



## ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT MADE this 27th day of MARCH, 2023

ASYA LEVIN

(Hereinafter referred to as the "Assignor")

-AND-

BELLAIRE PROPERTIES INC.

(Herein referred to as the "Vendor")

-AND-

1000480927 ONTARIO CORPORATION

(Herein referred to as the "Assignee")

WHEREAS the Assignor and the Vendor entered into an agreement of purchase and sales dated the 23rd day of March 2021 as amended (the "Purchase Agreement"), a complete copy of which is attached hereto, including all amendments and upgrade and/or change orders if applicable, whereby the Assignor agreed to purchase and the Vendor agreed to sell the proposed dwelling is to be constructed on Lot 5-35, PH5, Plan 51M-1169 Model BUCKHORN (1800) ELEV B, which dwelling described in the Purchase Agreement and which is municipally located at 1425 STOVELL CRESCENT, TOWN OF INNISFIL Ontario (the "Property").

AND WHEREAS the Assignor and the Assignee desire that the Assignor assign unto the Assignee all of his right, title and benefits under the Purchase Agreement.

AND WHEREAS the Vendor wishes to consent to the said assignment on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada paid by each of the parties hereto to the other and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of them) the parties hereby covenant and agrees as follows:

1. The parties hereto hereby acknowledge and confirm that the foregoing recitals are true both in substance and in fact.
2. The Assignor does hereby assign, transfer, and set over to and in favour of the Assignee by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Purchase Agreement.
3. The Assignee hereby covenants and agrees to and with the Assignor and the Vendor to assume the burden of all obligations on the part of the Assignor to be performed and/or borne pursuant to the Purchase Agreement, and further covenants and agrees to be bound by the terms and provisions of the Purchase Agreement as though he had originally executed same as the Purchaser.
4. The Assignee covenants and agrees with the Vendor that he shall forthwith do and suffer any act, and/or execute any documentation, which the Vendor may require from time to time in its sole, absolute, and unfettered discretion for the purposes of confirming the assumption by the assignee of the Assignor's obligations pursuant to the Purchase Agreement.
5. The Vendor hereby consents to the within assignment from the Assignor to the Assignee.
6. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
7. Time shall be of the essence of this Agreement, and the Purchase Agreement, and all terms of the Purchase Agreement shall continue in full force and effect.
8. This Agreement shall ensure to the benefit of and be binding upon the parties hereto their respective successors and assigns.
9. The Vendor warrants and confirms that the Purchase Agreement is in good standing and all deposits paid by Purchaser to date under paragraph 4 thereof, totaling \$110,000.00 shall be credited to the Assignee on closing as



## ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

sustain, incur or become liable for, by reason of the Assignee's default under this Agreement, or the Purchase Agreement. In the event of the Assignee's failure to complete the transaction in accordance with the terms and conditions of the Purchase Agreement, the Assignee acknowledges and agrees that the Vendor has the right, but not the obligation, to call upon the Assignor to complete the transaction in the Assignee's place in accordance with the terms of the Purchase Agreement, and in the event that the Vendor calls upon the Assignor to complete the transaction in the Assignee's place, the parties hereto agree that: (i) the Purchase Agreement shall automatically be deemed to be re-assigned by the Assignee to the Assignor; (ii) the deposits paid to date to the Vendor pursuant to the Purchase Agreement shall be forfeited to the Vendor as liquidated damages and not as a penalty and shall not be credited to the Assignor; and (iii) the Assignee shall, through the execution of the document, release the Vendor and the Assignor from and against any and all losses, damages, costs, expenses, actions, proceedings, demands and/or claims whatsoever which the Assignee now has, or may hereafter have, against the other parties hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addenda thereto or amendments thereof) and/or the completion thereof by the Assignor and Vendor in such case.

13. The Assignee shall not further assign the Purchase Agreement without prior written consent of the Vendor, which consent may be unreasonably or arbitrarily withheld in accordance with Paragraph 8 b. of the Purchase Agreement.
14. The parties hereto agree that notice of acceptance and delivery of the within offer and all communications thereto may be made by facsimile machine addressed to the parties hereto or their solicitors or their agents. The parties hereto agree facsimile copies shall constitute original copies.
15. This agreement may be executed in more than one counterpart and, where all parties have executed a counterpart of this Agreement, the various counterparts shall together constitute a single agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 27 day of MARCH, 2023.

\_\_\_\_\_  
Witness

Asya Levin

Asya Levin (Mar 27, 2023 21:30 EDT)

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Date:

Name: ASYA LEVIN, DOB: 11/19/94

Address: 11 Charlotte St. Apt #1205, Toronto

Phone No: 647-680-2792

Email: asia\_levin@hotmail.com

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignor

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

Asya Levin

Asya Levin (Mar 27, 2023 21:30 EDT)

\_\_\_\_\_  
Assignee

Name: 1000480927 Ontario Corporation-Asya Levin,

Address: 800 King Street West, Toronto M5V 3M7

Phone No: 647-680-2792

Email: asia\_levin@hotmail.com

Evgeni Levin

Evgeni Levin (Mar 27, 2023 18:48 EDT)

\_\_\_\_\_  
Assignee

\_\_\_\_\_  
Witness

Name: 1000480927 Ontario Corporation - Evgeni Levin,

## Certificate of Incorporation

Business Corporations Act

## Certificat de constitution

Loi sur les sociétés par actions

1000480927 ONTARIO CORPORATION

Corporation Name / Dénomination sociale

1000480927

Ontario Corporation Number / Numéro de société de l'Ontario

This is to certify that these articles are effective on

La présente vise à attester que ces statuts entreront en  
vigueur le

**March 21, 2023 / 21 mars 2023**

*V. Quintanilla W.*

Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

The Certificate of Incorporation is not complete  
without the Articles of Incorporation.

Certified a true copy of the record of the  
Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar



Le certificat de constitution n'est pas complet s'il  
ne contient pas les statuts constitutifs.

Copie certifiée conforme du dossier du  
ministère des Services au public et aux  
entreprises.

*V. Quintanilla W.*

Directeur ou registrateur



# Articles of Incorporation

Business Corporations Act

**1. Corporation Name**

1000480927 ONTARIO CORPORATION

**2. Registered Office Address**

2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

**3. Number of Directors**

Minimum/Maximum

Min 2 / Max 10

**4. The first director(s) is/are:**

**Full Name**

ASYA LEVIN

**Resident Canadian**

Yes

**Address for Service**

800 King St.W., Toronto, Ontario, Canada, M5V 3M7

**Full Name**

EVGENI LEVIN

**Resident Canadian**

Yes

**Address for Service**

2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

**5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":**

100

The endorsed Articles of Incorporation are not complete without the Certificate of Incorporation.  
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery



6. The classes and any maximum number of shares that the corporation is authorized to issue:  
COMMON SHARES

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series. If there is only one class of shares, enter "Not Applicable":  
Not applicable

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":  
Not applicable

9. Other provisions, if any. Enter other provisions, or if no other provisions enter "None":  
Not applicable

10. The name(s) and address(es) of incorporator(s) are:

Full Name	ASYA LEVIN
Address for Service	800 King St.W., Toronto, Ontario, Canada, M5V 3M7

Full Name	EVGENI LEVIN
Address for Service	2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

The articles have been properly executed by the required person(s).



## Statuts constitutifs

Loi sur les sociétés par actions

1. Dénomination sociale

1000480927 ONTARIO CORPORATION

2. Adresse du siège social

2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

3. Nombre d'administrateurs

Minimum ou maximum

Min. 2 / Max. 10

4. Premiers administrateurs:

Nom complet

ASYA LEVIN

Résident canadien

Oui

Adresse aux fins de signification

800 King St.W., Toronto, Ontario, Canada, M5V 3M7

Nom complet

EVGENI LEVIN

Résident canadien

Oui

Adresse aux fins de signification

2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

5. Restrictions, le cas échéant, liées aux activités ou aux pouvoirs que peut exercer la société : S'il n'y en a aucune, inscrire « Aucune » :

100

*V. Quintanilla W.*

6. Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre:  
COMMON SHARES

7. Droits, privilèges, restrictions et conditions, le cas échéant, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peuvent être émises en série : S'il n'y a qu'un seul type d'actions, inscrire « Ne s'applique pas ».  
Not applicable

8. Restrictions, le cas échéant, concernant l'émission, le transfert ou la propriété d'actions : S'il n'y en a aucune, inscrire « Aucune » :  
Not applicable

9. Autres dispositions. Entrez les autres dispositions, ou si il n'y a pas d'autres dispositions, entrez 'Aucune'.  
Not applicable

10. Les noms et adresses des fondateurs sont:

Nom complet

ASYA LEVIN

Adresse aux fins de signification

800 King St.W., Toronto, Ontario, Canada, M5V 3M7

Nom complet

EVGENI LEVIN

Adresse aux fins de signification

2 Mahogany Dr., Maple, Ontario, Canada, L6A 4S8

Les statuts ont été correctement signés par les personnes autorisées.



**BY-LAW NO. 1**  
A By-law relating generally to  
the transaction of the business and affairs  
of

**1000480927 ONTARIO CORPORATION**  
(the "Corporation")

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**BY-LAW NO. 1**  
A By-law relating generally to  
the transaction of the business and affairs  
of

**1000480927 ONTARIO CORPORATION**  
(the "Corporation")

**RESOLVED** as a By-law of the Corporation that:

**1. INTERPRETATION**

**1.1 Definitions.** In this By-law and all other By-laws and resolution of the Corporation, unless the context otherwise requires:

- (a) the following terms shall have the meanings specified:
  - (i) "Act" means the *Business Corporations Act* (Ontario), or any statute that may be substituted therefor including the regulations made thereunder, as amended from time to time;
  - (ii) "Articles" means the Articles of Incorporation of the Corporation as amended or restated from time to time;
  - (iii) "Board" means the board of directors of the Corporation;
  - (iv) "Chairman of the Board" means the Director appointed by the Board from time to time to hold that office;
  - (v) "Corporation" means the corporation whose name is set out at the top of this page;
  - (vi) "Director" means a member of the Board;
  - (vii) "Meeting of the shareholders" means an annual meeting of shareholders or a special meeting of shareholders, or both, and includes a meeting of any class or series of any class of shareholders;
  - (viii) "Officer" means an officer of the Corporation;
- (b) terms that are defined in the Act are used in this By-law with the same meaning;  
and

- (c) words importing the singular number shall include the plural number and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

## **2. DIRECTORS AND OFFICERS**

- 2.1 Number of Directors.** The minimum and maximum number of Directors of the Corporation shall be such as are from time to time set forth in the Articles. The number of Directors within such range shall be determined from time to time by special resolution or, subject to the provisions of the Act, by the Board if so empowered by special resolution.
- 2.2 Election and Term.** The Directors shall be elected at each annual meeting of shareholders to hold office until the next annual meeting or until their respective successors are elected or appointed. At any annual meeting every retiring Director shall, if qualified, be eligible for re-election.
- 2.3 Quorum.** A majority of the number of Directors from time to time shall constitute a quorum for the transaction of business at any meeting of the Board. If it is necessary to determine the number of Directors constituting a quorum at a time when one or more vacancies exist on the Board, such a determination shall be made as if such vacancies did not exist.
- 2.4 Calling of Meetings.** A meeting of the Board may be held at any time upon call by the Board, the Chairman of the Board, the President or any other Officer so empowered by the Board.
- 2.5 Place of Meetings.** Each meeting of the Board shall be held at such place within or outside Ontario as may be determined by the person calling the meeting.
- 2.6 Notice.** Subject as hereinafter provided, notice of every meeting of the Board shall be given to each Director at least 48 hours prior to the meeting. Notwithstanding the foregoing:
  - (a) no notice need be given of the first meeting of the Board subsequent to a meeting of shareholders at which Directors are elected if such Board meeting is held immediately following the meeting of shareholders; and
  - (b) the Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named.

A copy of any resolution by the Board fixing the time and place of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting. The accidental failure to give notice of a meeting of the Board to a Director or any error in such notice not affecting the substance thereof shall not invalidate any action taken at the meeting.

**2.7 Votes to Govern.** Every question at a meeting of the Board shall be decided by a majority of the votes cast on the question. In the event of an equality of votes on any question at a meeting of the Board, the Chairman of the Board shall not be entitled to a second or casting vote.

**2.8 Audit, Executive and Other Committees.** Subject to the provisions of the Act, the Board may appoint annually from among its members an Audit Committee and one or more other committees of Directors, including a committee designated as an Executive Committee, and delegate to such committee or committees any of the powers of the Board except those powers which, under the Act, a committee of Directors has no authority to exercise.

Unless otherwise determined by the Board, each committee appointed by the Board shall have the power to fix the quorum for its meetings at not less than a majority of its members, to elect its presiding officer and to fix its rules of procedure.

**2.9 Appointment of Officers.** The Board may from time to time appoint Officers, specify their duties and delegate to them such powers as the Board deems advisable and which are permitted by the Act to be so delegated. The Board may also from time to time appoint persons to serve the Corporation in such positions other than as Officers, with such titles and such powers and duties and for such terms of service, as the Board deems advisable. One person may hold or discharge the functions of more than one officer or other position.

**2.10 Remuneration and Expenses.** Each Director shall be remunerated for his services as a Director at such rate as the Board may from time to time determine. In addition each Director shall be paid such sums in respect of the out-of-pocket expenses incurred by him in attending meetings of the Board, meetings of any committee of the Board of which he is a member, or meetings of shareholders or otherwise incurred by him in connection with the performance of his duties as a Director, as the Board may from time to time determine. Nothing herein contained shall preclude any Director from receiving remuneration for serving the Corporation as an Officer or employee or in any other capacity.

**2.11 Indemnity.** Without limit to the right of the Corporation to indemnify any person to the full extent permitted by law, the Corporation shall indemnify a Director or Officer, a former Director or Officer, or a person who acts or acted at the Corporation's request as a



Director or Officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a Director or Officer, or Director or Officer of such body corporate, if

- (a) he acted honestly, and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

### **3. SHAREHOLDERS**

- 3.1 Annual and Special Meetings.** The Board shall call an annual meeting of shareholders not later than 15 months after the holding of the last preceding annual meeting and may at any time call a special meeting of shareholders.
- 3.2 Place of Meetings.** Each meeting of shareholders shall be held at such place within or outside Ontario as the Board determines.
- 3.3 Notice of Meetings.** Notice of each meeting of shareholders shall be sent not less than 10 days nor more than 50 days before the meeting to each shareholder entitled to vote at the meeting, to each Director, to the auditor of the Corporation and to any other persons who, although not entitled to vote at the meeting, are entitled or required under any provision of the Act, the Articles or any By-law of the Corporation to attend the meeting. The accidental failure to give notice of a meeting of shareholders to any person entitled to notice thereof or any error in such notice not affecting the substance thereof shall not invalidate any action taken at the meeting.
- 3.4 Persons Entitled to be Present.** The only persons entitled to attend a meeting of shareholders shall be those persons entitled to vote thereat, the Directors, Officers and auditor of the Corporation and any other persons who, although not entitled to vote at the meeting, are entitled or required under any provision of the Act, the Articles or any By-law of the Corporation to attend the meeting. Any other person may be admitted to the meeting only on the invitation of the chairman of the meeting or with the consent of the meeting.

**3.5 Quorum.** At any meeting of shareholders, the holders of a majority of the shares entitled to vote at a meeting of shareholders whether present in person or represented by proxy, shall constitute a quorum for the transaction of business.

**3.6 Voting.**

- (a) Voting at any meeting of shareholders shall be by a show of hands except where, either before or after a vote by show of hands, a ballot is required by the chairman of the meeting or is demanded by any person present and entitled to vote at the meeting. On a show of hands, each person present at the meeting and entitled to vote thereat shall, subject to the Act, have one vote. On a ballot, each person present at the meeting and entitled to vote thereat shall, subject to the Act and the Articles, have one vote for each share in respect of which such person is entitled to vote. A ballot so required or demanded shall be taken in such manner as the chairman of the meeting directs.
- (b) Unless otherwise required by the Act or the Articles, every question at a meeting of shareholders shall be decided by a majority of the votes cast on the question. In the event of an equality of votes on any question at a meeting of shareholders either upon a show of hands or upon a ballot, the chairman of the meeting shall not be entitled to a second or casting vote.
- (c) Subject to the Act and the Articles, where, after the date on which a list of shareholders entitled to receive notice of a meeting is prepared in accordance with the Act, a shareholder named in such list transfers any of his shares, the transferee of such shares shall be entitled to vote such shares at the meeting if, at any time before the meeting, the transferee
  - (i) produces properly endorsed share certificates, or
  - (ii) otherwise establishes that he owns such shares.

**3.7 Representatives.** Upon filing proof of his appointment reasonably sufficient to the chairman of a meeting of shareholders,

- (a) a person who holds shares as a personal representative,
- (b) an individual who has been duly authorized to represent at the meeting a shareholder which is a body corporate or an association, or
- (c) a proxyholder or alternate proxyholder of a personal representative, body corporate or association,

shall be entitled to vote at the meeting in respect of the shares in respect of which such person has been appointed.

**3.8 Joint Shareholders.** Where two or more persons are registered jointly as the holders of shares of the Corporation,

- (a) any notice, cheque or other document directed to such persons shall be sent to them at their address as recorded in the Corporation's share register or, if there be more than one address recorded for them in that register, at the first such address;
- (b) any one of such persons may give a receipt on behalf of them for a share certificate that is issued in respect of their shares, or for any dividend that is paid in respect of their shares, or for any warrant or other evidence of a right to subscribe for securities of the Corporation that is issued in respect of their shares, or for any evidence of the rights in respect of any conversion, exchange or other change in the share capital of the Corporation that is issued in respect of their shares; and
- (c) any one of such persons present in person or represented by proxy at a meeting of shareholders and entitled to vote thereat may in the absence of the other or others, vote their shares as if he were solely entitled thereto, but, if more than one of such persons is so present or represented, they shall vote as one the shares jointly held by them.

For the purposes of this section, several personal representatives of a shareholder in whose names shares of the Corporation are registered shall be deemed to hold such shares jointly.

**3.9 Presiding Officer.** The Chairman of the Board, or a Director designated by him, or failing such designation, a Director designated by the Board, shall preside at a meeting of shareholders. If neither the Chairman of the Board nor any Director is present within thirty minutes after the time appointed for the holding of a meeting of shareholders, the shareholders present shall choose a shareholder then present to be chairman of the meeting.

**3.10 Scrutineers.** At any meeting of shareholders, the chairman of the meeting may appoint one or more persons, who may but need not be shareholders, to serve as scrutineers at the meeting.

**3.11 Dividends.** A dividend payable to any shareholder



- (a) in cash may be paid by cheque payable to the order of the shareholder, or
- (b) in shares may be paid by a share certificate in the name of the shareholder,

and shall be mailed to such shareholder by prepaid ordinary or air mail in a sealed envelope addressed (unless he has directed otherwise) to him at his address as shown in the Corporation's share register. The mailing of such cheque or share certificate, as the case may be, unless in the case of a cheque it is not paid on due presentation, shall discharge the Corporation's liability for the dividend to the extent of the sum or number of shares represented thereby plus the amount of any tax which the Corporation has properly withheld. In the event of the non-receipt of any such dividend cheque or share certificate, the Corporation shall issue to the shareholder a replacement cheque or share certificate, as the case may be, for the same amount or number of shares on such reasonable terms as to indemnity and evidence of non-receipt as the Board, or any Officer or agent designated by the Board, may require.

#### **4. EXECUTION OF DOCUMENTS**

**4.1** The Board may from time to time determine the Officers or other persons by whom certificates, contracts or other documents of the Corporation shall be executed and the manner of execution thereof, including the use of printed or facsimile reproductions of any or all signatures and the use of a corporate seal or a printed or facsimile reproduction thereof.

#### **5. BORROWING**

**5.1** The Board may from time to time, in such amounts and on such terms as it deems expedient, without authorization of the shareholders:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, reissue, sell or pledge debt obligations of the Corporation;
- (c) except as limited by law, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and,
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

The foregoing resolution making By-law No. 1 of the Corporation is passed by all of the Directors of the Corporation pursuant to the Business Corporations Act (Ontario).

DATED as of the 21 day of March 2023



\_\_\_\_\_  
EVGENI LEVIN

Director



\_\_\_\_\_  
ASYA LEVIN

Director

The foregoing resolution making By-law No. 1 of the Corporation is confirmed without variation by all of the shareholders of the Corporation pursuant to the *Business Corporations Act* (Ontario).

DATED as of the 21 day of March 2023



\_\_\_\_\_  
EVGENI LEVIN

Director



\_\_\_\_\_  
ASYA LEVIN

Director

**1000480927 ONTARIO CORPORATION**  
(the "Corporation")

The undersigned, being the Directors and Shareholders of the "Corporation", by their signature hereby consents, pursuant to the provisions of the Business Corporations Act, to the following resolution:

Election of Directors

WHEREAS the number of Directors of the "Corporation" has been determined to be **2 (TWO)**;

AND WHEREAS **EVGENI LEVIN and ASYA LEVIN** had tendered their appointments as the 2 (two) Directors and Shareholders of the "Corporation";

NOW THEREFORE BE IT RESOLVED THAT:

**EVGENI LEVIN and ASYA LEVIN** to be to be appointed and they hereby elected as the 2 (two) Directors of the "Corporation" to hold offices until their successors are duly elected or appointed.

The undersigned hereby:

- (a) consents to act as the Directors of the Corporation;
- (b) acknowledges and declares that the undersigned are:
  - i) at least 18 years of age; and
  - ii) 50% of them are Canadian citizens ordinarily resident in Canada;
- (c) undertakes to advise the "Corporation" in writing forthwith of any change in the undersigned's citizenship or residence status; and
- (d) consents to the holding of any meeting of the Directors or of a committee of Directors of the "Corporation" by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. This consent shall continue in effect from year to year so long as the undersigned is re-elected to the board of Directors, provided that in the event that the undersigned revokes the same or resigns from the board of directors, this consent shall cease to have effect from the date of receipt in writing by the "Corporation" of such revocation or resignation, as the case may be, or, if later, the effective date of such revocation or resignation.

DATED as of the 21 day of March, 20 **23**



\_\_\_\_\_  
**EVGENI LEVIN**



\_\_\_\_\_  
**ASYA LEVIN**



## BY-LAW NO. 2


A by-law respecting the borrowing money  
the issuing of securities and the securing of liabilities by


**1000480927 ONTARIO CORPORATION**  
(the "Corporation")

**BE IT INACTED** as a by-law of the "Corporation" as follows:

1. Borrowing Powers – Without limiting the borrowing powers of the "Corporation" as set forth in the *Business Corporation Act (Ontario Act)* the board may, subject to the articles and any unanimous shareholder agreement, from time to time, on behalf of the "Corporation", without the authorization of the shareholders:
  - a) Borrow money on the credit of the "Corporation";
  - b) Issue, re-issue, sell or pledge debt obligations of the "Corporation, whether secured or unsecured.
  - c) Subject to the Act, give a guarantee on behalf of the "Corporation" to secure performance of an obligation of any person;
  - d) Mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the "Corporation, owed or subsequently acquired, to secure any obligation on the "Corporation".
2. Delegation of Powers - Subject to the Act, the articles, the by-laws and any unanimous shareholder agreement, the board may, from time to time, delegate any or all of the powers hereinbefore specified, to Director, a committee of Directors or any other officers of the "Corporation".

**ENACTED** by the board this 21 day of March 2023

  
\_\_\_\_\_  
Director **EVGENI LEVIN**

  
\_\_\_\_\_  
Director **ASYA LEVIN**

The foregoing by-law is hereby enacted by the sole Director of the "Corporation" as evidenced by the signature hereto of the sole Director of the "Corporation" in accordance with the provision of section 129(1) of the *Business Corporation Act (Ontario Act)*.


**DATED:** the 21<sup>ST</sup> day of **March 2023**.

  
\_\_\_\_\_  
Director **EVGENI LEVIN**

  
\_\_\_\_\_  
Director **ASYA LEVIN**

In lieu of confirmation at a general meeting of the Shareholders, the foregoing by-law is hereby confirmed by the sole Shareholder of the "Corporation" entitled to vote at a meeting of Shareholders in accordance with the provisions of section 104 (1) of the *Business Corporation Act (Ontario Act)*, this : 26<sup>th</sup> day of March, 2021.

**DATED:** the 21<sup>ST</sup> day of **March 2023**.

  
\_\_\_\_\_  
Director **EVGENI LEVIN**

  
\_\_\_\_\_  
Director **ASYA LEVIN**