does anything to enforce or realize on such charge or claim, or any execution, sequestration, or other process becomes enforceable against the Mortgagor, or if a distress, seizure or similar process is levied upon or exercised against any of the lands;
- (h)** if the lessor under any lease to the Mortgagor of any of the lands described in Schedule "A" takes any step to or threatens to terminate such or otherwise exercise any of its remedies under such lease as a result of any default or alleged default by the Mortgagor under such lease;
- (i)** if any of the lands described in Schedule "A" are destroyed, substantially damaged, expropriated, or designated or considered for designation as a contaminated site;
- (j)** if any permit, licence, certification, quota or order granted to or held by the Mortgagor is cancelled, reduced or revoked, or any order against the Mortgagor is enforced, with the effect of preventing the Mortgagor's business from being carried on for more than five days or materially adversely changing the condition (financial or otherwise) of the Mortgagor's business;
- (k)** if the Mortgagor sells, transfers, conveys, leases, assigns, releases, surrenders or otherwise disposes of or parts with possession of any of the lands described in Schedule "A" or agrees to do so;
- (l)** if the Mortgagor is in arrears of payment to any taxing authority;
- (m)** if the Mortgagor causes or allows hazardous materials to be brought upon the lands described in Schedule "A" or incorporated into any of the Mortgagor's assets without the Bank's prior consent, or if the Mortgagor causes, permits or fails to remedy any

environmental contamination upon, in or under the lands or fails to comply with any abatement or remediation order given by a responsible authority;

- (n) if the Mortgagor uses any of the monies advanced hereunder for any purpose other than as declared to and agreed upon by the Bank;
- (o) if the Bank deems itself insecure or believes that the assets secured hereby are in danger of loss, damage or misuse; or
- (p) if there is a deemed Event of Default pursuant to this mortgage.

Upon the occurrence of an Event of Default, at the option of the Bank, without notice to the Mortgagor, the Bank's security shall immediately become enforceable and all of the money hereby secured remaining unpaid shall become due and payable. If, in respect of a default, the Bank chooses not to exercise the option hereby given to it or waives its right to call in the balance of the loan, such does not constitute a waiver of the Bank's rights under this clause in respect of any other default.

11. NOTICE RESPECTING DEFAULT AND ENFORCEMENT

The Bank may exercise any remedy or remedies immediately upon the occurrence of an Event of Default, without making a demand for payment or giving time for payment or notifying the Mortgagor of the Bank's intention to exercise the remedy or remedies. If the Bank chooses to notify the Mortgagor of such an intention or to demand payment, it shall not thereby be taken to have waived its rights under this clause or to have subjected itself to a duty to give reasonable notice to the Mortgagor respecting the Bank's intention or to give the Mortgagor reasonable time for payment.

12. REMEDIES

On the occurrence of an Event of Default, the Bank may immediately thereupon seek or exercise any remedy as may be available to it in law or equity and it may exercise any of the following remedies:

(a) POSSESSION

Without limiting the rights of the Bank pursuant to clause 4, the Bank may take possession of the lands or any part of them and upon doing so the Bank may do such things as it deems advisable in order to maintain, protect or preserve the lands, it may make improvements or alterations to the lands and the Bank may lease the lands to third parties on such terms as the Bank deems advisable;

(b) POWER OF SALE

The Bank may, without notice to the Mortgagor or those claiming by, through, from or under it, sell the lands by way of public auction, private sale, tender or any other method as the Bank may choose and according to such terms as the Bank may choose to accept and any conveyance by the Bank pursuant to this power conveys to the purchaser the right, title, interest, property and demand of the Mortgagor at the time of the making of this mortgage or any time since and that of any person claiming by, through, from or under the Mortgagor of, in and to the lands sold;

(c) JUDGMENT

The Bank may sue the Mortgagor or any person jointly liable with it or any guarantor and recover judgment, without having exhausted the other remedies available to it and no other remedy or right of the Bank merges in any such judgment;

(d) RECEIVERSHIP

The Bank may appoint a receiver or a receiver and manager (the "receiver") of the lands, and in doing so the Bank may appoint any person it chooses including one of the Bank's employees and, the Bank may remove and replace the person so appointed. A receiver appointed by the Bank is the agent of the Mortgagor and his actions are binding upon the Mortgagor and not upon the Bank. Notwithstanding that the receiver is the agent of the Mortgagor, the Bank may instruct the receiver as regards the exercise of its powers and the discharge of its duties, and the Bank may make such arrangements as it may choose in respect of the receiver's expenses and fees; and

(e) DISTRESS

The Bank may distrain for arrears of rent pursuant to clause 4.

In this mortgage, the term "remedies" means the remedies prescribed in this clause and such other remedies as the Bank may have in law or equity. The remedies are cumulative; the exercise of one does not preclude the use of others. The Bank may exercise any of the remedies against the lands as a whole or in parts, it may enforce one remedy against one part of the lands and other remedies against other parts and it may abandon or discharge whatever parts of the lands as the Bank may choose. Where the exercise of a remedy involves the sale of the lands or part of them, the party making the sale may accept cash, credit or part cash and part credit and, if a sale is made on credit, the Bank need apply, in reduction of the debt or debts secured, only such payments as are actually made.

13. POWERS OF THE RECEIVER

The receiver may:

- (a)** exercise any of the powers of the Bank pursuant to clause 12 except subclause 12(d) and make any purchase or payment as the Bank may make under clause 9;
- (b)** carry on any business for which the lands are used and conduct the affairs of the Mortgagor in respect of such business;
- (c)** do any act or thing as could be authorized by the board of directors or the shareholders of the company if the Mortgagor is a company;
- (d)** do all things necessary to control the lands, manage the lands or to produce income from the lands;

- (e) where the Bank holds a chattel mortgage in respect of the Secured Obligations and the Bank has not appointed an agent under the chattel mortgage, do any act or thing that may be done by an agent under the chattel mortgage but, in so doing or acting, the receiver is the agent of the Mortgagor as provided in subclause 12(d);
- (f) borrow money to carry on any business for which the lands are used, to carry out any power of the receiver or for protective disbursements;
- (g) retain and instruct counsel, real estate agents, appraisers, property managers and any person who the receiver may find to be helpful in the discharge of its powers; and
- (h) generally, do anything it finds to be necessary for the orderly management or liquidation of the lands.

14. LIABILITY RESPECTING ENFORCEMENT OF SECURITY

Once the Bank has determined to exercise a remedy or remedies, it may deal with and dispose of the lands as the Bank may see fit and neither the Mortgagor nor those claiming by, though from or under it shall maintain any action, advance any claim or rely on any set-off by reason of the order of enforcement of remedies against parts of the lands, the abandonment or discharge of the lands or part of them, the Bank's failure to maintain or insure the lands, the Bank's failure to secure an adequate price for the lands or anything relating to the manner in which the lands are dealt with or disposed of. In this clause "the Bank" includes the receiver.

Further, the Bank may, in its sole discretion, realize on various securities (including this mortgage) and any parts thereof in any order that the Bank considers advisable and no realization or exercise by the Bank of any power or right under this mortgage or other security shall in any way prejudice any further realization or exercise until all Secured Obligations are satisfied. All rights and remedies available to the Bank are cumulative and not restrictive of remedies at law and in equity and by statute.

15. RELEASES

The Mortgagor is not released from any of its obligations to pay the Secured Obligations nor is any security held to secure the Secured Obligations released by reason of the Bank releasing any person who may be obligated to pay the Secured Obligations or any part of them, or by reason of the Bank releasing any security held to secure payment of the Secured Obligations. The Bank is only accountable for money actually received by it in consideration of the release of any person or security.

16. INDULGENCES

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compromise, make settlements, grant releases and discharges, refrain from registering or maintaining registration of charges, and otherwise deal with the Mortgagor, other obligants to the Bank, the Mortgagor's other creditors, sureties and other persons and with the lands and other security, all as the Bank sees fit in its absolute discretion and without prejudice to the Mortgagor's liability or the Bank's rights or remedies. The Mortgagor agrees that it will not be released nor its liability in any way reduced because the Bank has done, not done, or concurred in doing or not doing, anything whereby a surety would or might be released in whole or in part.

17. ASSIGNS

This mortgage is binding upon the Mortgagor, its successors, assigns, heirs, executors and administrators and is granted to and for the benefit of the Bank, its successors and its assigns.

18. GENDER AND NUMBER

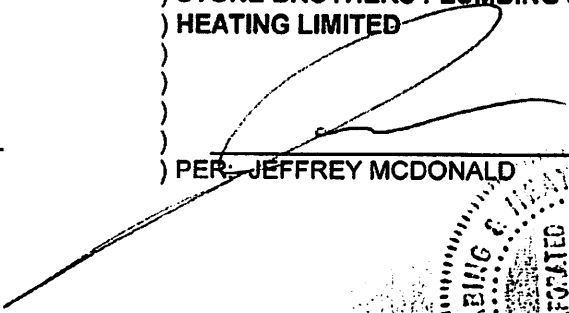
The use in this mortgage of the neuter gender includes the masculine and the feminine; the use of the plural includes the singular; the use of the singular includes the plural.

The Mortgagor has properly executed and sealed this mortgage on the day and year stated on the first page.

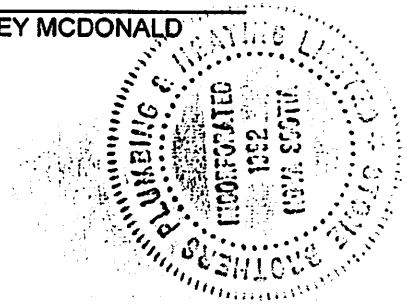
SIGNED, SEALED and DELIVERED
in the presence of



) STONE BROTHERS PLUMBING &
) HEATING LIMITED



) PER: JEFFREY MCDONALD




CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

**AFFIDAVIT OF STATUS & AUTHORIZATION
(CORPORATE)**


I, Jeffrey McDonald, of the Cape Breton Regional Municipality, Nova Scotia, make oath and say that:

1. I am the President , of Stone Brothers Plumbing & Heating Limited , the *Corporation*. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this Affidavit; this acknowledgment is made pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392, or s.79(1) of the *Land Registration Act*, as the case may be, for the purpose of registering the instrument..
3. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation and none of the Shareholders of the Corporation occupy the lands described in this Indenture.

SWORN TO at Sydney
County of Cape Breton
Province of Nova Scotia
this day of
A.D. 2017, before me,




 A COMMISSIONER OF THE
 SUPREME COURT OF NOVA
 SCOTIA
 John Khattar



 JEFFREY MCDONALD

**PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON**

I certify that on this day of , 2017, **Stone Brothers Plumbing & Heating Limited**, one of the parties mentioned in the foregoing and annexed Indenture, *caused the same to be executed in its name and on its behalf by its proper officers* in my presence and I have signed as a witness to such execution.



 A COMMISSIONER OF THE SUPREME
 COURT OF NOVA SCOTIA
 John Khattar

SCHEDULE "A"**PARCEL DESCRIPTION REPORT**

2017-04-04 09:57:17

PID: 15221542
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2013-09-17 11:31:50

All that certain lot, piece or parcel of land situate, lying and being on the south western side of the North Sydney Road between Coxheath and Ball's Creek, in the County of Cape Breton, in the Province of Nova Scotia, and being more particularly described as follows:

BEGINNING at a point on the south western boundary line of the Sydney - North Sydney Highway between Coxheath and Ball's Creek said point being the intersection of the south western boundary line of the said Sydney - North Sydney highway and the north western side of lot of land deeded by Walter W. McKinlay et ux to Annie Lewis McDonald by deed dated the 13th of August 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, at pages 746 et seq;

THENCE south westerly along said north western side of said lot of Annie Lewis McDonald a distance of four hundred and sixteen (416') feet;

THENCE north easterly a distance of four hundred and eight (408') feet more or less to a point on the south western boundary line of said Sydney and North Sydney Highway to a point eighty (80') feet southerly from the place of beginning;

THENCE northerly along the south western boundary of said highway a distance of eighty (80') feet to the place of beginning;

Note: the above lot being a portion out of the north eastern part of a lot of land deeded by Walter W. McKinlay to Annie Lewis McDonald by deed dated the 13th day of August, 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, page 746 et seq.
 Reg. Ref: 1676/813

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: CAPE BRETON COUNTY
 Registration Year: 1952
 Book: 541 Page: 182 Document Number: 1247

External Comments:

Description Change Details:

Reason:

Author of New or

Changed Description:

Name:

PARCEL DESCRIPTION REPORT

2017-04-04 09:57:17

Registered Instruments:

Comments:

Form 26

*Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll*

For Office Use -----

Registration district: Cape Breton County
 Submitter's user number: 14197
 Submitter's name: Nicole R. LaFosse

CAPE BRETON COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded
 as shown here.
 John MacLeod, Registrar

In the matter of Parcel Identification Number (PID)

PID	15215270
PID	15221542

110669596 LR ROD
 Document #
April 28 2017 12:55 *JML*
 MM DD YYYY Time

(Expand box for additional PIDs, maximum 9 PIDs per form.)

Power of attorney (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to record the attached document *(select applicable box)*:

- in the parcel register as a recorded interest
- in the power of attorney roll
- in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

Instrument type	<i>Mortgage</i>
Expiry date (if applicable)	<i>Not Applicable</i>
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	AMBROSE STONE JOSEPH STONE JEAN FROST-STONE JEANNIE STONE JOSEPH STONE FAMILY TRUST (2005) AMBROSE STONE FAMILY TRUST (2005) - Mortgagee
Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)	P. O. Box 1831 Station "A" Sydney, NS B1P 6W4

May 4, 2009

Name and mailing address power of attorney donor to be added (if applicable)	Not Applicable
Name and mailing address power of attorney donee to be added (if applicable)	Not Applicable
Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)	Not Applicable

The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

Textual qualification on title to be removed (insert any existing textual description being changed, added to or altered in any way)	Not Applicable
Textual qualification on title to be added (insert replacement textual qualification)	Not Applicable

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Sydney, in the County of Cape Breton, Province of Nova Scotia, April 27, 2017.



Signature of authorized lawyer

Name: Nicole LaFosse
Address: 50 Dorchester Street,
Sydney, N.S. B1P 5Z1
Phone: 902-563-0025
E-mail: nlafosse@lafossemacleod.ca
Fax: 902-563-0026

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS INDENTURE made this **25th** day of April, 2017.

BETWEEN

Stone Brothers Plumbing & Heating Limited, a duly incorporated company pursuant to the laws of the Province of Nova Scotia,

hereinafter, collectively called the "MORTGAGOR"

OF THE FIRST PART

-and-

Ambrose Stone, Joseph Stone, Jean Frost-Stone, and Jeannie Stone, all of St. Peters, Richmond County, Province of Nova Scotia,

-and-

Joseph Stone Family Trust (2005) and Ambrose Stone Family Trust (2005)

hereinafter collectively called the "MORTGAGEE"

OF THE SECOND PART

DEFINITIONS

1.01 In this Collateral Mortgage, unless the context otherwise requires:

- (a) "Guarantee" means the guarantee attached to this Collateral Mortgage as Schedule "A"
- (b) the "Mortgagor" means the parties of the first part of the Cape Breton Regional Municipality;
- (c) the "Mortgagee" means the parties of the second part of the Cape Breton Regional Municipality, Nova Scotia;
- (d) "Indebtedness" means the sum of **Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00)**, together with any accrued interest thereon which may from time to time remain unpaid;
- (e) "Promissory Note" means the promissory note attached to this Collateral Mortgage as Schedule "B" and any extensions, substitutions and renewals thereof;
- (f) "Interest Rate" means the interest rate set out or determined in accordance with the provisions of the Promissory Note.

RECITALS

- 2.01 The Mortgagee has requested from the Mortgagor security for the due payment of the Indebtedness.
- 2.02 The Mortgagor have agreed to execute this Collateral Mortgage for the purpose of securing to the Mortgagee payment of the Indebtedness.

CHARGE

- 3.01 In consideration of the sum of \$1.00, the Mortgagor mortgage to the Mortgagee a first charge on the lands described in Schedule "C" hereto annexed as security for payment of the Indebtedness.

COVENANTS

- 4.01 The Mortgagor and the Mortgagee covenant with each other as follows:
- (a) This mortgage shall be void if the Mortgagor well and truly pay the indebtedness in accordance with the terms of the Promissory Note and upon payment of any other sums and interest thereon paid by the Mortgagee under the provisions hereof;
 - (b) This mortgage is collateral security for payment of the indebtedness evidenced by the Promissory Note and the Mortgagee may from time to time extend the time for payment of the indebtedness or any part thereof and may renew the Promissory Note so that the time for payment of the indebtedness is extended without in any way affecting the liability of the Mortgagor hereunder and without in any way affecting or prejudicing the security hereby created and nothing but the actual payment of the indebtedness shall discharge the Mortgagor;
 - (c) The Mortgagor will provide personal Guarantees by the Shareholders of the Mortgagor.
 - (c) The Mortgagor will pay all taxes, rates and assessments and show receipts on demand;
 - (d) The Mortgagor will cause the indebtedness to be paid and on default, the Mortgagee may enter and have quiet enjoyment of the lands;
 - (e) The Mortgagor have a good title in fee simple to the lands and the right to convey the lands as hereby conveyed and the Mortgagor will procure such further assurances as may be reasonably required;
 - (f) The Mortgagor will insure the building on the lands against fire and, as the Mortgagee may require, against other perils, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada in a company duly authorized to carry on business as such and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof appertaining and if the Mortgagor neglect to keep the buildings or any of them insured as aforesaid or to deliver such policies and receipts thereof appertaining and if the Mortgagor neglect to keep the buildings or any of them insured as aforesaid or to deliver such policies and receipts or to produce to the Mortgagee at least three (3) days before the termination of any insurance evidence of renewal thereof, the Mortgagee is entitled but is not

obliged to insure the said buildings or any of them, and the Mortgagor shall forthwith upon the happening of any loss or damage, furnish at their own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys, and any insurance money received may, at the option of the Mortgagee, be applied by the Mortgagee in rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee, in whole or in part on the indebtedness or any part thereof.

- (g) If the Mortgagor shall neglect or refuse to pay any taxes, rates, charges or assessments which are or may be imposed upon the lands while the whole or any part of the indebtedness hereby secured shall remain unpaid, it shall be lawful for the Mortgagee, at its option, to pay and discharge the same or any part hereof, and all such sums so paid, together with interest thereon, at the current interest rate from the time or times respectively that the same were paid shall be secured by this mortgage or the Mortgagee may sue for and recover the same from the Mortgagor;
- (h) The Mortgagor shall keep the lands and buildings now thereon or hereafter brought or erected thereon in good condition and repair according to the nature and description thereof respectively, and if the lands, buildings or improvements are not kept in good condition and repair, or any act of waste is committed thereof, the Mortgagee may enter and complete, repair or manage the property and all reasonable costs thereof, together with interest thereon, at the current interest rate from the time or times respectively the same were paid, shall be secured by this mortgage or the Mortgagee may sue for and recover the same from the Mortgagor.

It is agreed that the Mortgagee may pay the amount of any encumbrance, lien or charge hereafter existing or to arise or to be claimed upon the lands having priority over this mortgage, including any arrears of taxes or other rates on the lands or any of them and may pay all costs, charges and expenses which may be incurred in taking, recovering or keeping possession of the premises and all solicitor's charges or commissions for and in respect of the collection of overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Mortgagor hereunder as between solicitor and client whether any action or judicial proceedings to enforce such payment have been taken or not and the amounts so paid shall be added to the debt hereby secured and be a charge to the lands and shall bear interest at the current interest rate and shall be forthwith payable by the Mortgagor. In the event of the Mortgagee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on his security or otherwise, the Mortgagee shall be entitled to all the rights, equities and securities of the person or persons, company or corporation or government so paid off.

- (i) The conveyance, sale or transfer of title to the lands hereby mortgaged without the approval of the Mortgagee shall be deemed default under the terms of the Promissory Note.
- 4.02 This Mortgage can be prepaid in full or in part at any time without penalty or interest at the option of the Mortgagor.

GENERAL

- 5.01 Unless the context requires, words in the singular include the plural and the words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders.
- 5.02 Where applicable, all covenants, liabilities and obligations entered into or imposed hereunder

upon the Mortgagor shall be joint and several.

This Indenture shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused THESE PRESENTS to be executed the day and year first above written.

SWORN TO at Sydney, in the County)
of Cape Breton, Province of Nova)
Scotia, this ^{25th} day of ~~November~~ ^{April}, ~~1, A.D.~~)
2009; before me,)




A BARRISTER OF THE SUPREME)
COURT OF NOVA SCOTIA)

STONE BROTHERS PLUMBING
& HEATING LIMITED



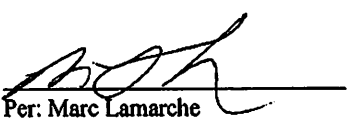
Per: Jeff McDonald

SWORN TO at Sydney, in the County)
of Cape Breton, Province of Nova)
Scotia, this ^{25th} day of ~~Apr: 1, 2009~~)
2017, before me,)

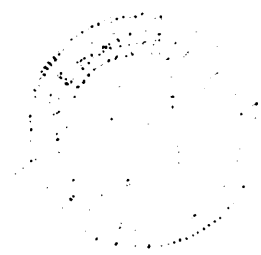


A BARRISTER OF THE SUPREME)
COURT OF NOVA SCOTIA)

STONE BROTHERS PLUMBING
& HEATING LIMITED



Per: Marc Lamarche



**PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON**

I CERTIFY on this 26th day of April, 2017, one of the parties mentioned in the foregoing and annexed Deed signed, sealed and executed the within Indenture in my presence and I have signed as a witness to such execution.



A Commissioner of the Supreme Court
of Nova Scotia

John Khattar

COUNTY OF CAPE BRETON
PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF STATUS

I, **Jeff McDonald**, the *Deponent*, make oath and swear that:

1. I acknowledge that I executed the foregoing instrument under seal on the date of this Affidavit.
2. This acknowledgment is made pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, or c.392,s.79(1) of the *Land Registration Act*, for the purpose of registering the instrument.
3. I am nineteen years of age or older and am resident in Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this Affidavit *spouse* means either of a man and woman who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity, or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 (b) For the purpose of this affidavit *spouse* includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. I am a spouse, with respect to the within property, and have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act* or former spouse with rights under the *Matrimonial Property Act*.)

SWORN TO at Sydney, in the County)
 of Cape Breton, Province of Nova)
 Scotia, this 25th day of April)
 2017, before me,)
 _____)
 A BARRISTER OF THE SUPREME)
 COURT OF NOVA SCOTIA)

_____)
 Jeff McDonald)

COUNTY OF CAPE BRETON
PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF STATUS

I, Marc Lamarche, the *Deponent*, make oath and swear that:

1. I acknowledge that I executed the foregoing instrument under seal on the date of this Affidavit.
2. This acknowledgment is made pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, or c.392,s.79(1) of the Land Registration Act, for the purpose of registering the instrument.
3. I am nineteen years of age or older and am resident in Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this Affidavit *spouse* means either of a man and woman who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity, or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 (b) For the purpose of this affidavit *spouse* includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. I am a spouse, with respect to the within property, and have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act* or former spouse with rights under the *Matrimonial Property Act*..

SWORN TO at Sydney, in the County)
 of Cape Breton, Province of Nova)
 Scotia, this 25th day of April)
 2017, before me,)
 _____)
 A BARRISTER OF THE SUPREME)
 COURT OF NOVA SCOTIA)



 Marc Lamarche

Guarantee

TO: Ambrose Stone, Joseph Stone, Jean Frost-Stone, Jeannie Stone, Joseph Stone Family Trust (2005), and Ambrose Stone Family Trust (2005)

IN CONSIDERATION OF Ambrose Stone, Joseph Stone, Jean Frost-Stone, Jeannie Stone, Joseph Stone Family Trust (2005), and Ambrose Stone Family Trust (2005) (hereinafter referred to as the "Stone Family") agreeing to deal with or to continue to deal with Stone Brothers Plumbing & Heating Limited (hereinafter referred to as "Stone Brothers"), each of the undersigned hereby jointly and severally guarantees the payment Stone Brothers of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Stone Brothers to the Stone Family or remaining unpaid by Stone Brothers to the Stone Family (the "Liabilities"). The Liabilities shall be repayable as per the attached Schedule.

AND THE UNDERSIGNED AND EACH OF THEM do hereby jointly and severally agree with the Stone Family as follows:

1. **Continuing Guarantee.** This Guarantee shall be a continuing Guarantee and shall cover all of the Liabilities outstanding from time to time. This Guarantee shall further apply to and secure any ultimate balance due or remaining unpaid to the Stone Family and it shall remain in full force and effect notwithstanding the release or discharge of the Stone Family for any reason whatsoever other than payment in full of the ultimate balance of the Liabilities.
2. **Recourse.** The Stone Family shall not be bound to exhaust its recourse against Stone Brothers or others or any security it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce all benefits of discussion and division.
3. **Failure of the Stone Family to Exercise Rights.** The Stone Family may grant time, renewals, extensions, indulgences, releases and discharges to, take security from and give the same

and any or all existing security up to, abstain from taking security from or from perfecting security of, cease or refrain from giving credit or making loans or advances to, accept compositions from and otherwise deal with Stone Brothers and others and with all security as the Stone Family may see fit, and may apply all monies at any time received from Jim and Susan or others or from security upon such part of the Liabilities as the Stone Family deems best and change any such application in whole or in part from time to time as the Stone Family may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this Guarantee, and no loss of or in respect of any security realized by the Stone Family from Stone Brothers or others, whether occasioned by the fault of Stone Brothers or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee.

4. **Guarantee to Remain Enforceable.** This Guarantee shall not be discharged or otherwise affected by any change in the name of Stone Brothers, or in the objects, capital structure or constitution of Stone Brothers, or by the sale of the business of Stone Brothers or any part thereof or by Stone Brothers being amalgamated with another corporation, but shall, notwithstanding any such event, continue to apply to all Liabilities whether incurred before or after such change, and in the case of Stone Brothers being amalgamated with another corporation, this Guarantee shall apply to the Liabilities of the resulting partnership or corporation, and the term "Stone Brothers" shall include each such resulting partnership and corporation.

5. **Notices.** No suit based on this Guarantee shall be instituted until demand of payment has been made upon the undersigned. For the purposes of this Guarantee, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the undersigned or if sent by ordinary first class mail within Canada, postage prepaid, or if transmitted by telecommunications facility. All such Demands shall be deemed to have been received when delivered or transmitted, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

6. **Additional Considerations.** The parties shall sign such further and other documents, cause

such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.
8. **Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.
10. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
11. **Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
12. **Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this agreement.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and each of

the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

14. **Gender.** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

15. **Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

16. **Legislation References.** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

17. **Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

18. **Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.


IN WITNESS WHEREOF the parties have duly executed this Guarantee this 25th day of April, 2017.

SIGNED, SEALED AND DELIVERED
In the Presence of:

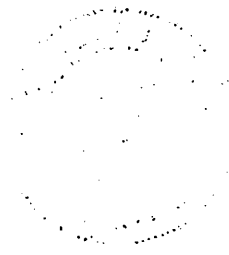


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**STONE BROTHERS PLUMBING &
HEATING LIMITED**



Per:



SCHEDULE "A"

TO: Ambrose Stone, Joseph Stone, Jean Frost-Stone, Jeannie Stone, Joseph Stone Family Trust (2005), and Ambrose Stone Family Trust (2005)

IN CONSIDERATION OF Ambrose Stone, Joseph Stone, Jean Frost-Stone, Jeannie Stone, Joseph Stone Family Trust (2005), and Ambrose Stone Family Trust (2005) (hereinafter referred to as the "Stone Family") agreeing to deal with or to continue to deal with Stone Brothers Plumbing & Heating Limited (hereinafter referred to as "Stone Brothers"), each of the undersigned hereby jointly and severally guarantees the payment Stone Brothers of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Stone Brothers to the Stone Family or remaining unpaid by Stone Brothers to the Stone Family (the "Liabilities"). The Liabilities shall be repayable as per the attached Schedule.

AND THE UNDERSIGNED AND EACH OF THEM do hereby jointly and severally agree with the Stone Family as follows:

1. **Continuing Guarantee.** This Guarantee shall be a continuing Guarantee and shall cover all of the Liabilities outstanding from time to time. This Guarantee shall further apply to and secure any ultimate balance due or remaining unpaid to the Stone Family and it shall remain in full force and effect notwithstanding the release or discharge of the Stone Family for any reason whatsoever other than payment in full of the ultimate balance of the Liabilities.
2. **Recourse.** The Stone Family shall not be bound to exhaust its recourse against Stone Brothers or others or any security it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce all benefits of discussion and division.
3. **Failure of the Stone Family to Exercise Rights.** The Stone Family may grant time, renewals, extensions, indulgences, releases and discharges to, take security from and give the same and any or all existing security up to, abstain from taking security from or from perfecting security of, cease or refrain from giving credit or making loans or advances to, accept compositions from and otherwise deal with Stone Brothers and others and with all security as the Stone Family may see fit, and may apply all monies at any time received from Jim and Susan or others or from

security upon such part of the Liabilities as the Stone Family deems best and change any such application in whole or in part from time to time as the Stone Family may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this Guarantee, and no loss of or in respect of any security realized by the Stone Family from Stone Brothers or others, whether occasioned by the fault of Stone Brothers or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee.

4. **Guarantee to Remain Enforceable.** This Guarantee shall not be discharged or otherwise affected by any change in the name of Stone Brothers, or in the objects, capital structure or constitution of Stone Brothers, or by the sale of the business of Stone Brothers or any part thereof or by Stone Brothers being amalgamated with another corporation, but shall, notwithstanding any such event, continue to apply to all Liabilities whether incurred before or after such change, and in the case of Stone Brothers being amalgamated with another corporation, this Guarantee shall apply to the Liabilities of the resulting partnership or corporation, and the term "Stone Brothers" shall include each such resulting partnership and corporation.

5. **Notices.** No suit based on this Guarantee shall be instituted until demand of payment has been made upon the undersigned. For the purposes of this Guarantee, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the undersigned or if sent by ordinary first class mail within Canada, postage prepaid, or if transmitted by telecommunications facility. All such Demands shall be deemed to have been received when delivered or transmitted, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

6. **Additional Considerations.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which so

executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

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

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with

respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

10. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

11. **Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

12. **Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

14. **Gender.** In this Agreement, words importing the singular number shall include the plural and

vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

15. **Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

16. **Legislation References.** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

17. **Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

18. **Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.


IN WITNESS WHEREOF the parties have duly executed this Guarantee this 25th day of April, 2017.

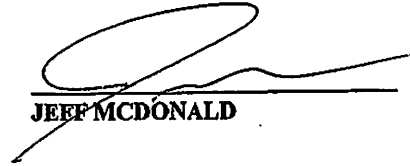
SIGNED, SEALED AND DELIVERED)
In the Presence of:)



SIGNED, SEALED AND DELIVERED)

In the Presence of:)





JEFF MCDONALD



MARC LAMARCHE

SCHEDULE "B"

PROMISSORY NOTE

AMOUNT: \$87,500.00

DUE: April 25th, 2018

SYDNEY, NOVA SCOTIA

DATE: April , 2017

FOR VALUE RECEIVED, We, the undersigned, Stone Brothers Plumbing & Heating Limited, promise to pay to the order of Ambrose Stone, Joseph Stone, Jeannie Stone, Jean Frost-Stone, Joseph Stone Family Trust (2005), Ambrose Stone Family Trust (2005) the sum of Eighty-Seven Thousand Five Hundred Dollars(\$87,500.00), with interest thereon at the rate of four point seven zero (4.70%) per annum payable to Ambrose Stone and Joe Stone as follows:

Loan of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) at four point seven zero percent (4.70%) repayable over a term of five (5) years with interest accruing from April 25th, 2017 ("interest adjustment date") shall be payable as follows:


The full principal balance plus any and all remaining interest shall become due and payable no later than the 25th day of April, 2022 (the "maturity date"). Any payments prior to the maturity date shall include principal and interest). The balance payable on the maturity date shall include interest accrued as of the date of this agreement.

This loan, or any part of it, may be prepaid at any time without penalty.

Amortization Schedule attached hereto shall form part of this note and be incorporated herein.

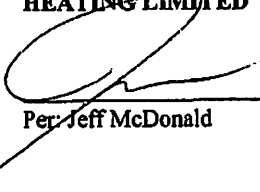
The undersigned hereby waives presentation of the within Note.

SIGNED, SEALED AND DELIVERED)
In the presence of)

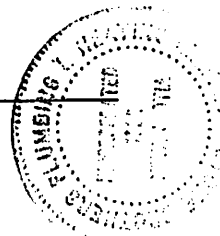


WITNESS

STONE BROTHER PLUMBING &
HEATING LIMITED



Per: Jeff McDonald



SIGNED, SEALED AND DELIVERED)

STONE BROTHER PLUMBING &

In the presence of



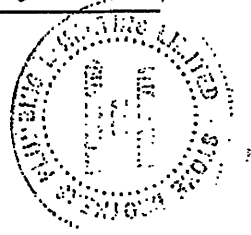
WITNESS

)
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HEATING LIMITED



Per: Marc Lamarche



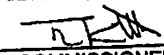
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

**AFFIDAVIT OF STATUS & AUTHORIZATION
(CORPORATE)**

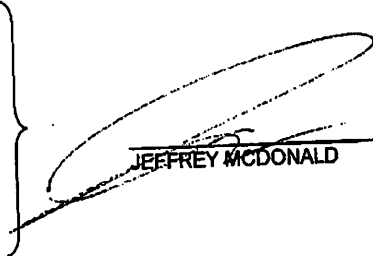
I, Jeffrey McDonald, of the Cape Breton Regional Municipality, Nova Scotia, make oath and say that:

1. I am the President, of Stone Brothers Plumbing & Heating Limited, the Corporation. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this Affidavit; this acknowledgment is made pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392, or s.79(1) of the *Land Registration Act*, as the case may be, for the purpose of registering the instrument.
3. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation and none of the Shareholders of the Corporation occupy the lands described in this Indenture.

SWORN TO at Sydney
County of Cape Breton
Province of Nova Scotia
this 25th day of April,
A.D. 2017, before me,

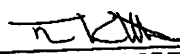

A COMMISSIONER OF THE
SUPREME COURT OF NOVA
SCOTIA

John Khattar


JEFFREY MCDONALD

PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

I certify that on this 25th day of April, 2017, Stone Brothers Plumbing & Heating Limited, one of the parties mentioned in the foregoing and annexed Indenture, caused the same to be executed in its name and on its behalf by its proper officers in my presence and I have signed as a witness to such execution.


A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

John Khattar

Schedule "C"
Description of PID 15215270

All that certain lot, piece or parcel of land situate, lying and being at Coxheath, in the County of Cape Breton and Province of Nova Scotia being more particularly bounded and described as follows:

Beginning at a point on the southern side of the Beaton Road so-called said point being the northwestern corner of lands now or formerly owned by George Ball;

Thence in a westerly direction along the southern side of the aforesaid Beaton Road a distance of two hundred and eight feet to a point;

Thence in a southerly direction and parallel with the western boundary of the said George Ball property a distance of two hundred and twenty-two feet to a point;

Thence in an easterly direction and parallel with the southern side of the Beaton Road a distance of two hundred and eight feet more or less to the western boundary of the George Ball property;

Thence in a northerly direction along the western boundary of the George Ball property a distance of two hundred and twenty-two feet to the place of beginning.

Containing one acre more or less.

And being a portion of the lands conveyed to James G. Adams and Irene Adams by Deed recorded in the Registry of Deeds at Sydney, N. S. in Book 703 at page 533.

***** Municipal Government Act, Part IX Compliance *****

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: CAPE BRETON COUNTY

Registration Year: 1972

Book: 928 Page: 240 Document Number: 3965

Description of PID 15221542

All that certain lot, piece or parcel of land situate, lying and being on the south western side of the North Sydney Road between Coxheath and Ball's Creek, in the County of Cape Breton, in the Province of Nova Scotia, and being more particularly described as follows:

BEGINNING at a point on the south western boundary line of the Sydney - North Sydney Highway between Coxheath and Ball's Creek said point being the intersection of the south western boundary line of the said Sydney - North Sydney highway and the north western side of

lot of land deeded by Walter W. McKinlay et ux to Annie Lewis McDonald by deed dated the 13th of August 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, at pages 746 et seq;

THENCE south westerly along said north western side of said lot of Annie Lewis McDonald a distance of four hundred and sixteen (416') feet;

THENCE north easterly a distance of four hundred and eight (408') feet more or less to a point on the south western boundary line of said Sydney and North Sydney Highway to a point eighty (80') feet southerly from the place of beginning;

THENCE northerly along the south western boundary of said highway a distance of eighty (80') feet to the place of beginning;

Note: the above lot being a portion out of the north eastern part of a lot of land deeded by Walter W. McKinlay to Annie Lewis McDonald by deed dated the 13th day of August, 1942, said deed being recorded in the Registry of Deeds Office, Sydney, Nova Scotia, in book 396, page 746 et seq.

Reg. Ref: 1676/813

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: CAPE BRETON COUNTY

Registration Year: 1952

Book: 541 Page: 182 Document Number: 1247

e-document		ITA-1559-22 ID 2	
F I L E D	FEDERAL COURT COUR FÉDÉRALE	D É P O S É	
July 05, 2022 05 juillet 2022			
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OTT		3	

Form 46**Certificate of Certificate Registration (Certificate of Judgment)**

Purpose: To record a judgment in the judgment roll established under the Land Registration Act

(Instrument code: 707)

Registration district:	Cape Breton County
Submitter's user number:	
Submitter's name:	Canada Revenue Agency

Court File No.:	ITA-1559-22
Name of court	Federal Court

For Office Use

Cape Breton COUNTY	
LAND REGISTRATION OFFICE	
I certify that this document/plan was registered or recorded as shown here.	
Registrar	12 111 8138 LR <input type="checkbox"/> ROD <input checked="" type="checkbox"/>
Document # / Plan #	Aug 12 / 2022 13:27 AM
MM DD YYYY	Time

In the matter of the *Income Tax Act*,
- and -

In the matter of an assessment or assessments by the Minister of National Revenue under one or more of the *Income Tax Act*, *Canada Pension Plan*, *Employment Insurance Act*, *the Income Tax Act*, against
STONE BROTHERS PLUMBING AND HEATING LIMITED

Judgment creditor information

Company Name: Canada Revenue Agency
Assistant Director, Revenue Collections
Nova Scotia Tax Services Office

Address:
Mailing Address: Post Office Box 638, Halifax, Nova Scotia. B3J 2T5
Civic Address: 100-145 Hobsons Lake Drive, Halifax, Nova Scotia.
B3J 2T5

Other Information: Telephone: (800) 667-7199

Judgment debtor information

Name: STONE BROTHERS PLUMBING AND HEATING LIMITED
Address: 4 - 43 Cossitt Heights Drive,
Sydney, Nova Scotia.
B1P 7B4

Other Information: Date of Birth: N/A


Debt	\$227,131.57
Interest	
Costs	
Judgment	\$227,131.57



I hereby certify that a Certificate, having the same effect as if it were a judgment obtained in the Court, has been registered in the above noted matter for the Canada Revenue Agency, against **STONE BROTHERS PLUMBING AND HEATING LIMITED** plus interest pursuant to the said Acts, compounded daily, is payable, at the rate prescribed under the *Income Tax Act* applicable from time to time, on the sum of **\$227,131.57**, from the **21st day of April, 2022**, to the day of payment.

I further certify that the foregoing is a true abstract of the original Certificate in the above-noted matter, registered in the records of the said Court at Ottawa, Ontario, which Certificate was duly registered on the **6th day of May, 2022**.

Given under Seal of the said Federal Court at Ottawa, Ontario, this **5th day of July A.D. 2022**.


of the Federal Court

**ANGELA VILLENEUVE-ALIE
REGISTRY ASSISTANT
ADJOINTE DU GREFFE**

FEDERAL COURT

In the matter of the *Income Tax Act*,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under one or more of the
*Income Tax Act, Canada Pension Plan, Employment
Insurance Act, the Income Tax Act*,
against:

**STONE BROTHERS PLUMBING AND HEATING
LIMITED**

**CERTIFICATE OF CERTIFICATE
REGISTRATION
(Certificate of Judgment)**
