

Court File No. CV-25-00089291-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C.43, AS AMENDED

**APPLICATION RECORD  
VOLUME TWO**

March 11, 2025

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

**TO: THE SERVICE LIST**

**THE SERVICE LIST  
(as at March 6, 2025)**

<p><b>GOWLING WLG (CANADA) LLP</b> One Main Street West Hamilton, ON L8P 4Z5</p> <p><b>Bart Sarsh (LSO No. 59208N)</b> Tel: 905-540-3242 Email: <a href="mailto:bart.sarsh@gowlingwlq.com">bart.sarsh@gowlingwlq.com</a></p> <p><b>Caroline Mowat (LSO No. 70393W)</b> Tel: 905-540-3248 Email: <a href="mailto:caroline.mowat@gowlingwlq.com">caroline.mowat@gowlingwlq.com</a></p> <p>Lawyers for the Applicant</p>	<p><b>12905060 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>1000373090 ONTARIO INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14611799 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>14833074 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>14825641 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>12631521 CANADA INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>	<p><b>1000593693 ONTARIO INC.</b> 1 Hunter Street East, Unit 100G Hamilton, ON L8N 3W1</p> <p>Respondent</p>
<p><b>NELS MOXNESS</b> 2025 Maria Street, APT 807 Burlington, ON L7R 0E9</p> <p>Email: <a href="mailto:nels.moxness@gmail.com">nels.moxness@gmail.com</a></p> <p>Respondent / Guarantor</p>	<p><b>BDO CANADA LIMITED</b> 25 Main Street West, Suite 805 Hamilton, ON L8P 1H1</p> <p><b>Christopher Mazur, CIRP, LIT</b> Tel: 905-524-1008 Email: <a href="mailto:cmazur@bdo.ca">cmazur@bdo.ca</a></p> <p>Proposed Receiver</p>

<p><b>SPETTER ZEITZ KLAIMAN</b> 100 Sheppard Avenue East, Suite 850 Toronto, ON M2N 6N5</p> <p><b>Jason Spetter (LSO No. 46105S)</b> Tel: 416-789-0655 Email: <a href="mailto:jspetter@szklaw.ca">jspetter@szklaw.ca</a></p> <p>Lawyers for the Proposed Receiver</p>	
<b>GOVERNMENT</b>	
<p><b>CORPORATION OF THE CITY OF SAULT STE. MARIE</b> 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Tel: 705-759-2500 Email: <a href="mailto:info@cityssm.on.ca">info@cityssm.on.ca</a></p>	<p><b>CITY OF GREATER SUDBURY</b> PO BOX 5000, Station 'A', 200 Brady Street Sudbury, ON P3A 5P3</p> <p>Tel: 705-671-2489 Email: <a href="mailto:311@greatersudbury.ca">311@greatersudbury.ca</a></p>
<p><b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Email: <a href="mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca">agc-pgc.toronto-tax-fiscal@justice.gc.ca</a></p>	<p><b>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA</b> 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7</p> <p>Email: <a href="mailto:osbservice-bsfservice@ised-isde.gc.ca">osbservice-bsfservice@ised-isde.gc.ca</a></p>
<p><b>ONTARIO MINISTRY OF FINANCE (INSOLVENCY UNIT)</b> Legal Services Branch 33 King Street West, 6<sup>th</sup> Floor Oshawa, ON L1H 8H5</p> <p>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>	

**EMAIL SERVICE LIST**

[bart.sarsh@gowlingwlq.com](mailto:bart.sarsh@gowlingwlq.com); [caroline.mowat@gowlingwlq.com](mailto:caroline.mowat@gowlingwlq.com); [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com); [cmazur@bdo.ca](mailto:cmazur@bdo.ca); [jspetter@szklaw.ca](mailto:jspetter@szklaw.ca); [info@cityssm.on.ca](mailto:info@cityssm.on.ca); [311@greatersudbury.ca](mailto:311@greatersudbury.ca); [agc-pgc.toronto-tax-fiscal@justice.gc.ca](mailto:agc-pgc.toronto-tax-fiscal@justice.gc.ca); [osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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# TAB B

**ONTARIO  
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**AFFIDAVIT OF JULIE CHENARD  
(affirmed March 6, 2025)**

I, Julie Chenard, of the Town of Magog, in the Province of Quebec, AFFIRM:

1. I am a *Directrice de comptes, Redressement/Recouvrement* (Account Director, Recovery) in the *Prêts spéciaux* (Special Loans) group at *Mouvement Desjardins* (the Desjardins Group) and I am representing Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**” or the “**Lender**”), the Applicant in this proceeding. I have personal knowledge of the matters contained in this affidavit, except where I refer to matters based on information and belief, in which case I state the source of that information or belief, and believe it to be true.

2. I make this affidavit in support of the Caisse's application for an order (the "**Appointment Order**"), among other things, appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacity, the "**Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "**CJA**") without security, over all of the property, assets and undertaking of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**"), and 1000593693 Ontario Inc. ("**10005**") (129, 10003, 146, 1483, 1482, 126 and 10005 shall collectively be referred to as the "**Debtors**") acquired for, or used in relation to, the Debtors' businesses, including all proceeds from the Debtors' businesses (the "**Property**").

#### I. THE PARTIES

3. The Caisse is a credit union established under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11.
4. 129, 146, 1483, 1482 and 126 are companies that hold residential properties and rent them out (the "**Business**"). 129, 146, 1483, 1482 and 126 were incorporated pursuant to the laws of Canada, with a registered office in Hamilton, Ontario.
5. Attached as [Exhibit "1"](#) is a true copy of the Corporate Profile of 129, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 129 as of February 13, 2025. As the dissolution

of the corporation follows when annual information and returns are not completed, this is an event of default under the applicable loan agreement, identified below.

6. Attached as [Exhibit "2"](#) is a true copy of the Corporate Profile of 146, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 146 as of February 13, 2025.
7. Attached as [Exhibit "3"](#) is a true copy of the Corporate Profile of 1483, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 1483 as of February 13, 2025.
8. Attached as [Exhibit "4"](#) is a true copy of the Corporate Profile of 1482, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 1482 as of February 13, 2025.
9. Attached as [Exhibit "5"](#) is a true copy of the Corporate Profile of 126, obtained from Corporations Canada with a file currency date of February 16, 2025, as well as the Federal Corporation Information for 126 as of February 13, 2025.
10. 10003 and 10005 are companies that hold residential properties and rent them out (the "**Business**"). 10003 and 10005 were incorporated pursuant to the laws of Ontario, with a registered office in Hamilton, Ontario.
11. Attached as [Exhibit "6"](#) is a true copy of the Corporate Profile of 10003, obtained from the Provincial ministry with a file currency date of February 18, 2025.

12. Attached as [Exhibit "7"](#) is a true copy of the Corporate Profile of 10005, obtained from the Provincial ministry with a file currency date of January 16, 2025.
13. Nels Moxness ("**Mr. Moxness**") is the principal of 129, 10003, 146, 1483, 1482, 126 and 10005 and is an officer and director of 129, 10003, 146, 1483, 1482, 126 and 10005. Mr. Moxness provided a limited guarantee of certain credit facilities, described below (the "**Guarantor**" or "**Covenantor**"), issued by the Caisse to 129, 10003, 146, 1483, 1482, 126 and 10005.
14. Mr. Moxness is named in this Application to facilitate cooperation with the Receiver, once appointed.

**II. 129 LOAN NO. 725510-PR-1 re 1674 Wellington Street East, Sault Ste Marie**

15. The Caisse (as lender), 129 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on June 28, 2023 (the "**1674 Wellington Loan Agreement**"). Attached as [Exhibit "8"](#) is a true copy of the 1674 Wellington Loan Agreement.
16. Pursuant to the 1674 Wellington Loan Agreement, the Caisse advanced a loan in the total principal amount of \$600,000.00, for a term of two (2) years, from the date of disbursement together with interest at 5.720% per annum calculated monthly and not in advance. The loan was disbursed on July 7, 2022.

## Security

17. The Caisse holds security against 129. Among others, the Caisse has entered into the following security agreements with 129:
  - (a) a Charge/Mortgage registered on July 7, 2022 as Instrument No. AL251078 over lands legally described as LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario (the "**1674 Wellington Collateral Mortgage**"). Attached as [Exhibit "9"](#) is a true copy of the 1674 Wellington Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 1674 Wellington Street East, Sault Ste. Marie dated July 6, 2022 (the "**1674 Wellington Assignment of Rents**"). Attached as [Exhibit "10"](#) is a true copy of the 1674 Wellington Assignment of Rents. The 1674 Wellington Assignment of Rents was registered as Instrument No. AL251079 on July 7, 2022. Attached as [Exhibit "11"](#) is a true copy of the Notice of Assignment of Rents.
18. Attached as [Exhibit "12"](#) is a true copy of the Parcel Register 1674 Wellington Street East, Sault Ste. Marie with a currency date of January 14, 2025.
19. The personal property security of the Caisse was perfected on July 6, 2022 by registration against 129 as related to the applicable personal property of 129 in the provincial registry maintained under the *Personal Property Security Act (Ontario)*, R.S.O. 1990, c P.10 (the "**Ontario PPSA**") under File No. 784655361 and

Registration No. 20220706 1217 5064 2855 (with respect to the 1674 Wellington Assignment of Rents). Attached as [Exhibit "13"](#) is a true copy of the Ontario PPSA search against 129, with a file currency date of February 17, 2025.

**III. 10003 LOAN NO. 725591-PR-1 re 407 Dupont Street, Sudbury**

20. The Caisse (as lender), 10003 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 6, 2023 (the "**407 Dupont Loan Agreement**"). Attached as [Exhibit "14"](#) is a true copy of the 407 Dupont Loan Agreement.
21. Pursuant to the 407 Dupont Loan Agreement, the Caisse advanced a loan in the total principal amount of \$530,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.210% per annum calculated monthly and not in advance. The loan was disbursed on February 23, 2023.

**Security**

22. The Caisse holds security against 10003. Among others, the Caisse has entered into the following security agreements with 10003:
  - (a) a Charge/Mortgage registered on February 23, 2023 as Instrument No. SD471300 over lands legally described as PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally known as 407 Dupont Street, Sudbury, Ontario (the "**407 Dupont Collateral Mortgage**"). Attached as [Exhibit "15"](#) is a true copy of the 407 Dupont Collateral Mortgage;

(b) an Assignment of Rents in respect of 407 Dupont Street, Sudbury dated February 6, 2023 (the “**407 Dupont Assignment of Rents**”). Attached as [Exhibit “16”](#) is a true copy of the 407 Dupont Assignment of Rents. The 407 Dupont Assignment of Rents was registered as Instrument No. SD471301 on February 23, 2023. Attached as [Exhibit “17”](#) is a true copy of the Notice of Assignment of Rents.

23. Attached as [Exhibit “18”](#) is a true copy of the Parcel Register 407 Dupont Street, Sudbury with a currency date of February 5, 2025.

**IV. 146 LOAN NO. 725595-PR-1 re 221 Nolin Street, Sudbury**

24. The Caisse (as lender), 146 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on February 22, 2023 (the “**221 Nolin Loan Agreement**”). Attached as [Exhibit “19”](#) is a true copy of the 221 Nolin Loan Agreement.

25. Pursuant to the 221 Nolin Loan Agreement, the Caisse advanced a loan in the total principal amount of \$581,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.900% per annum calculated monthly and not in advance. The loan was disbursed on March 2, 2023.

## Security

26. The Caisse holds security against 146. Among others, the Caisse has entered into the following security agreements with 146:
- (a) a Charge/Mortgage registered on March 2, 2023 as Instrument No. SD471762 over lands legally described as LOT 9, PLAN 45SB CITY OF SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario (the “**221 Nolin Collateral Mortgage**”). Attached as [Exhibit “20”](#) is a true copy of the 221 Nolin Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 221 Nolin Street, Sudbury, Ontario was signed February 16, 2023 (the “**221 Nolin Assignment of Rents**”). Attached as [Exhibit “21”](#) is a true copy of the Notice of Assignment of Rents registered as Instrument No. SD471763 on March 2, 2023 which attaches the 221 Nolin Assignment of Rents.
27. Attached as [Exhibit “22”](#) is a true copy of the Parcel Register 221 Nolin Street, Sudbury with a currency date of January 9, 2025.

## V. 1483 LOAN NO. 725625-PR-1 re 275 Bloor Street, Sudbury

28. The Caisse (as lender), 1483 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 6, 2023 (the “**275 Bloor Loan**”).

**Agreement**”). Attached as [Exhibit “23”](#) is a true copy of the 275 Bloor Loan Agreement.

29. Pursuant to the 275 Bloor Loan Agreement, the Caisse advanced a loan in the total principal amount of \$560,000.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 20, 2023.

### **Security**

30. The Caisse holds security against 1483. Among others, the Caisse has entered into the following security agreements with 1483:

- (a) a Charge/Mortgage registered on April 20, 2023 as Instrument No. SD474110 over lands legally described as LOT 22, PLAN 1SC CITY OF SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario (the “**275 Bloor Collateral Mortgage**”). Attached as [Exhibit “24”](#) is a true copy of the 275 Bloor Collateral Mortgage;
- (b) an Assignment of Rents in respect of 275 Bloor Street, Sudbury dated April 18, 2023 (the “**275 Bloor Assignment of Rents**”). Attached as [Exhibit “25”](#) is a true copy of the 275 Bloor Assignment of Rents. The 275 Bloor Assignment of Rents was registered as Instrument No. SD474111 on April

20, 2023. Attached as [Exhibit “26”](#) is a true copy of the Notice of Assignment of Rents.

31. Attached as [Exhibit “27”](#) is a true copy of the Parcel Register 275 Bloor Street, Sudbury with a currency date of January 9, 2025.

**VI. 1482 LOAN NO. 725624-PR-1 re 55 Pelham Road, St. Catharines**

32. The Caisse (as lender), 1482 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on April 5, 2023 (the “**55 Pelham Loan Agreement**”). Attached as [Exhibit “28”](#) is a true copy of the 55 Pelham Loan Agreement.
33. Pursuant to the 55 Pelham Loan Agreement, the Caisse advanced a loan in the total principal amount of \$806,250.00, for a term of three (3) years, from the date of disbursement together with interest at 5.810% per annum calculated monthly and not in advance. The loan was disbursed on April 21, 2023.

**Security**

34. The Caisse holds security against 1482. Among others, the Caisse has entered into the following security agreements with 1482:
  - (a) a Charge/Mortgage registered on April 21, 2023 as Instrument No. NR640079 over lands legally described as LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55 Pelham Road, St. Catharines, Ontario (the “**55 Pelham Collateral**”

**Mortgage**”). Attached as [Exhibit “29”](#) is a true copy of the 55 Pelham Collateral Mortgage;

- (b) an Assignment of Rents in respect of 55 Pelham Road, St. Catharines was signed April 19, 2023 (the “**55 Pelham Assignment of Rents**”). Attached as [Exhibit “30”](#) is a true copy of the 55 Pelham Assignment of Rents. The 55 Pelham Assignment of Rents was registered as Instrument No. NR640080 on April 21, 2023. Attached as [Exhibit “31”](#) is a true copy of the Notice of Assignment of Rents.

- 35. Attached as [Exhibit “32”](#) is a true copy of the Parcel Register 55 Pelham Road, St. Catharines with a currency date of January 14, 2025.

**VII. 126 LOAN NO. 725626 re Six Properties in Sault Ste. Marie**

- 36. The Caisse (as lender) offered financing to 126 (as borrower), and Mr. Moxness (as guarantor) by a letter dated April 27, 2023 accepted by Mr. Moxness on May 2, 2023 (the “**126 Loan Agreement**”). Attached as [Exhibit “33”](#) is a true copy of the 126 Loan Agreement.

- 37. Pursuant to the 126 Loan Agreement, the Caisse advanced the following:

- (a) for the purposes of a loan for 160 Albert Street East, Sault Ste. Marie in the principal amount of \$150,779.00 (the “**160 Albert Loan**”);
- (b) for the purposes of a loan for 153 Church Street, Sault Ste. Marie in the principal amount of \$202,303.00 (the “**153 Church Loan**”);

- (c) for the purposes of a loan for 802 Bonney Street, Sault Ste. Marie in the principal amount of \$156,969.00 (the “**802 Bonney Loan**”);
- (d) for the purposes of a loan for 678 Albert Street West, Sault Ste. Marie in the principal amount of \$154,994.00 (the “**678 Albert Loan**”);
- (e) for the purposes of a loan for 461 John Street, Sault Ste. Marie in the principal amount of \$188,971.00 (the “**461 John Loan**”); and
- (f) for the purposes of a loan for 21 Cathcart Street, Sault Ste. Marie in the principal amount of \$180,136.00 (the “**21 Cathcart Loan**”)

(collectively referred to as the “**725626 Loans**”). Each of these loans was for a term of three (3) years, from the date of disbursement together with interest at 5.830% per annum calculated monthly and not in advance. The loans were disbursed on May 4, 2023.

### **Security**

- 38. The Caisse holds security against 126. Among others, the Caisse has entered into the following security agreements with 126:
  - (a) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264332 over lands legally described as LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario (the “**160 Albert Collateral**”)

**Mortgage**). Attached as [Exhibit "34"](#) is a true copy of the 160 Albert Collateral Mortgage;

- (b) an Assignment of Rents in respect of 160 Albert Street East, Sault Ste. Marie dated May 2, 2023 (the "**160 Albert Assignment of Rents**"). Attached as [Exhibit "35"](#) is a true copy of the 160 Albert Assignment of Rents. The 160 Albert Assignment of Rents was registered as Instrument No. AL264333 on May 4, 2023. Attached as [Exhibit "36"](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264341 over lands legally described as LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario (the "**153 Church Collateral Mortgage**"). Attached as [Exhibit "37"](#) is a true copy of the 153 Church Collateral Mortgage;
- (d) an Assignment of Rents in respect of 153 Church Street, Sault Ste. Marie dated May 2, 2023 (the "**153 Church Assignment of Rents**"). Attached as [Exhibit "38"](#) is a true copy of the 153 Church Assignment of Rents. The 153 Church Assignment of Rents was registered as Instrument No. AL264342 on May 4, 2023. Attached as [Exhibit "39"](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on May 8, 2023 as Instrument No. AL264467 over lands legally described as LT 45 PL 1598 KORAH; PT LANE PL 1598

KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario (the “**802 Bonney Collateral Mortgage**”). Attached as [Exhibit “40”](#) is a true copy of the 802 Bonney Collateral Mortgage;

- (f) an Assignment of Rents in respect of 802 Bonney Street, Sault Ste. Marie dated May 2, 2023 (the “**802 Bonney Assignment of Rents**”). Attached as [Exhibit “41”](#) is a true copy of the 802 Bonney Assignment of Rents. The 802 Bonney Assignment of Rents was registered as Instrument No. AL264468 on May 8, 2023. Attached as [Exhibit “42”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264334 over lands legally described as PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario (the “**678 Albert Collateral Mortgage**”). Attached as [Exhibit “43”](#) is a true copy of the 678 Albert Collateral Mortgage;
- (h) an Assignment of Rents in respect of 678 Albert Street West, Sault Ste. Marie dated May 2, 2023 (the “**678 Albert Assignment of Rents**”). Attached as [Exhibit “44”](#) is a true copy of the 678 Albert Assignment of Rents. The 678 Albert Assignment of Rents was registered as Instrument

No. AL264335 on May 4, 2023. Attached as [Exhibit “45”](#) is a true copy of the Notice of Assignment of Rents;

- (i) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264336 over lands legally described as LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario (the “**461 John Collateral Mortgage**”). Attached as [Exhibit “46”](#) is a true copy of the 461 John Collateral Mortgage;
- (j) an Assignment of Rents in respect of 461 John Street, Sault Ste. Marie dated May 2, 2023 (the “**461 John Assignment of Rents**”). Attached as [Exhibit “47”](#) is a true copy of the 461 John Assignment of Rents. The 461 John Assignment of Rents was registered as Instrument No. AL264337 on May 4, 2023. Attached as [Exhibit “48”](#) is a true copy of the Notice of Assignment of Rents;
- (k) a Charge/Mortgage registered on May 4, 2023 as Instrument No. AL264338 over lands legally described as LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario (the “**21 Cathcart Collateral Mortgage**”). Attached as [Exhibit “49”](#) is a true copy of the 21 Cathcart Collateral Mortgage;

(l) an Assignment of Rents in respect of 21 Cathcart Street, Sault Ste. Marie dated May 2, 2023 (the “**21 Cathcart Assignment of Rents**”). Attached as [Exhibit “50”](#) is a true copy of the 21 Cathcart Assignment of Rents. The 21 Cathcart Assignment of Rents was registered as Instrument No. AL264339 on May 4, 2023. Attached as [Exhibit “51”](#) is a true copy of the Notice of Assignment of Rents.

39. Attached collectively as [Exhibit “52”](#) are true copies of the Parcel Registers for 160 Albert Street East, Sault Ste. Marie; 153 Church Street, Sault Ste. Marie; 802 Bonney Street, Sault Ste. Marie; 678 Albert Street West, Sault Ste. Marie; 461 John Street, Sault Ste. Marie; and 21 Cathcart Street, Sault Ste. Marie with currency dates of January 14, 2025.

**VIII. 10005 LOAN NO. 725721-PR-1 re Five Properties in Sault Ste. Marie**

40. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-1 Loan Agreement**”). Attached as [Exhibit “53”](#) is a true copy of the 725721-PR-1 Loan Agreement.

41. Pursuant to the 725721-PR-1 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$870,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

## Security

42. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
- (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270313 over lands legally described as LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario (the "**16 Abbott Collateral Mortgage**"). Attached as [Exhibit "54"](#) is a true copy of the 16 Abbott Collateral Mortgage;
  - (b) an Assignment of Rents in respect of 16 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the "**16 Abbott Assignment of Rents**"). Attached as [Exhibit "55"](#) is a true copy of the 16 Abbott Assignment of Rents. The 16 Abbott Assignment of Rents was registered as Instrument No. AL270314 on September 26, 2023. Attached as [Exhibit "56"](#) is a true copy of the Notice of Assignment of Rents;
  - (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270442 over lands legally described as LT 143 PL 9110 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario (the "**24 Stevens Collateral Mortgage**"). Attached as [Exhibit "57"](#) is a true copy of the 24 Stevens Collateral Mortgage;

- (d) an Assignment of Rents in respect of 24 Stevens Street, Sault Ste. Marie dated September 22, 2023 (the “**24 Stevens Assignment of Rents**”). Attached as [Exhibit “58”](#) is a true copy of the 24 Stevens Assignment of Rents. The 24 Stevens Assignment of Rents was registered as Instrument No. AL270443 on September 28, 2023. Attached as [Exhibit “59”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270328 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY’S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario (the “**35 Albert Collateral Mortgage**”). Attached as [Exhibit “60”](#) is a true copy of the 35 Albert Collateral Mortgage;
- (f) an Assignment of Rents in respect of 35 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**35 Albert Assignment of Rents**”). Attached as [Exhibit “61”](#) is a true copy of the 35 Albert Assignment of Rents. The 35 Albert Assignment of Rents was registered as Instrument No. AL270329 on September 26, 2023. Attached as [Exhibit “62”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270331 over lands legally described as PT LT 3 BLK 15 PL 285 ST. MARY’S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie,

Ontario (the “**37 Algoma Collateral Mortgage**”). Attached as [Exhibit “63”](#) is a true copy of the 37 Algoma Collateral Mortgage;

- (h) an Assignment of Rents in respect of 37 Algoma Avenue, Sault Ste. Marie dated September 22, 2023 (the “**37 Algoma Assignment of Rents**”). Attached as [Exhibit “64”](#) is a true copy of the 37 Algoma Assignment of Rents. The 37 Algoma Assignment of Rents was registered as Instrument No. AL270332 on September 26, 2023. Attached as [Exhibit “65”](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270310 over lands legally described as LT 9 PL 1002 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario (the “**14 Abbott Collateral Mortgage**”). Attached as [Exhibit “66”](#) is a true copy of the 14 Abbott Collateral Mortgage;
- (j) an Assignment of Rents in respect of 14 Abbott Street, Sault Ste. Marie dated September 22, 2023 (the “**14 Abbott Assignment of Rents**”). Attached as [Exhibit “67”](#) is a true copy of the 14 Abbott Assignment of Rents. The 14 Abbott Assignment of Rents was registered as Instrument No. AL270311 on September 26, 2023. Attached as [Exhibit “68”](#) is a true copy of the Notice of Assignment of Rents;

43. Attached collectively as [Exhibit “69”](#) are true copies of the Parcel Registers for 16 Abbott Street, Sault Ste. Marie; 24 Stevens Street, Sault Ste. Marie; 35 Albert

Street East, Sault Ste. Marie; 37 Algoma Avenue, Sault Ste. Marie; and 14 Abbott Street, Sault Ste. Marie with currency dates of January 14, 2025.

**IX. 10005 LOAN NO. 725721-PR-2 re Five Properties in Sault Ste. Marie**

44. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-2 Loan Agreement**”). Attached as [Exhibit “70”](#) is a true copy of the 725721-PR-2 Loan Agreement
45. Pursuant to the 725721-PR-2 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,230,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 26, 2023.

**Security**

46. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270362 over lands legally described as LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario (the “**138 Turner Collateral Mortgage**”). Attached as [Exhibit “71”](#) is a true copy of the 138 Turner Collateral Mortgage;

- (b) an Assignment of Rents in respect of 138 Turner Avenue, Sault Ste. Marie dated September 22, 2023 (the “**138 Turner Assignment of Rents**”). Attached as [Exhibit “72”](#) is a true copy of the 138 Turner Assignment of Rents. The 138 Turner Assignment of Rents was registered as Instrument No. AL270363 on September 26, 2023. Attached as [Exhibit “73”](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270445 over lands legally described as LT 6 PL 17553 ST. MARY’S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario (the “**145 Albert Collateral Mortgage**”). Attached as [Exhibit “74”](#) is a true copy of the 145 Albert Collateral Mortgage;
- (d) an Assignment of Rents in respect of 145 Albert Street West, Sault Ste. Marie dated September 22, 2023 (the “**145 Albert Assignment of Rents**”). Attached as [Exhibit “75”](#) is a true copy of the 145 Albert Assignment of Rents. The 145 Albert Assignment of Rents was registered as Instrument No. AL270446 on September 28, 2023. Attached as [Exhibit “76”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270334 over lands legally described as PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY’S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert

Street East, Sault Ste. Marie, Ontario (the “**37 Albert Collateral Mortgage**”). Attached as [Exhibit “77”](#) is a true copy of the 37 Albert Collateral Mortgage;

- (f) an Assignment of Rents in respect of 37 Albert Street East, Sault Ste. Marie dated September 22, 2023 (the “**37 Albert Assignment of Rents**”). Attached as [Exhibit “78”](#) is a true copy of the 37 Albert Assignment of Rents. The 37 Albert Assignment of Rents was registered as Instrument No. AL270335 on September 26, 2023. Attached as [Exhibit “79”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270340 over lands legally described as LT 3 PL 3735 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario (the “**104 Albert Collateral Mortgage**”). Attached as [Exhibit “80”](#) is a true copy of the 104 Albert Collateral Mortgage;
- (h) an Assignment of Rents in respect of 104 Albert Street East, Sault Ste. Marie signed September 20, 2023 (the “**104 Albert Assignment of Rents**”). Attached as [Exhibit “81”](#) is a true copy of the 104 Albert Assignment of Rents. The 104 Albert Assignment of Rents was registered as Instrument No. AL270341 on September 26, 2023. Attached as [Exhibit “82”](#) is a true copy of the Notice of Assignment of Rents;

(i) a Charge/Mortgage registered on September 26, 2023 as Instrument No. AL270359 over lands legally described as PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario (the "**115 Pim Collateral Mortgage**"). Attached as [Exhibit "83"](#) is a true copy of the 115 Pim Collateral Mortgage;

(j) an Assignment of Rents in respect of 115 Pim Street, Sault Ste. Marie signed September 20, 2023 (the "**115 Pim Assignment of Rents**"). Attached as [Exhibit "84"](#) is a true copy of the 115 Pim Assignment of Rents. The 115 Pim Assignment of Rents was registered as Instrument No. AL270360 on September 26, 2023. Attached as [Exhibit "85"](#) is a true copy of the Notice of Assignment of Rents.

47. Attached collectively as [Exhibit "86"](#) are true copies of the Parcel Registers for 138 Turner Avenue, Sault Ste. Marie; 145 Albert Street, Sault Ste. Marie; 37 Albert Street East, Sault Ste. Marie; 104 Albert Street East, Sault Ste. Marie; and 115 Pim Street, Sault Ste. Marie with currency dates of January 14, 2025.

**X. 10005 LOAN NO. 725721-PR-3 re Six Properties in Sault Ste. Marie**

48. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the "**725721-PR-3 Loan Agreement**"). Attached as [Exhibit "87"](#) is a true copy of the 725721-PR-3 Loan Agreement

49. Pursuant to the 725721-PR-3 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$1,431,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on September 28, 2023.

### **Security**

50. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:

- (a) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270502 over lands legally described as LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario (the “**317 Moody Collateral Mortgage**”). Attached as [Exhibit “88”](#) is a true copy of the 317 Moody Collateral Mortgage;
- (b) an Assignment of Rents in respect of 317 Moody Street, Sault Ste. Marie dated September 26, 2023 (the “**317 Moody Assignment of Rents**”). Attached as [Exhibit “89”](#) is a true copy of the 317 Moody Assignment of Rents. The 317 Moody Assignment of Rents was registered as Instrument No. AL270503 on September 28, 2023. Attached as [Exhibit “90”](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270507 over lands legally described as PT LT 16-17 PL 153 ST MARY’S

AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario (the “**330 Albert Collateral Mortgage**”). Attached as [Exhibit “91”](#) is a true copy of the 330 Albert Collateral Mortgage;

(d) an Assignment of Rents in respect of 330 Albert Street East, Sault Ste. Marie dated September 26, 2023 (the “**330 Albert Assignment of Rents**”). Attached as [Exhibit “92”](#) is a true copy of the 330 Albert Assignment of Rents. The 330 Albert Assignment of Rents was registered as Instrument No. AL270508 on September 28, 2023. Attached as [Exhibit “93”](#) is a true copy of the Notice of Assignment of Rents;

(e) a Charge/Mortgage registered on September 29, 2023 as Instrument No. AL270561 over lands legally described as PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario (the “**344 First Collateral Mortgage**”). Attached as [Exhibit “94”](#) is a true copy of the 344 First Collateral Mortgage;

(f) an Assignment of Rents in respect of 344 First Avenue, Sault Ste. Marie dated September 22, 2023 (the “**344 First Assignment of Rents**”). Attached as [Exhibit “95”](#) is a true copy of the 344 First Assignment of

Rents. The 344 First Assignment of Rents was registered as Instrument No. AL270562 on September 29, 2023. Attached as [Exhibit "96"](#) is a true copy of the Notice of Assignment of Rents;

- (g) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270496 over lands legally described as LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 139 Church Street, Sault Ste. Marie, Ontario (the "**139 Church Collateral Mortgage**"). Attached as [Exhibit "97"](#) is a true copy of the 139 Church Collateral Mortgage;
- (h) an Assignment of Rents in respect of 139 Church Street, Sault Ste. Marie dated September 22, 2023 (the "**139 Church Assignment of Rents**"). Attached as [Exhibit "98"](#) is a true copy of the 139 Church Assignment of Rents. The 139 Church Assignment of Rents was registered as Instrument No. AL270497 on September 28, 2023. Attached as [Exhibit "99"](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270499 over lands legally described as LT 9 PL 7657 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario (the "**292 Pim Collateral Mortgage**"). Attached as [Exhibit "100"](#) is a true copy of the 292 Pim Collateral Mortgage;

- (j) an Assignment of Rents in respect of 292 Pim Street, Sault Ste. Marie dated September 22, 2023 (the “**292 Pim Assignment of Rents**”). Attached as [Exhibit “101”](#) is a true copy of the 292 Pim Assignment of Rents. The 292 Pim Assignment of Rents was registered as Instrument No. AL270500 on September 28, 2023. Attached as [Exhibit “102”](#) is a true copy of the Notice of Assignment of Rents;
  - (k) a Charge/Mortgage registered on September 28, 2023 as Instrument No. AL270511 over lands legally described as LT 39 PL 12983 ST. MARY’S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario (the “**353 Alexandra Collateral Mortgage**”). Attached as [Exhibit “103”](#) is a true copy of the 353 Alexandra Collateral Mortgage;
  - (l) an Assignment of Rents in respect of 353 Alexandra Street, Sault Ste. Marie dated September 27, 2023 (the “**353 Alexandra Assignment of Rents**”). Attached as [Exhibit “104”](#) is a true copy of the 353 Alexandra of Rents. The 353 Alexandra Assignment of Rents was registered as Instrument No. AL270512 on September 28, 2023. Attached as [Exhibit “105”](#) is a true copy of the Notice of Assignment of Rents.
51. Attached collectively as [Exhibit “106”](#) are true copies of the Parcel Registers for 317 Moody Street, Sault Ste. Marie; 330 Albert Street East, Sault Ste. Marie; 344 First Avenue, Sault Ste. Marie; 139 Church Street, Sault Ste. Marie; 292 Pim

Street, Sault Ste. Marie; and 353 Alexandra Street, Sault Ste. Marie with currency dates of January 14, 2025.

**XI. 10005 LOAN NO. 725721-PR-4 re Five Properties in Sault Ste. Marie**

52. The Caisse (as lender), 10005 (as borrower), and Mr. Moxness (as guarantor) entered into a Loan Agreement on September 11, 2023 (the “**725721-PR-4 Loan Agreement**”). Attached as [Exhibit “107”](#) is a true copy of the 725721-PR-4 Loan Agreement
53. Pursuant to the 725721-PR-4 Loan Agreement, the Caisse advanced a loan in the total principal amount of \$905,000.00, for a term of three (3) years, from the date of disbursement together with interest at 6.650% per annum calculated monthly and not in advance. The loan was disbursed on October 4, 2023.

**Security**

54. The Caisse holds security against 10005. Among others, the Caisse has entered into the following security agreements with 10005:
  - (a) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270799 over lands legally described as LT 3 PL 9643 ST. MARY’S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario (the “**158 Trelawne Collateral Mortgage**”). Attached as [Exhibit “108”](#) is a true copy of the 158 Trelawne Collateral Mortgage;

- (b) an Assignment of Rents in respect of 158 Trelawne Avenue, Sault Ste. Marie dated October 3, 2023 (the “**158 Trelawne Assignment of Rents**”). Attached as [Exhibit “109”](#) is a true copy of the 158 Trelawne Assignment of Rents. The 158 Trelawne Assignment of Rents was registered as Instrument No. AL270800 on October 4, 2023. Attached as [Exhibit “110”](#) is a true copy of the Notice of Assignment of Rents;
- (c) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270822 over lands legally described as LT 58 PL 12983 ST. MARY’S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario (the “**257 Alexandra Collateral Mortgage**”). Attached as [Exhibit “111”](#) is a true copy of the 257 Alexandra Collateral Mortgage;
- (d) an Assignment of Rents in respect of 257 Alexandra Street, Sault Ste. Marie dated October 2, 2023 (the “**257 Alexandra Assignment of Rents**”). Attached as [Exhibit “112”](#) is a true copy of the 257 Alexandra Assignment of Rents. The 257 Alexandra Assignment of Rents was registered as Instrument No. AL270823 on October 4, 2023. Attached as [Exhibit “113”](#) is a true copy of the Notice of Assignment of Rents;
- (e) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270802 over lands legally described as LT 2 PL 24640 ST. MARY’S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario (the “**159 Wellington**”

**Collateral Mortgage**”). Attached as [Exhibit “114”](#) is a true copy of the 159 Wellington Collateral Mortgage;

- (f) an Assignment of Rents in respect of 159 Wellington Street East, Sault Ste. Marie dated September 22, 2023 (the “**159 Wellington Assignment of Rents**”). Attached as [Exhibit “115”](#) is a true copy of the 159 Wellington Assignment of Rents. The 159 Wellington Assignment of Rents was registered as Instrument No. AL270803 on October 4, 2023. Attached as [Exhibit “116”](#) is a true copy of the Notice of Assignment of Rents;
- (g) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270807 over lands legally described as PT LT 48-50 PL 12983 ST. MARY’S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario (the “**169 Huron Collateral Mortgage**”). Attached as [Exhibit “117”](#) is a true copy of the 169 Huron Collateral Mortgage;
- (h) an Assignment of Rents in respect of 169 Huron Street, Sault Ste. Marie dated September 22, 2023 (the “**169 Huron Assignment of Rents**”). Attached as [Exhibit “118”](#) is a true copy of the 169 Huron Assignment of Rents. The 169 Huron Assignment of Rents was registered as Instrument No. AL270808 on October 4, 2023. Attached as [Exhibit “119”](#) is a true copy of the Notice of Assignment of Rents;
- (i) a Charge/Mortgage registered on October 4, 2023 as Instrument No. AL270811 over lands legally described as PT LT 174 PL 727 KORAH AS

IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario (the “**246 St. James Collateral Mortgage**”). Attached as [Exhibit “120”](#) is a true copy of the 246 St. James Collateral Mortgage;

- (j) an Assignment of Rents in respect of 246 St. James Street, Sault Ste. Marie dated September 22, 2023 (the “**246 St. James Assignment of Rents**”). Attached as [Exhibit “121”](#) is a true copy of the 246 St. James Assignment of Rents. The 246 St. James Assignment of Rents was registered as Instrument No. AL270812 on October 4, 2023. Attached as [Exhibit “122”](#) is a true copy of the Notice of Assignment of Rents.

- 55. Attached collectively as [Exhibit “123”](#) are true copies of the Parcel Registers for 158 Trelawne Avenue, Sault Ste. Marie; 257 Alexandra Street, Sault Ste. Marie; 159 Wellington Street East, Sault Ste. Marie; 169 Huron Street, Sault Ste. Marie; and 246 St. James Street, Sault Ste. Marie with currency dates of January 14, 2025.

## **XII. GUARANTEES**

- 56. Mr. Moxness provided personal guarantees in favour of the Caisse in respect of all indebtedness, liabilities and obligations as follows:

- (a) Specific Guarantee and Postponement of Claim dated June 28, 2022 related to the 1674 Wellington Loan Agreement (the “**1674 Wellington Guarantee**”), limited to the amount of \$600,000.00 in principal and interest,

together with all fees and interest. Attached as [Exhibit "124"](#) is a true copy of the 1674 Wellington Guarantee signed by Mr. Moxness;

- (b) Specific Guarantee and Postponement of Claim dated February 6, 2023 related to the 407 Dupont Loan Agreement (the "**407 Dupont Guarantee**"), limited to the amount of \$300,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "125"](#) is a true copy of the 407 Dupont Guarantee signed by Mr. Moxness;
- (c) Specific Guarantee and Postponement of Claim dated February 22, 2023 related to the 221 Nolin Loan Agreement (the "**221 Nolin Guarantee**"), limited to the amount of \$581,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "126"](#) is a true copy of the 221 Nolin Guarantee signed by Mr. Moxness;
- (d) Specific Guarantee and Postponement of Claim dated April 6, 2023 related to the 275 Bloor Loan Agreement (the "**275 Bloor Guarantee**"), limited to the amount of \$560,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "127"](#) is a true copy of the 275 Bloor Guarantee signed by Mr. Moxness;
- (e) Specific Guarantee and Postponement of Claim dated April 5, 2023 related to the 55 Pelham Loan Agreement (the "**55 Pelham Guarantee**"), limited to the amount of \$806,250.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "128"](#) is a true copy of the 55 Pelham Guarantee signed by Mr. Moxness;

- (f) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 160 Albert Loan Agreement (the “**160 Albert Guarantee**”), limited to the amount of \$150,779.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “129”](#) is a true copy of the 160 Albert Guarantee signed by Mr. Moxness;
- (g) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 153 Church Loan Agreement (the “**153 Church Guarantee**”), limited to the amount of \$202,303.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “130”](#) is a true copy of the 153 Church Guarantee signed by Mr. Moxness;
- (h) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 802 Bonney Loan Agreement (the “**802 Bonney Guarantee**”), limited to the amount of \$156,969.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “131”](#) is a true copy of the 802 Bonney Guarantee signed by Mr. Moxness;
- (i) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 678 Albert Loan Agreement (the “**678 Albert Guarantee**”), limited to the amount of \$154,994.00 in principal and interest, together with all fees and interest. Attached as [Exhibit “132”](#) is a true copy of the 678 Albert Guarantee signed by Mr. Moxness;
- (j) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 461 John Loan Agreement (the “**461 John Guarantee**”), limited to the

amount of \$188,971.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "133"](#) is a true copy of the 461 John Guarantee signed by Mr. Moxness;

- (k) Specific Guarantee and Postponement of Claim dated May 2, 2023 related to the 21 Cathcart Loan Agreement (the "**21 Cathcart Guarantee**"), limited to the amount of \$180,136.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "134"](#) is a true copy of the 21 Cathcart Guarantee signed by Mr. Moxness; and
- (l) General Guarantee and Postponement of Claim dated September 11, 2023 related to the 725721-PR-1 Loan Agreement, 725721-PR-2 Loan Agreement, 725721-PR-3 Loan Agreement and 725721-PR-4 Loan Agreement (collectively the "**725721 Guarantee**") limited to the amount of \$4,436,000.00 in principal and interest, together with all fees and interest. Attached as [Exhibit "135"](#) is a true copy of the 725721 Guarantee signed by Mr. Moxness.

### **XIII. DEFAULTS, DEMANDS AND NOTICE OF INTENTION TO ENFORCE**

- 57. Numerous events of default under the 1674 Wellington Loan, 407 Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan have occurred.
- 58. The Debtors' defaults are existing and continuing, including, but not limited to the defaults described below:

- (a) 129 has failed to make prompt payment of the amounts due under the 1674 Wellington Loan Agreement;
- (b) 10003 has failed to make prompt payment of the amounts due under the 407 Dupont Loan Agreement;
- (c) 146 has failed to make prompt payment of the amounts due under the 221 Nolin Loan Agreement;
- (d) 1483 has failed to make prompt payment of the amounts due under the 275 Bloor Loan Agreement;
- (e) 1482 has failed to make prompt payment of the amounts due under the 55 Pelham Loan Agreement;
- (f) 126 has failed to make prompt payment of the amounts due under the 126 Loan Agreement;
- (g) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-1 Loan Agreement;
- (h) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-2 Loan Agreement;
- (i) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-3 Loan Agreement;
- (j) 10005 has failed to make prompt payment of the amounts due under the 725721-PR-4 Loan Agreement; and

59. On February 4, 2025, Gowling WLG (Canada) LLP (“**Gowlings**”), acting on behalf of the Caisse, issued the following to 129 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 129 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "136"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

60. On February 6, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10003 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 10003 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "137"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

61. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 146 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 146 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "138"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

62. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1483 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 1483 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "139"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

63. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 1482 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 16, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 1482 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "140"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

64. On February 4, 2025, Gowlings acting on behalf of the Caisse, issued the following to 126 and Mr. Moxness as the Guarantor:

- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 14, 2025; and
- (b) a Notice of Intention to Enforce Security on the property of 126 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "141"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

65. On February 5, 2025, Gowlings acting on behalf of the Caisse, issued the following to 10005 and Mr. Moxness as the Guarantor:
- (a) a demand for payment (the “**Demand Letter**”) of the total indebtedness owing as of January 31, 2025 plus interest and legal costs to the Caisse as set out in Schedule “B” to the Demand Letter by the deadline of February 15, 2025; and
  - (b) a Notice of Intention to Enforce Security on the property of 10005 pursuant to section 244(1) of the BIA (the “**BIA 244 Notice**”).

Attached as [Exhibit "142"](#) is a true copy of the Demand Letter and BIA 244 Notice along with covering email and Canada Post registered mail delivery confirmations.

#### **XIV. NEED FOR A RECEIVER**

66. As of January 31, 2025, the aggregate indebtedness of 129 due and owing to the Caisse was \$592,536.42 in addition to ongoing accrual of interest at the rate set out in the 1674 Wellington Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
67. As of February 4, 2025, the aggregate indebtedness of 10003 due and owing to the Caisse was \$530,669.08 in addition to ongoing accrual of interest at the rate set out in the 407 Dupont Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

68. As of January 31, 2025, the aggregate indebtedness of 146 due and owing to the Caisse was \$582,899.20 in addition to ongoing accrual of interest at the rate set out in the 221 Nolin Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
69. As of January 31, 2025, the aggregate indebtedness of 1483 due and owing to the Caisse was \$560,732.27 in addition to ongoing accrual of interest at the rate set out in the 275 Bloor Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
70. As of January 31, 2025, the aggregate indebtedness of 1482 due and owing to the Caisse was \$807,052.80 in addition to ongoing accrual of interest at the rate set out in the 55 Pelham Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
71. As of January 31, 2025, the aggregate indebtedness of 126 due and owing to the Caisse was \$150,642.65 for the 160 Albert Collateral Mortgage (Loan No. 725626-PR-1) plus \$202,120.24 for the 153 Church Collateral Mortgage (Loan No. 725626-PR-2) plus \$154,853.87 for the 678 Albert Collateral Mortgage (Loan No. 725626-PR-3) plus \$188,800.10 for the 461 John Collateral Mortgage (Loan No. 725626-PR-4) plus \$179,973.08 for the 21 Cathcart Collateral Mortgage (Loan No. 725626-PR-5) plus \$156,725.87 for the 802 Bonney Collateral Mortgage (Loan No. 725626-PR-6) totalling \$1,033,115.81 in addition to ongoing accrual of interest at the rate set out in the 126 Loan Agreement excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).

72. As of January 31, 2025, the aggregate indebtedness of 10005 due and owing to the Caisse was \$882,226.81 for the 725721-PR-1 Loan Agreement plus \$1,247,294.07 for the 725721-PR-2 Loan Agreement plus \$1,460,362.98 for the 725721-PR-3 Loan Agreement plus \$916,383.46 for the 725721-PR-4 Loan Agreement totalling \$4,506,267.32 in addition to ongoing accrual of interest at the rate set out in each of the loan agreements excluding additional legal fees, disbursements and HST (the “**Indebtedness**”).
73. None of the Debtors are able to pay the Indebtedness owing on its respective loans.
74. The statutory notice periods provided for under the Demand Letters and BIA 244 Notices have all expired.
75. The Caisse has lost confidence in the management of the Debtors for all of the reasons detailed in this affidavit.
76. None of the Debtors have the ability to fund ongoing mortgage payments and this is eroding the value of the Caisse’s security position due to the accrual of the Indebtedness without meaningful repayment of the 1674 Wellington Loan, 407 Dupont Loan, 221 Nolin Loan, 275 Bloor Loan, 55 Pelham Loan, 126 Loan, 725721-PR-1 Loan, 725721-PR-2 Loan, 725721-PR-3 Loan, and 725721-PR-4 Loan.
77. The Caisse has suffered and is expected to continue to suffer substantial prejudice as a result of the Debtors’ failure to properly operate the Businesses. The

appointment of the Receiver is necessary to preserve the value of the Businesses and the Caisse’s collateral.

78. Upon appointment, the Receiver will assess the state of the Debtors and determine a strategy for recovery for the benefit of all stakeholders, including communicating directly with all affected parties.

79. If this Honourable Court sees fits to make such an appointment, Christopher Mazur of BDO has consented to act as Receiver. BDO is a is a licensed insolvency trustee and has significant national experience in mandates of this nature. It is my understanding, based on communications with Bart Sarsh of Gowlings, that BDO intends to utilize the services of Richmond Advisory Services Inc. (“**Richmond**”) on the property management side. Richmond has the resources to manage properties in all locations. BDO has worked extensively with Richmond on many projects for many lenders across the country. Furthermore, Richmond has several properties under management in Sault Ste. Marie currently and has developed a line of communication with municipal officials. Attached as [Exhibit "143"](#) is a true copy of BDO’s consent to act as signed by Mr. Mazur.

**AFFIRMED** by Julie Chenard, of the Town )  
of Magog, in the Province of Quebec, )  
before me at the City of Hamilton, in the )  
Province of Ontario, on March 6, 2025 in )  
accordance with O. Reg. 431/20, )  
Administering Oath or Declaration )  
Remotely. )

Signed by:  
  
2AB47B41FF4641A...

*A Commissioner, etc.*  
**Yuan Li (LSO No.210049)**

Signé par :  
  
0461C0BB3D7F48B...

**Julie Chenard**

This is **Exhibit “77”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0253 LT *Interest/Estate* Fee Simple  
*Description* PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436;  
 SAULT STE. MARIE  
*Address* 37 ALBERT STREET EAST  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)** *Capacity* *Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Provisions**

*Principal* \$260,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919  
 Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 26  
 Cornwall  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

Chargor Client File Number : 5484

Chargee Client File Number : 725721

This is **Exhibit “78”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE

and municipally known as **37 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2H7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness



Nels Moxness (Sep 22, 2023 11:07 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “79”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0253 LT  
*Description* PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436;  
 SAULT STE. MARIE  
*Address* 37 ALBERT STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St. Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.  
 This notice may be deleted by the Land Registrar when the registered instrument, AL270334 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5484  
*Party To Client File Number :* 725721

This is **Exhibit “80”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0001 LT *Interest/Estate* Fee Simple  
*Description* LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE  
*Address* 104 ALBERT STREET EAST  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$550,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

Chargor Client File Number : 5485

Chargee Client File Number : 725721

This is **Exhibit “81”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE**and municipally known as **104 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J1**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

Signature of Witness

  
Neils Moxness (Sep 20, 2023 11:28 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “82”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0001 LT  
*Description* LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE  
*Address* 104 ALBERT STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St. Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270340 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5485  
*Party To Client File Number :* 725721

This is **Exhibit “83”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31541 - 0078 LT *Interest/Estate* Fee Simple  
*Description* PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE  
*Address* 115 PIM STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

<b>Chargee(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$575,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 09 26
-----------------	--	--------------------------	-------------------

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 09 26
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Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

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


**File Number**

Chargor Client File Number : 5486

Chargee Client File Number : 725721

This is **Exhibit “84”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM STREET, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE**and municipally known as **115 PIM ST, SAULT STE. MARIE, ON, P6A 3G7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

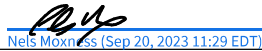
**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness



Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “85”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31541 - 0078 LT  
*Description* PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE  
*Address* 115 PIM STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270359 registered on 2023/09/26 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 26
-----------------	--	----------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 26
-----------------	--	---------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 26
---------------------------------------	--	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5486  
*Party To Client File Number :* 725721

This is **Exhibit “86”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE

138 Turner Avenue, Sault Ste. Marie

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN T388570.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/08/22

OWNERS' NAMES  
1000593693 ONTARIO INC

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/08/19 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/08/22 **</p>						
J6541	1912/06/11	PLAN SUBDIVISION				C
T379164	1996/09/06	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
1R9457	1997/07/29	PLAN REFERENCE				C
T388570	1997/08/01	TRANSFER		*** COMPLETELY DELETED ***	IACHETTA, GINO	
AL21888	2007/08/31	TRANSFER		*** COMPLETELY DELETED *** IACHETTA, GINO	LAVOIE, RITA	
REMARKS: PLANNING ACT STATEMENTS						
AL21889	2007/08/31	CHARGE		*** COMPLETELY DELETED *** LAVOIE, RITA	CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES	
AL23079	2007/09/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: T379164						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL46601	2008/11/21	TRANSFER		*** COMPLETELY DELETED *** LAVOIE, RITA	WARMINGTON, JOAN ADELE	
	REMARKS: PLANNING ACT STATEMENTS					
AL46603	2008/11/21	CHARGE		*** COMPLETELY DELETED *** WARMINGTON, JOAN ADELE	ROYAL BANK OF CANADA	
AL47893	2008/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES		
	REMARKS: RE: AL21889					
AL77256	2010/10/01	TRANSFER		*** COMPLETELY DELETED *** WARMINGTON, JOAN ADELE	KRISTYAN, ALYSSA AGNES PISTER, DAVID KENNETH	
	REMARKS: PLANNING ACT STATEMENTS					
AL77257	2010/10/01	CHARGE		*** COMPLETELY DELETED *** KRISTYAN, ALYSSA AGNES PISTER, DAVID KENNETH	COMMUNITY FIRST CREDIT UNION LIMITED	
440 AL78988	2010/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: AL46603.					
AL85931	2011/05/13	TRANSFER		*** COMPLETELY DELETED *** KRISTYAN, ALYSSA AGNES PISTER, DAVID KENNETH	PISTER, DAVID KENNETH	
AL137462	2014/10/02	CHARGE		*** COMPLETELY DELETED *** PISTER, DAVID KENNETH	COMMUNITY FIRST CREDIT UNION LIMITED	
AL138177	2014/10/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** PISTER, DAVID KENNETH	COMMUNITY FIRST CREDIT UNION LIMITED	
	REMARKS: AL137462.					
AL140338	2014/12/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMMUNITY FIRST CREDIT UNION LIMITED		
	REMARKS: AL77257.					
AL230923	2021/07/02	TRANSFER		*** COMPLETELY DELETED *** PISTER, DAVID KENNETH	12972344 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
AL230924	2021/07/02	CHARGE		*** COMPLETELY DELETED ***		

LAND  
 REGISTRY  
 OFFICE #1

31593-0099 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL230925	2021/07/02	NO ASSGN RENT GEN		12972344 CANADA INC. *** COMPLETELY DELETED *** 12972344 CANADA INC.	HILD, BRITTA  HILD, BRITTA	
		REMARKS: AL230924.				
AL237062	2021/10/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** YOUR NEIGHBOURHOOD CREDIT UNION LIMITED		
		REMARKS: AL137462.				
AL270361	2023/09/26	TRANSFER	\$2	12972344 CANADA INC.	1000593693 ONTARIO INC	C
AL270362	2023/09/26	CHARGE	\$300,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270363	2023/09/26	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
		REMARKS: AL270362				
AL270378	2023/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** HILD, BRITTA		
		REMARKS: AL230924.				

441

PROPERTY DESCRIPTION: LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE

145 Albert Street West, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY17553	1910/11/16	PLAN SUBDIVISION				C
T247215	1984/07/20	TRANSFER		*** COMPLETELY DELETED ***	CHAYER, RICHARD CHAYER, CORINE	
T292393	1988/09/15	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
AL178184	2017/09/22	APL OF SURV-LAND		*** COMPLETELY DELETED *** CHAYER, CORINE	CHAYER, RICHARD	
AL239405	2021/11/22	TRANSFER		*** COMPLETELY DELETED *** CHAYER, RICHARD	13380696 CANADA INC.	
REMARKS: PLANNING ACT STATEMENTS.						
AL239406	2021/11/22	CHARGE		*** COMPLETELY DELETED *** 13380696 CANADA INC.	OLYMPIA TRUST COMPANY	
AL239414	2021/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31576-0037 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: T292393.				
AL265997	2023/06/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
		REMARKS: AL239406.				
AL266702	2023/07/05	CHARGE	\$320,000	13380696 CANADA INC.	LIFT CAPITAL INCORPORATED PHILLIPS, DAWN	C
AL266703	2023/07/05	NO ASSGN RENT GEN		13380696 CANADA INC.	LIFT CAPITAL INCORPORATED	C
		REMARKS: AL266702				
AL270444	2023/09/28	TRANSFER	\$2	13380696 CANADA INC.	1000593693 ONTARIO INC	C
AL270445	2023/09/28	CHARGE	\$425,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270446	2023/09/28	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
		REMARKS: AL270445				

443

PROPERTY DESCRIPTION: PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE

**37 Albert Street East, Sault Ste. Marie**

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN T231838. PLANNING ACT CONSENT AS IN T357604.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/11/21

OWNERS' NAMES  
1000593693 ONTARIO INC

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
44* CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
1R5333	1982/11/05	PLAN REFERENCE				C
T408072	1999/09/20	TRANSFER		*** COMPLETELY DELETED ***	GAGNE, ETHEL BEATRICE	
AL1358	2006/05/25	APL (GENERAL)		*** COMPLETELY DELETED *** GAGNE, ETHEL BEATRICE		
REMARKS: DELETE S/T SPOUSAL INTEREST IN T357604 IN T/N. DELETED ON 2021/04/15 BY CAMANNA.						
AL1416	2006/05/26	TRANSFER		*** COMPLETELY DELETED *** GAGNE, ETHEL BEATRICE	THOMPSON, CHERYL	
REMARKS: PLANNING ACT STATEMENTS						
AL1417	2006/05/26	CHARGE		*** COMPLETELY DELETED *** THOMPSON, CHERYL	THE BANK OF NOVA SCOTIA	
AL226366	2021/04/13	TRANSFER		*** COMPLETELY DELETED *** THOMPSON, CHERYL	12864843 CANADA INC.	
REMARKS: PLANNING ACT STATEMENTS.						

LAND  
 REGISTRY  
 OFFICE #1

31543-0253 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL227530	2021/05/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: AL1417.					
AL235647	2021/09/17	CHARGE		*** COMPLETELY DELETED *** 12864843 CANADA INC.	PORTELA BERNARD, TAMARA	
AL235649	2021/09/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12864843 CANADA INC.	PORTELA BERNARD, TAMARA	
AL270333	2023/09/26	TRANSFER	\$2	12864843 CANADA INC.	1000593693 ONTARIO INC	C
AL270334	2023/09/26	CHARGE	\$260,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270335	2023/09/26	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	REMARKS: AL270334.					
AL270481	2023/09/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** PORTELA BERNARD, TAMARA		
	REMARKS: AL235647.					

445

PROPERTY DESCRIPTION: LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE

104 Albert Street East, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY3735	1895/06/07	PLAN SUBDIVISION				C
REMARKS: RY3735=PL3735						
T112923	1970/12/02	TRANSFER		*** COMPLETELY DELETED ***	PITARO, NICOLA PITARO, LINA	
T330722	1991/11/14	CHARGE		*** COMPLETELY DELETED ***	ASCU COMMUNITY CREDIT UNION LIMITED	
T434587	2002/12/05	AGREEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
REMARKS: DEVELOPMENT CONTROL						
AL191053	2018/09/28	TRANSFER		*** COMPLETELY DELETED *** PITARO, NICOLA PITARO, LINA	BDI HOLDINGS LIMITED	
REMARKS: PLANNING ACT STATEMENTS.						
AL192251	2018/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** YOUR NEIGHBOURHOOD CREDIT UNION LIMITED		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
		<i>REMARKS: T330722.</i>					
AL196400	2019/02/28	CHARGE		*** COMPLETELY DELETED *** BDI HOLDINGS LIMITED	NORTHERN CREDIT UNION LIMITED		
AL196404	2019/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BDI HOLDINGS LIMITED	NORTHERN CREDIT UNION LIMITED		
		<i>REMARKS: AL196400.</i>					
AL224488	2021/03/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** BDI HOLDINGS LIMITED	BANK OF MONTREAL		
AL224489	2021/03/03	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** BDI HOLDINGS LIMITED	BANK OF MONTREAL		
		<i>REMARKS: AL224488.</i>					
AL224847	2021/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** NORTHERN CREDIT UNION LIMITED			
		<i>REMARKS: AL196400.</i>					
AL227984	2021/05/13	TRANSFER		*** COMPLETELY DELETED *** BDI HOLDINGS LIMITED	12951274 CANADA INC.		
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AL227985	2021/05/13	CHARGE		*** COMPLETELY DELETED *** 12951274 CANADA INC.	2384805 ONTARIO INC.		
AL227986	2021/05/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12951274 CANADA INC.	2384805 ONTARIO INC.		
		<i>REMARKS: RENTS AL227985</i>					
AL259369	2022/12/15	CHARGE	\$375,000	12951274 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY PHILRO HOLDINGS LTD.	C	
AL259370	2022/12/15	NO ASSGN RENT GEN		12951274 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY PHILRO HOLDINGS LTD.	C	
		<i>REMARKS: AL259369</i>					
AL259407	2022/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2384805 ONTARIO INC.			
		<i>REMARKS: AL227985.</i>					
AL259410	2022/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED ***			

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31543-0001 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				BANK OF MONTREAL		
AL270339	2023/09/26	TRANSFER	\$2	12951274 CANADA INC.	1000593693 ONTARIO INC	C
AL270340	2023/09/26	CHARGE	\$550,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270341	2023/09/26	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

REMARKS: AL224488.

REMARKS: AL270340

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LAND  
REGISTRY  
OFFICE #1

31541-0078 (LT)

PAGE 1 OF 3  
PREPARED FOR Jennifer2  
ON 2025/01/14 AT 13:03:34

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

PROPERTY DESCRIPTION: PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE

**115 Pim Street, Sault Ste. Marie**

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN T200564.

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/11/21

OWNERS' NAMES  
1000593693 ONTARIO INC

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY286	1875/03/15	PLAN SUBDIVISION				C
	REMARKS: RY286	= PLAN 286				
1R3774	1979/04/19	PLAN REFERENCE				C
T200179	1979/04/26	AGREEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
	REMARKS: ENCROACHMENT					
T291849	1988/08/31	CHARGE	\$69,360		GUARANTY TRUST COMPANY OF CANADA	C
T293957	1988/10/25	AGREEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
	REMARKS: ENCROACHMENT					
T319283	1990/10/26	TRANSFER		*** COMPLETELY DELETED ***	STANGHETTA, DAVID DONALD STANGHETTA, DIANE KATHLEEN	
T319284	1990/10/26	CHARGE		*** COMPLETELY DELETED ***	ROYAL TRUST CORPORATION OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #1

31541-0078 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 13:03:34

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
T322029	1991/01/28	DISCHARGE				C
	<i>REMARKS: T291849</i>					
AL16787	2007/05/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL TRUST CORPORATION OF CANADA		
	<i>REMARKS: RE: T319284</i>					
AL23375	2007/09/25	TRANSFER		*** COMPLETELY DELETED *** STANGHETTA, DAVID DONALD STANGHETTA, DIANE KATHLEEN	STANGHETTA, DAVID DONALD	
AL23376	2007/09/25	CHARGE		*** COMPLETELY DELETED *** STANGHETTA, DAVID DONALD	ROYAL BANK OF CANADA	
AL187854	2018/07/04	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
AL187855	2018/07/04	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
450 AL219079	2020/10/27	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
	<i>REMARKS: AL187854.</i>					
AL227250	2021/04/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
	<i>REMARKS: AL187855.</i>					
AL227675	2021/05/06	TRANSFER		*** COMPLETELY DELETED *** STANGHETTA, DAVID DONALD	12905060 CANADA INC.	
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AL227676	2021/05/06	CHARGE		*** COMPLETELY DELETED *** 12905060 CANADA INC.	A & A STRONGHOLD CAPITAL	
AL227677	2021/05/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12905060 CANADA INC.	A & A STRONGHOLD CAPITAL	
	<i>REMARKS: AL227676</i>					
AL232333	2021/07/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	<i>REMARKS: AL23376.</i>					
AL270358	2023/09/26	TRANSFER	\$2	12905060 CANADA INC.	1000593693 ONTARIO INC	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31541-0078 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL270359	2023/09/26	CHARGE	\$575,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270360	2023/09/26	NO ASSGN RENT GEN REMARKS: AL270359		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270379	2023/09/27	DISCH OF CHARGE REMARKS: AL227676.		*** COMPLETELY DELETED *** A & A STRONGHOLD CAPITAL		

451

This is **Exhibit “87”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
**hereinafter referred to as "THE FINANCIAL INSTITUTION"**

AND: **1000593693 ONTARIO INC.**  
**1 HUNTER ST, UNIT 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of 2023-07-12, or by law, a unanimous shareholder agreement or other act)

**hereinafter referred to as "THE BORROWER"**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$1,431,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.650%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
The loan shall be disbursed in a single disbursement to be made by **2023-12-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
The Borrower undertakes to repay the loan as follows:  
by means of **36** equal and consecutive **monthly** payments of **\$9,796.77** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**

**Generic conditions**

  - No change shall be made to the project without the Financial Institution's prior written consent.
  - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
  - The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.
  - Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
    - equipment breakdown
  - The Borrower shall at all times maintain a civil liability insurance policy for a minimum of **\$2,000,000.00**.
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **292 Pim Str., 317 Moody St., 330 Albert St., 344 1st Av., 353 Alexandra St., 139 Church St. all in Sault Ste Marie** from a well-known and recognized firm retained by the Financial Institution, i.e., **Valuation by David Kelly from Avison Young Valuation & Advisory Services**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - A copy of the leases and or tenant acknowledgment for an annual amount of \$ 190,000 for 13 residential units:**  
**Minimum monthly amount of each lease:**  
**139 Church Street - \$4,178.00**  
**292 Pim Street - \$4,030.00**  
**330 Albert St - \$1,500.00**  
**344 1st Avenue - \$1,800.00**  
**317 Moody Street - \$2,000.00**  
**353 Alexandra Street - \$2,400.00**
  - The last disbursement shall be made no later than **2023-12-30**.
  - Title insurance on the property located at **292 Pim Str., 317 Moody St., 330 Albert St., 344 1st Av., 353 Alexandra St., 139 Church St. all in Sault Ste Marie** shall be required.

- We require a letter of authority from David Kelly at Avison Young Valuation & Advisory Services giving the Caisse Desjardins Ontario Credit Union Inc the right to use the appraisal from the following properties and dated:

139 Church Street 2023-07-13

292 Pim Street 2023-05-14

330 Albert St 2023-07-21

344 1st Avenue 2023-05-29

317 Moody Street 2023-05-17

353 Alexandra St 2023-05-14

all in Sault Ste Marie as if it was addressed to us.

#### 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 8. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **ratio of real net property income to debt service equal to or greater than 1.15 : 1.**

For calculation purposes, the numerator is equal to the total of real income collected annually under the leases related to all of the Borrower's properties and all other income collected that was generated directly from operating those properties, less the properties' real operating expenses excluding depreciation and amortization and interest charges.

The denominator is equal to the sum for the same period of total interest paid and principal payments made on debt collateralized by those properties.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 9. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2024-04-30**, the Borrower must provide the Financial Institution with the following document(s) before **2024-04-30**:

- its **in the form of a notice to reader** annual financial statements as at **2023-12-31**.
- an income and expense statement for each of the Borrower's rental properties dated as of **2023-12-31**.
- a detailed list of the residential leases for all of the Borrower's rental properties.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Nels Moxness (next 2024)** every 3 year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

#### 10. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a guarantee from **NELS J MOXNESS** for the amount of **\$4,436,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution

- A first priority ranking collateral charge/mortgage of land registered against a property located at 317 MOODY ST, SAULT STE. MARIE, ON, P6C 3Z9 and owned by 1000593693 ONTARIO INC. in the amount of \$400,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;

A first priority ranking collateral charge/mortgage of land registered against a property located at 330 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J6 and owned by 1000593693 ONTARIO INC. in the amount of \$170,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;

A first priority ranking collateral charge/mortgage of land registered against a property located at 344 FIRST AVE, SAULT STE. MARIE, ON, P6C 4P1 and owned by 1000593693 ONTARIO INC. in the amount of \$415,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;

A first priority ranking collateral charge/mortgage of land registered against a property located at 139 CHURCH, SAULT STE MARIE, ON, P6A 3H7 and owned by 1000593693 ONTARIO INC. in the amount of \$600,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;

A first priority ranking collateral charge/mortgage of land registered against a property located at 292 PIM ST, SAULT STE. MARIE, ON, P6B 2T5 and owned by 1000593693 ONTARIO INC. in the amount of \$575,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;

A first priority ranking collateral charge/mortgage of land registered against a property located at 353 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J9 and owned by 1000593693 ONTARIO INC. in the amount of \$300,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario.

A specific security interest attaching the following present, future and after-acquired property:

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 317 MOODY ST, SAULT STE. MARIE, ON, P6C 3Z9;

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 330 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J6;

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 344 FIRST AVE, SAULT STE. MARIE, ON, P6C 4P1;

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 139 CHURCH, SAULT STE MARIE, ON, P6A 3H7;

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 292 PIM ST, SAULT STE. MARIE, ON, P6B 2T5;

a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 353 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J9;

a security interest of the same rank on insurance benefits covering the assets and debts listed above or that are part of the assets described above as well as all other compensation to which the Borrower may be entitled if said assets are damaged, lost, destroyed or otherwise affected, or if the said debts cannot be collected in whole or in part, including benefits for loss of income or equipment breakdown, if applicable of the same rank on debts, instruments or monies from the lease, sale or other disposal of the secured assets.

## 11. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,771.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 12. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

**(g) Charges**

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

**(h) Other documents**

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

**(i) Business day**

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

**13. DEFAULT**

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.


The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

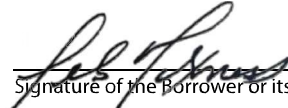
If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**14. OTHER MENTIONS**

Signed at Burlington on 2023-09-11

  
\_\_\_\_\_  
Signature of the Financial Institution's representative  
**OLIVIA LI**

  
\_\_\_\_\_  
Signature of the Borrower or its representative  
**NELS J MOXNESS**

\_\_\_\_\_  
Signature of co-Borrower

\_\_\_\_\_  
Signature of the Borrower or its representative


\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative

\_\_\_\_\_  
Signature of the witness

\_\_\_\_\_  
Signature of the Borrower or its representative

This is **Exhibit “88”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31580 - 0243 LT Interest/Estate Fee Simple  
Description LT 228 PL 1749 KORAH; SAULT STE. MARIE  
Address 317 MOODY STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC  
Address for Service 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$400,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919  
Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
Cornwall  
K6H 3S5

Tel 613-935-5919  
Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5497

Chargee Client File Number : 725721

This is **Exhibit “89”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 228 PL 1749 KORAH; SAULT STE. MARIE**and municipally known as **317 MOODY ST, SAULT STE. MARIE, ON, P6C 3Z9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 26th day of September, 2023.



Signature of Witness



Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “90”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31580 - 0243 LT  
*Description* LT 228 PL 1749 KORAH; SAULT STE. MARIE  
*Address* 317 MOODY STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270502 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5497

*Party To Client File Number :* 725721

This is **Exhibit “91”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31542 - 0247 LT *Interest/Estate* Fee Simple  
*Description* PT LT 16-17 PL 153 ST. MARY'S AS IN T415138; SAULT STE. MARIE  
*Address* 330 ALBERT STREET EAST  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Chargee(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Provisions**

*Principal* \$170,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

Chargor Client File Number : 5498

Chargee Client File Number : 725721

This is **Exhibit "92"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**PT LT 16-17 PL 153 ST. MARY'S AS IN T415138; SAULT STE. MARIE**and municipally known as **330 ALBERT ST E, SAULT STE. MARIE, ON, P6A 2J6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:


- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nels Moxness (Sep 22, 2023 14:40 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “93”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31542 - 0247 LT  
*Description* PT LT 16-17 PL 153 ST. MARY'S AS IN T415138; SAULT STE. MARIE  
*Address* 330 ALBERT STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St. Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270507 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 28
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 28
-----------------	--	---------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 28
---------------------------------------	--	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5498  
*Party To Client File Number :* 725721

This is **Exhibit “94”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31591 - 0108 LT *Interest/Estate* Fee Simple  
*Description* PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE  
*Address* 344 FIRST AVENUE  
SAULT STE. MARIE

*PIN* 31591 - 0058 LT *Interest/Estate* Fee Simple  
*Description* PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008;  
SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE.  
MARIE  
*Address* SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** *Capacity* *Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

*Principal* \$415,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919  
Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 29  
Cornwall  
K6H 3S5

Tel 613-935-5919  
Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

**File Number**

Chargor Client File Number :	5499
Chargee Client File Number :	725721

This is **Exhibit “95”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE

and municipally known as **344 FIRST AVE, SAULT STE. MARIE, ON, P6C 4P1**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

Signature of Witness

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “96”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31591 - 0108 LT  
*Description* PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE  
*Address* 344 FIRST AVENUE  
 SAULT STE. MARIE

*PIN* 31591 - 0058 LT  
*Description* PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008;  
 SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE.  
 MARIE  
*Address* SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270561 registered on 2023/09/29 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 29  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

*The applicant(s) hereby applies to the Land Registrar.*

**File Number**

Applicant Client File Number : 5499

Party To Client File Number : 725721

This is **Exhibit “97”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31541 - 0208 LT Interest/Estate Fee Simple  
Description LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE  
Address 139 CHURCH STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC  
Address for Service 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

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

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

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$600,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
Cornwall Chargor(s)  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5495

Chargee Client File Number : 725721

This is **Exhibit “98”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE**and municipally known as **139 CHURCH, SAULT STE MARIE, ON, P6A 3H7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Nets Moxness (Sep 22, 2023 14:21 EDT)  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “99”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31541 - 0208 LT  
*Description* LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE  
*Address* 139 CHURCH STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i> CAISSE DESJARDINS ONTARIO CREDIT UNION INC		
<i>Address for Service</i> 40 Elm St. Unit 166 Sudbury, ON P3C 1S8		

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270496 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 28
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 28
-----------------	--	---------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 28
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5495  
*Party To Client File Number :* 725721

This is **Exhibit “100”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31536 - 0119 LT *Interest/Estate* Fee Simple  
*Description* LT 9 PL 7657 ST. MARY'S; SAULT STE. MARIE  
*Address* 292 PIM STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Chargee(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Provisions**

*Principal* \$575,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

Chargor Client File Number : 5496

Chargee Client File Number : 725721

This is **Exhibit “101”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 9 PL 7657 ST. MARY'S; SAULT STE. MARIE**and municipally known as **292 PIM ST, SAULT STE. MARIE, ON, P6B 2T5**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

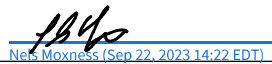
- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

  
 \_\_\_\_\_  
 Signature of Witness

  
 \_\_\_\_\_  
 Signature of Member

\_\_\_\_\_  
 Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “102”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31536 - 0119 LT  
*Description* LT 9 PL 7657 ST. MARY'S; SAULT STE. MARIE  
*Address* 292 PIM STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270499 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
 Cornwall  
 K6H 3S5

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5496  
*Party To Client File Number :* 725721

This is **Exhibit “103”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31576 - 0166 LT Interest/Estate Fee Simple  
Description LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE  
Address 353 ALEXANDRA STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC  
Address for Service G100-1 Hunter Street East  
Hamilton ON L8N 3W1

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

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

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$300,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 28  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 09 28  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5500

Chargee Client File Number : 725721

This is **Exhibit “104”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE**and municipally known as **353 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J9**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

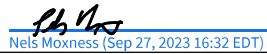
**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 27th day of September, 2023.



Signature of Witness

  
Nels Moxness (Sep 27, 2023 16:32 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “105”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0166 LT  
*Description* LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE  
*Address* 353 ALEXANDRA STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* G100-1 Hunter Street East  
 Hamilton ON L8N 3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270511 registered on 2023/09/28 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 09 28
-----------------	--	----------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 09 28
-----------------	--	---------------------------	--------	------------

Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 09 28
---------------------------------------	--	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5500  
*Party To Client File Number :* 725721

This is **Exhibit “106”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 228 PL 1749 KORAH; SAULT STE. MARIE

317 Moody Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/09/26

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>507</b></p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/09/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **</p>						
J1749	1901/11/14	PLAN SUBDIVISION				C
T445553	2004/03/01	TRANSFER		*** COMPLETELY DELETED ***	LEONARD, TAMMY LYNN	
T445554	2004/03/01	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGES INC. TRADING AS FIRSTLINE MORTGAGES	
T450518	2004/08/20	CHARGE		*** COMPLETELY DELETED ***	TRANS CANADA CREDIT CORPORATION	
AL61833	2009/10/30	CHARGE		*** COMPLETELY DELETED *** LEONARD, TAMMY LYNN	NORTHERN CREDIT UNION LIMITED	
AL62288	2009/11/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC. TRADING AS FIRSTLINE MORTGAGES		
REMARKS: T445554.						
AL70748	2010/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** WELLS FARGO FINANCIAL CORPORATION CANADA		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #1

31580-0243 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 14:42:41

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: T450518.</i>				
AL131556	2014/05/16	TRANSFER		*** COMPLETELY DELETED *** LEONARD, TAMMY LYNN	SCHWINDT, NATHAN ROBERT	
AL131557	2014/05/16	CHARGE		*** COMPLETELY DELETED *** SCHWINDT, NATHAN ROBERT	COMPUTERSHARE TRUST COMPANY OF CANADA	
AL131880	2014/05/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** NORTHERN CREDIT UNION LIMITED		
		<i>REMARKS: AL61833.</i>				
AL156391	2016/01/29	TRANSFER		*** COMPLETELY DELETED *** SCHWINDT, NATHAN ROBERT	DOMINICK, NICHOLAS PAUL	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
AL156392	2016/01/29	CHARGE		*** COMPLETELY DELETED *** DOMINICK, NICHOLAS PAUL	MCAP SERVICE CORPORATION	
AL157924	2016/03/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		<i>REMARKS: AL131557.</i>				
AL236342	2021/09/29	TRANSFER		*** COMPLETELY DELETED *** DOMINICK, NICHOLAS PAUL	13220559 CANADA INC.	
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
AL236343	2021/09/29	CHARGE		*** COMPLETELY DELETED *** 13220559 CANADA INC.	PATHAK, ARUN PATHAK, RAMA	
AL236344	2021/09/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13220559 CANADA INC.	PATHAK, ARUN PATHAK, RAMA	
		<i>REMARKS: AL236343</i>				
AL239861	2021/12/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCAP SERVICE CORPORATION		
		<i>REMARKS: AL156392.</i>				
AL266718	2023/07/05	CHARGE	\$115,000	13220559 CANADA INC.	LIFT CAPITAL INCORPORATED	C
AL266719	2023/07/05	NO ASSGN RENT GEN		13220559 CANADA INC.	LIFT CAPITAL INCORPORATED	C
		<i>REMARKS: AL266718</i>				

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

LAND  
 REGISTRY  
 OFFICE #1

31580-0243 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL270501	2023/09/28	TRANSFER	\$2	13220559 CANADA INC.	1000593693 ONTARIO INC	C
AL270502	2023/09/28	CHARGE	\$400,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270503	2023/09/28	NO ASSGN RENT GEN <i>REMARKS: AL270502</i>		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL271002	2023/10/11	DISCH OF CHARGE <i>REMARKS: AL236343.</i>		*** COMPLETELY DELETED *** PATHAK, ARUN PATHAK, RAMA		

509

PROPERTY DESCRIPTION: PT LT 16-17 PL 153 ST. MARY'S AS IN T415138; SAULT STE. MARIE

**330 Albert Street East, Sault Ste. Marie**

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2005/11/21

OWNERS' NAMES  
1000593693 ONTARIO INC

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>510</b></p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY153	1888/01/04	PLAN SUBDIVISION				C
REMARKS: RY153=PL 153						
T415138	2000/07/31	TRANSFER		*** COMPLETELY DELETED ***	THYNE, DENIS-JODY THYNE, BOBBI-LEE	
T415139	2000/07/31	CHARGE		*** COMPLETELY DELETED ***	MORRISON, MALCOLM	
AL33640	2008/04/17	CHARGE		*** COMPLETELY DELETED *** THYNE, BOBBI-LEE THYNE, DENIS-JODY	ZARATTINI, CARLO ZARATTINI, ANGELIKA	
AL33686	2008/04/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** MORRISON, MALCOLM		
REMARKS: RE: T415139						
AL97162	2012/01/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** ZARATTINI, CARLO		

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

LAND  
 REGISTRY  
 OFFICE #1

31542-0247 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL97163	2012/01/09	TRANSFER		ZARATTINI, ANGELIKA *** COMPLETELY DELETED *** THYNE, BOBBI-LEE THYNE, DENIS-JODY	THYNE, BOBBI-LEE	
AL97184	2012/01/10	CHARGE		*** COMPLETELY DELETED *** THYNE, BOBBI-LEE	ZARATTINI, ANGELIKA ZARATTINI, CARLO	
AL148976	2015/07/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** ZARATTINI, ANGELIKA ZARATTINI, CARLO		
AL148989	2015/07/31	CHARGE		*** COMPLETELY DELETED *** THYNE, BOBBI-LEE	OLYMPIA TRUST COMPANY	
AL226397	2021/04/14	TRANSFER		*** COMPLETELY DELETED *** THYNE, BOBBI-LEE	12864843 CANADA INC.	
AL226398	2021/04/14	CHARGE		*** COMPLETELY DELETED *** 12864843 CANADA INC.	THE LIONS SHARE GROUP INC.	
AL226399	2021/04/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12864843 CANADA INC.	THE LION'S SHARE GROUP INC.	
AL226956	2021/04/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
AL230487	2021/06/25	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE LIONS SHARE GROUP INC.	OLYMPIA TRUST COMPANY	
AL253577	2022/08/24	CHARGE	\$100,000	12864843 CANADA INC.	ROTHER, DANNY LIFT CAPITAL INCORPORATED	C
AL253578	2022/08/24	NO ASSGN RENT GEN		12864843 CANADA INC.	ROTHER, DANNY LIFT CAPITAL INCORPORATED	C

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LAND  
 REGISTRY  
 OFFICE #1

31542-0247 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL253582	2022/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
AL270506	2023/09/28	TRANSFER	\$2	12864843 CANADA INC.	1000593693 ONTARIO INC	C
AL270507	2023/09/28	CHARGE	\$170,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270508	2023/09/28	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

512

PROPERTY DESCRIPTION: PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE

344 First Avenue, Sault Ste. Marie (1)

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/08/22

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/08/19 **						
LT239618	2002/07/05	TRANSFER		*** COMPLETELY DELETED ***	BENNARDO, MICHAEL BENNARDO, ROSARIO BENNARDO, GIUSEPPINA	
		REMARKS: AMENDED UNDER LT248134				
LT249411	2004/04/27	TRANSFER		*** COMPLETELY DELETED ***	BENNARDO, MICHAEL	
AL5397	2006/08/18	TRANSFER		*** COMPLETELY DELETED *** BENNARDO, MICHAEL	ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	
		REMARKS: PLANNING ACT STATEMENTS				
AL5398	2006/08/18	CHARGE		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	XCEED MORTGAGE CORPORATION XCEED FUNDING CORPORATION	
AL19464	2007/07/19	CHARGE		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	THE TORONTO-DOMINION BANK	
		REMARKS: DELETED 2021/11/04 BY Y. YAMAUCHI				
AL20471	2007/08/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** XCEED MORTGAGE CORPORATION XCEED FUNDING CORPORATION		
		REMARKS: RE: AL5398				
AL23432	2007/09/26	TRANSFER		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	ROACH, CHRISTOPHER CARL	
AL36010	2008/06/02	TRANSFER		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL	STOYCHEFF, JOSEPH PETER DAVID	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
		<i>REMARKS: PLANNING ACT STATEMENTS</i>					
AL36050	2008/06/02	CHARGE		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES		
AL36882	2008/06/16	DISCH OF CHARGE		THE TORONTO-DOMINION BANK		C	
		<i>REMARKS: RE: AL19464</i>					
AL121277	2013/08/08	CHARGE		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	CIBC MORTGAGES INC.		
AL126450	2013/12/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES			
		<i>REMARKS: AL36050.</i>					
AL194280	2018/12/18	NO SEC INTEREST		*** COMPLETELY DELETED *** VISTA CREDIT CORP.			
AL238228	2021/11/01	DISCHARGE INTEREST		*** COMPLETELY DELETED *** VISTA CREDIT CORP.			
		<i>REMARKS: AL194280.</i>					
AL238515	2021/11/04	TRANSFER		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	13380696 CANADA INC.		
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AL239083	2021/11/16	CHARGE		*** COMPLETELY DELETED *** 13380696 CANADA INC.	JENSEN-GOMES, DENISE		
AL239084	2021/11/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13380696 CANADA INC.	JENSEN-GOMES, DENISE		
		<i>REMARKS: AL239083</i>					
AL240197	2021/12/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.			
		<i>REMARKS: AL121277.</i>					
AL270560	2023/09/29	TRANSFER	\$2	13380696 CANADA INC.	1000593693 ONTARIO INC	C	
AL270561	2023/09/29	CHARGE	\$415,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C	
AL270562	2023/09/29	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C	
		<i>REMARKS: AL270561</i>					
AL270682	2023/10/02	DISCH OF CHARGE		*** COMPLETELY DELETED ***			

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31591-0108 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: AL239083.			JENSEN-GOMES, DENISE		

PROPERTY DESCRIPTION: PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE

PROPERTY REMARKS:

344 First Avenue, Sault Ste. Marie (2)

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/08/22

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/08/19 **						
LT76995	1973/03/30	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	C
LT239618	2002/07/05	TRANSFER		*** COMPLETELY DELETED ***	BENNARDO, MICHAEL BENNARDO, ROSARIO BENNARDO, GIUSEPPINA	
REMARKS: AMENDED UNDER LT248134						
59 LT249411	2004/04/27	TRANSFER		*** COMPLETELY DELETED ***	BENNARDO, MICHAEL	
AL5397	2006/08/18	TRANSFER		*** COMPLETELY DELETED *** BENNARDO, MICHAEL	ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	
REMARKS: PLANNING ACT STATEMENTS						
AL5398	2006/08/18	CHARGE		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	XCEED MORTGAGE CORPORATION XCEED FUNDING CORPORATION	
AL19464	2007/07/19	CHARGE		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	THE TORONTO-DOMINION BANK	
AL20471	2007/08/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** XCEED MORTGAGE CORPORATION XCEED FUNDING CORPORATION		
REMARKS: RE: AL5398						
AL23432	2007/09/26	TRANSFER		*** COMPLETELY DELETED *** ROACH, CHRISTOPHER CARL ROACH, MARY LYNN	ROACH, CHRISTOPHER CARL	
AL36010	2008/06/02	TRANSFER		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #1

31591-0058 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 14:50:27

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				ROACH, CHRISTOPHER CARL	STOYCHEFF, JOSEPH PETER DAVID	
	<i>REMARKS: PLANNING ACT STATEMENTS</i>					
AL36050	2008/06/02	CHARGE		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES	
AL36882	2008/06/16	DISCH OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** THE TORONTO-DOMINION BANK		
	<i>REMARKS: RE: AL19464</i>					
AL121277	2013/08/08	CHARGE		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	CIBC MORTGAGES INC.	
AL126450	2013/12/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES		
	<i>REMARKS: AL36050.</i>					
AL238515	2021/11/04	TRANSFER		*** COMPLETELY DELETED *** STOYCHEFF, JOSEPH PETER DAVID	13380696 CANADA INC.	
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
AL239083	2021/11/16	CHARGE		*** COMPLETELY DELETED *** 13380696 CANADA INC.	JENSEN-GOMES, DENISE	
AL239084	2021/11/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13380696 CANADA INC.	JENSEN-GOMES, DENISE	
	<i>REMARKS: AL239083</i>					
AL240197	2021/12/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	<i>REMARKS: AL121277.</i>					
AL270560	2023/09/29	TRANSFER	\$2	13380696 CANADA INC.	1000593693 ONTARIO INC	C
AL270561	2023/09/29	CHARGE	\$415,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270562	2023/09/29	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	<i>REMARKS: AL270561</i>					
AL270682	2023/10/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** JENSEN-GOMES, DENISE		
	<i>REMARKS: AL239083.</i>					

PROPERTY DESCRIPTION: LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE

139 Church Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY310	1888/03/27	PLAN SUBDIVISION				C
REMARKS: H62=PLAN 310						
T376206	1996/05/28	TRANSFER		*** COMPLETELY DELETED ***	HONG, EDMOND	
AL229274	2021/06/03	TRANSFER		*** COMPLETELY DELETED *** HONG, EDMOND	12972573 CANADA INC.	
REMARKS: PLANNING ACT STATEMENTS.						
AL229275	2021/06/03	CHARGE		*** COMPLETELY DELETED *** 12972573 CANADA INC.	BOB DIELEMAN INVESTMENT CORPORATION	
AL229276	2021/06/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12972573 CANADA INC.	BOB DIELEMAN INVESTMENT CORPORATION	
REMARKS: AL229275						
AL268601	2023/08/17	CHARGE	\$400,000	12972573 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY	C

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LAND  
 REGISTRY  
 OFFICE #1

31541-0208 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL268602	2023/08/17	NO ASSGN RENT GEN REMARKS: AL268601.		12972573 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY	C
AL268651	2023/08/18	DISCH OF CHARGE REMARKS: AL229275.		*** COMPLETELY DELETED *** BOB DIELEMAN INVESTMENT CORPORATION		
AL270495	2023/09/28	TRANSFER	\$2	12972573 CANADA INC.	1000593693 ONTARIO INC	C
AL270496	2023/09/28	CHARGE	\$600,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270497	2023/09/28	NO ASSGN RENT GEN REMARKS: AL270496		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

519

PROPERTY DESCRIPTION: LT 9 PL 7657 ST. MARY'S; SAULT STE. MARIE

292 Pim Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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RY7657	1901/06/26	PLAN SUBDIVISION				C
REMARKS: RY7657=PL7657						
T357631	1994/05/31	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGE CORPORATION	
T357633	1994/05/31	CHARGE		*** COMPLETELY DELETED ***	MALIG, HORST MALIG, ERIKA	
T433321	2002/10/17	TRANSFER		*** COMPLETELY DELETED ***	BROGNO, VINCENT JIM	
AL64	2006/04/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** MALIG, HORST MALIG, ERIKA		
REMARKS: RE: T357633						
AL66	2006/04/24	CHARGE		*** COMPLETELY DELETED *** BROGNO, VINCENT JIM	BULLOCK, HENRY I.	

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LAND  
 REGISTRY  
 OFFICE #1

31536-0119 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL58787	2009/09/01	CHARGE		*** COMPLETELY DELETED *** BROGNO, VINCENT JIM	BULLOCK, HENRY I.	
AL66297	2010/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BULLOCK, HENRY I.		
	REMARKS: AL66.					
AL66879	2010/02/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** BULLOCK, HENRY I.		
	REMARKS: AL58787.					
AL69513	2010/04/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: T357631.					
AL69514	2010/04/30	CHARGE		*** COMPLETELY DELETED *** BROGNO, VINCENT JIM	CIBC MORTGAGES INC.	
AL224896	2021/03/11	CHARGE		*** COMPLETELY DELETED *** BROGNO, VINCENT JIM	CANADIAN IMPERIAL BANK OF COMMERCE	
AL224897	2021/03/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: AL69514.					
AL232800	2021/08/03	TRANSFER		*** COMPLETELY DELETED *** BROGNO, VINCENT JIM	13212386 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
AL232801	2021/08/03	CHARGE		*** COMPLETELY DELETED *** 13212386 CANADA INC.	PFENNIGER, PETER RODIE, DAWN	
AL232802	2021/08/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13212386 CANADA INC.	PFENNIGER, PETER RODIE, DAWN	
	REMARKS: AL232801					
AL235801	2021/09/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: AL224896.					
AL270498	2023/09/28	TRANSFER	\$2	13212386 CANADA INC.	1000593693 ONTARIO INC	C

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 OFFICE #1

31536-0119 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL270499	2023/09/28	CHARGE	\$575,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270500	2023/09/28	NO ASSGN RENT GEN REMARKS: AL270499		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270513	2023/09/28	DISCH OF CHARGE REMARKS: AL232801.		*** COMPLETELY DELETED *** PFENNIGER, PETER RODIE, DAWN		

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PROPERTY DESCRIPTION: LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE

**353 Alexandra Street, Sault Ste. Marie**

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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RY12983	1905/10/05	PLAN SUBDIVISION				C
T441251	2003/09/12	TRANSFER		*** COMPLETELY DELETED ***	MCLEAN, ROBERT MARTIN COSOLO, LUCIA IRENE	
T457127	2005/04/27	CHARGE		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
REMARKS: NOT EXCEEDING AT ANY ONE TIME \$40,000.00						
AL15512	2007/04/27	TRANSFER		*** COMPLETELY DELETED *** COSOLO, LUCIA IRENE MCLEAN, ROBERT MARTIN	MICHAUD, WENDY ELAINE	
REMARKS: PLANNING ACT STATEMENTS						
AL15514	2007/04/27	CHARGE		*** COMPLETELY DELETED *** MICHAUD, WENDY ELAINE	CIBC MORTGAGES INC.	
AL16419	2007/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL138299	2014/10/24	TRANSFER		*** COMPLETELY DELETED *** MICHAUD, WENDY ELAINE	CANDIDO, AMANDA	
AL138300	2014/10/24	CHARGE		*** COMPLETELY DELETED *** CANDIDO, AMANDA	NORTHERN CREDIT UNION LIMITED	
AL139397	2014/11/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
AL221081	2020/12/07	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
AL227581	2021/05/05	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
AL228461	2021/05/21	TRANSFER		*** COMPLETELY DELETED *** CANDIDO, AMANDA	12905060 CANADA INC.	
AL228462	2021/05/21	CHARGE		*** COMPLETELY DELETED *** 12905060 CANADA INC.	OLYMPIA TRUST COMPANY	
AL228463	2021/05/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12905060 CANADA INC.	OLYMPIA TRUST COMPANY	
AL240167	2021/12/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** NORTHERN CREDIT UNION LIMITED		
AL270510	2023/09/28	TRANSFER	\$2	12905060 CANADA INC.	1000593693 ONTARIO INC	C
AL270511	2023/09/28	CHARGE	\$300,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270512	2023/09/28	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL271431	2023/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		

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 REGISTRY  
 OFFICE #1

31576-0166 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: AL228462.				

This is **Exhibit “107”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
**hereinafter referred to as "THE FINANCIAL INSTITUTION"**

AND: **1000593693 ONTARIO INC.**  
**1 HUNTER ST, UNIT 100, HAMILTON, ON L8N 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of 2023-07-12, or by law, a unanimous shareholder agreement or other act)

**hereinafter referred to as "THE BORROWER"**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. LOAN**  
The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$905,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.
- 2. INTEREST**  
**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **6.650%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.
- 3. DISBURSEMENT**  
The loan shall be disbursed in a single disbursement to be made by **2023-12-30**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.
- 4. REPAYMENT**  
The Borrower undertakes to repay the loan as follows:  
by means of **36** equal and consecutive **monthly** payments of **\$6,195.73** each of **principal and interest**, with the first payment to be made on **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.  
These repayment terms and conditions are determined on the basis of an amortization period of **25 year(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$\_\_\_\_\_.

- 5. APPROPRIATION OF PAYMENTS**  
All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.
- 6. CONDITIONS**

**Generic conditions**

  - No change shall be made to the project without the Financial Institution's prior written consent.
  - The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
  - The Borrower may make distributions to shareholders (purchase or redemption of shares, declaration or payment of dividends, withdrawals, advances, loans, etc.) only if all financial ratios applicable to the Borrower are respected.
  - Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
    - equipment breakdown
  - The Borrower shall at all times maintain a civil liability insurance policy for a minimum of **\$2,000,000.00**.
  - In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

  - The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **158 Trelawne Av., 159 Wellington St., 169 Huron St., 246 St. James St. and 257 Alexandra St all in Sault Ste Marie** from a well-known and recognized firm retained by the Financial Institution, i.e., **Valuation by David Kelly from Avison Young Valuation & Advisory Services**. The report shall be to the Financial Institution's satisfaction.
  - The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
  - The Borrower shall provide the Financial Institution with a copy of duly signed residential leases for **8** unit(s) ensuring minimum gross revenues of **\$124,000.00** annually.
  - A copy of the leases and or tenant acknowledgment for an annual amount of \$124,000 for 8 residential units:**  
**Minimum monthly amount of each lease:**  
**158 Trelawne Avenue - \$1,900.00**  
**257 Alexandra St - \$2,050.00**  
**159 Wellington Street - \$2,380.00**  
**246 St. James Street - \$2,125.00**  
**169 Huron Street - \$1,907.00**
  - The last disbursement shall be made no later than **2023-12-30**.
  - Title insurance on the property located at **158 Trelawne Av., 159 Wellington St., 169 Huron St., 246 St. James St. and 257 Alexandra St all in Sault Ste Marie** shall be required.

- We require a letter of authority from David Kelly at Avison Young Valuation & Advisory Services giving the Caisse Desjardins Ontario Credit Union Inc the right to use the appraisal from the following properties and dated:

158 Trelawne Avenue 2023-05-02

257 Alexandra St 2023-05-02

159 Wellington Street 2023-07-19

246 St. James Street 2023-07-20

169 Huron Street 2023-07-19

all in Sault Ste Marie as if it was addressed to us.

## 7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.
- if the Borrower is a partnership or corporation, take part into any operation that results in a change in the person(s) directly or indirectly controlling it.
- Control is currently in the hands of **Nels Moxness**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 8. FINANCIAL RATIOS

The Borrower must at all times respect the following financial ratio(s):

- **ratio of real net property income to debt service equal to or greater than 1.15 : 1.**

For calculation purposes, the numerator is equal to the total of real income collected annually under the leases related to all of the Borrower's properties and all other income collected that was generated directly from operating those properties, less the properties' real operating expenses excluding depreciation and amortization and interest charges.

The denominator is equal to the sum for the same period of total interest paid and principal payments made on debt collateralized by those properties.

The obligation to maintain the above-mentioned financial ratio(s) at all times henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

## 9. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing slated for **2024-04-30**, the Borrower must provide the Financial Institution with the following document(s) before **2024-04-30**:

- its **in the form of a notice to reader** annual financial statements as at **2023-12-31**.
- an income and expense statement for each of the Borrower's rental properties dated as of **2023-12-31**.
- a detailed list of the residential leases for all of the Borrower's rental properties.
- an organization chart detailing the relationship between the Borrower and the related party organizations and any other related parties.
- the recent signed personal balance sheets of **Nels Moxness (next 2024)** every **3** year(s).

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

## 10. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a guarantee from **NELS J MOXNESS** for the amount of **\$4,436,000.00**
  - with respect to all of the Borrower's present and future debts and obligations toward the Financial Institution
- **A first priority ranking collateral charge/mortgage of land registered against a property located at 158 TRELAWNE AVE, SAULT STE. MARIE, ON, P6B 2N2 and owned by 1000593693 ONTARIO INC. in the amount of \$250,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 257 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J7 and owned by 1000593693 ONTARIO INC. in the amount of \$400,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 159 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2L6 and owned by 1000593693 ONTARIO INC. in the amount of \$260,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 169 HURON ST, SAULT STE. MARIE, ON, P6A 1R2 and owned by 1000593693 ONTARIO INC. in the amount of \$220,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario;**

**A first priority ranking collateral charge/mortgage of land registered against a property located at 246 ST JAMES ST, SAULT STE. MARIE, ON, P6A 1P6 and owned by 1000593693 ONTARIO INC. in the amount of \$280,000.00 together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the Personal Property Security Act of Ontario.**

**A specific security interest attaching the following present, future and after-acquired property:**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 158 TRELAWNE AVE, SAULT STE. MARIE, ON, P6B 2N2;**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 257 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J7;**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 159 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2L6;**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 169 HURON ST, SAULT STE. MARIE, ON, P6A 1R2;**

**a first ranking security interest on the following assets: on all of the Borrower's present and after-acquired assets, and more specifically pertaining to the realty to be mortgaged 246 ST JAMES ST, SAULT STE. MARIE, ON, P6A 1P6;**

**a security interest of the same rank on insurance benefits covering the assets and debts listed above or that are part of the assets described above as well as all other compensation to which the Borrower may be entitled if said assets are damaged, lost, destroyed or otherwise affected, or if the said debts cannot be collected in whole or in part, including benefits for loss of income or equipment breakdown, if applicable of the same rank on debts, instruments or monies from the lease, sale or other disposal of the secured assets.**

## 11. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,773.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

## 12. OTHER CONDITIONS

### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

## 13. DEFAULT

The Borrower shall be in default in any of the following cases:

- It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- If a statement, representation or guarantee made in relation with this loan is false or misleading;
- If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.

The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

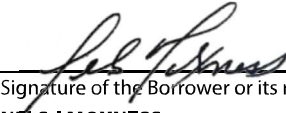
The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

## 14. OTHER MENTIONS

Signed at Burlington, on 2023-09-11.



Signature of the Financial Institution's representative  
**OLIVIA LI**



Signature of the Borrower or its representative  
**NELS J MOXNESS**

Signature of co-Borrower

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

Signature of the witness

Signature of the Borrower or its representative

This is **Exhibit “108”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31545 - 0080 LT *Interest/Estate* Fee Simple  
*Description* LT 3 PL 9643 ST. MARY'S;; CITY OF SAULT STE. MARIE  
*Address* 158 TRELAWNE AVENUE  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* G100-1 Hunter Street East  
 Hamilton ON L8N 3W1

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

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

<b>Chargee(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$250,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 10 04
-----------------	--	--------------------------	-------------------

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5	2023 10 04
---------------------------------------	--	------------

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

Chargor Client File Number : 5489

Chargee Client File Number : 725721

This is **Exhibit “109”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 3 PL 9643 ST. MARY'S;; CITY OF SAULT STE. MARIE**and municipally known as **158 TRELAWNE AVE, SAULT STE. MARIE, ON, P6B 2N2**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 3rd day of October, 2023.



Signature of Witness

Nels Moxness  
Nels Moxness (Oct 3, 2023 12:53 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “110”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31545 - 0080 LT  
*Description* LT 3 PL 9643 ST. MARY'S;; CITY OF SAULT STE. MARIE  
*Address* 158 TRELAWNE AVENUE  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* G100-1 Hunter Street East  
 Hamilton ON L8N 3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270799 registered on 2023/10/04 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 10 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 10 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 10 04
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Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5489  
*Party To Client File Number :* 725721

This is **Exhibit “111”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0184 LT *Interest/Estate* Fee Simple  
*Description* LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE  
*Address* 257 ALEXANDRA STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* G100-1 Hunter Street East  
 Hamilton ON L8N 3W1

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

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

<b>Chargee(s)</b>	<i>Capacity</i>	<i>Share</i>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Provisions**

*Principal* \$400,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Chargor(s)	Signed 2023 10 04
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Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5		2023 10 04
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Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**


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

**File Number**

Chargor Client File Number : 5494

Chargee Client File Number : 725721

This is **Exhibit “112”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE**and municipally known as **257 ALEXANDRA ST, SAULT STE. MARIE, ON, P6A 1J7**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 2nd day of October.



Signature of Witness



Nels Moxness (Oct 2, 2023 11:56 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “113”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31576 - 0184 LT  
*Description* LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE  
*Address* 257 ALEXANDRA STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* G100-1 Hunter Street East  
 Hamilton ON L8N 3W1

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

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

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i>	CAISSE DESJARDINS ONTARIO CREDIT UNION INC
<i>Address for Service</i>	40 Elm St. Unit 166 Sudbury, ON P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270822 registered on 2023/10/04 to which this notice relates is deleted

**Signed By**

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Applicant(s)	Signed	2023 10 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal	217 Adolphus street Cornwall K6H 3S5	acting for Party To(s)	Signed	2023 10 04
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Tel 613-935-5919  
 Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION	217 Adolphus street Cornwall K6H 3S5			2023 10 04
---------------------------------------	--	--	--	------------

Tel 613-935-5919  
 Fax 613-935-7420

**Fees/Taxes/Payment**

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

**File Number**

*Applicant Client File Number :* 5494  
*Party To Client File Number :* 725721

This is **Exhibit “114”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31543 - 0104 LT Interest/Estate Fee Simple  
Description LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE  
Address 159 WELLINGTON STREET EAST  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC  
Address for Service 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

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

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

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$260,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
Cornwall  
K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 10 04  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5490

Chargee Client File Number : 725721

This is **Exhibit “115”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE**and municipally known as **159 WELLINGTON ST E, SAULT STE. MARIE, ON, P6A 2L6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

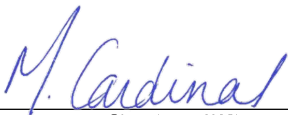
This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

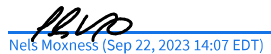
**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.



Signature of Witness

  
Nels Moxness (Sep 22, 2023 14:07 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “116”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31543 - 0104 LT  
*Description* LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE  
*Address* 159 WELLINGTON STREET EAST  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270802 registered on 2023/10/04 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 09 26  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 10 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5490

*Party To Client File Number :* 725721

This is **Exhibit “117”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

PIN 31576 - 0176 LT Interest/Estate Fee Simple  
Description PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE  
Address 169 HURON STREET  
SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 1000593693 ONTARIO INC  
Address for Service 1 Hunter St, 100g, Hamilton, Ontario,  
Canada, L8N3W1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Chargee(s)** Capacity Share

Name CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
Address for Service 40 Elm St.  
Unit 166  
Sudbury, ON  
P3C 1S8

**Provisions**

Principal \$220,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate prime + 10 %  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 201909  
Insurance Amount Full insurable value  
Guarantor

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 10 04  
Cornwall Chargor(s)  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 10 04  
Cornwall  
K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.00  
Total Paid \$69.00

**File Number**

Chargor Client File Number : 5491

Chargee Client File Number : 725721

This is **Exhibit “118”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE**and municipally known as **169 HURON ST, SAULT STE. MARIE, ON, P6A 1R2**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

Signature of Witness

  
Nels Moxness (Sep 22, 2023 14:08 EDT)

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “119”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**LOAN AGREEMENT (SOLE PROPRIETORSHIP,  
PARTNERSHIP, CORPORATION)**

BETWEEN: **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
**40, RUE ELM, UNITÉ 166, SUDBURY, ON P3C 1S8**  
hereinafter referred to as "THE FINANCIAL INSTITUTION"

AND: **14611799 CANADA INC.**  
**1 HUNTER STREET EAST, UNIT G100, HAMILTON, ON L8M 3W1**

(if a legal person, herein acting and represented by **NELS J MOXNESS**, duly authorized for the purposes of the present contract in virtue of a resolution dated as of **2022-12-19**, or by law, a unanimous shareholder agreement or other act)

hereinafter referred to as "THE BORROWER"

**THE PARTIES HERETO AGREE AS FOLLOWS:****1. LOAN**

The Financial Institution hereby agrees to extend to the Borrower a loan in the amount of **\$581,000.00** (hereinafter referred to as "the loan" or "the financing"). Such loan shall be used solely for the purposes agreed to by the parties.

**2. INTEREST**

**Fixed rate:** The loan shall bear interest, before as well as after maturity, default or judgment at the rate of **5.900%** per annum calculated **monthly** and not in advance. All of the interest accrued on the thirtieth day before the first payment must be paid on that date. If the payment frequency is weekly, the interest accrued must be paid on the seventh day before the first payment.  
Any interest unpaid at maturity shall itself bear interest at the rate applicable to the loan. It may be compounded but remains payable at any times.

**3. DISBURSEMENT**

The loan shall be disbursed in a single disbursement to be made by **2023-08-13**, at the latest, failing which the Financial Institution may refuse to make any other disbursement.

**4. REPAYMENT**

The Borrower undertakes to repay the loan as follows:

by means of **36** equal and consecutive **monthly** payments of **\$3,707.96** each of **principal and interest**, with the first payment to be made on the **30th day following the disbursement** and the other payments to be made successively until **the expiry of the 3-year term beginning on the date of the disbursement** inclusively, at which date any balance of principal, interest, costs and accessories due shall become payable.

These repayment terms and conditions are determined on the basis of an amortization period of **300 month(s)**.

The above-mentioned interest rate and amount of payments do not take into account the cost of life insurance and disability insurance, if applicable. If the Borrower or its representative(s) \_\_\_\_\_, or one or some of them, opted for \_\_\_\_\_, the cost of insurance shall be calculated by applying to the loan balance an additional rate of \_\_\_\_\_% per annum which shall be treated as interest, subject to the provisions of the insurance policy in force at the Financial Institution.

If the repayment terms and conditions are for principal and interest, the amount of the payments, including the cost of any life insurance and disability insurance the Borrower has taken out, shall be \$ \_\_\_\_\_.

**5. APPROPRIATION OF PAYMENTS**

All payments received by the Financial Institution as loan repayment shall be applied first to the accrued interest as well as to the payment of life insurance and disability insurance costs, if applicable, and then to the repayment of the principal. The payments shall be applied to the principal only when all interest and insurance expenses will have been paid in full, starting with the oldest.

**6. CONDITIONS****Generic conditions**

- No change shall be made to the project without the Financial Institution's prior written consent.
- The Borrower agrees to hold its main operating account at the Financial Institution and to carry out its current transactions through that account.
- **Environmental commitments**
  - The following documents shall be provided to the Financial Institution at the Borrower's expense and to the Financial Institution's satisfaction:
    - the duly completed and executed "Environmental Risk Questionnaire".
- **Property and casualty insurance**
  - The Borrower shall at all times maintain an insurance policy, including the following coverage (fire, theft, vandalism) and other risks, with proceeds payable to the Financial Institution:
    - loss of rental income as a result of a claim
  - **All-risk and civil liability insurance**
- In the event of an assumption of financing due to a sale or other disposal of the property encumbered by a charge or security, the acquiring party must be approved by the Financial Institution.

**Conditions applicable to financing of assets**

- The Borrower shall provide the Financial Institution with a copy of a professional appraisal report on **221 Nolin St, Sudbury, Ontario** from a well-known and recognized firm retained by the Financial Institution, i.e., **Colliers International**. The report shall be to the Financial Institution's satisfaction.
- The Borrower shall not further mortgage the property without the Financial Institution's prior consent.
- The Borrower shall provide the Financial Institution with a copy of duly signed residential leases for **6** unit(s) ensuring minimum gross revenues of **\$79,976.00** annually.
- The first disbursement shall be made no later than **2023-08-13**.
- **Certified Plan of Survey and other documents required**
  - The Borrower shall provide, in a form satisfactory to the Financial Institution:
    - **Obtain written confirmation/consent of Colliers International allowing the Caisse to use the property appraisal report (file no. TOR221107), as if the report was addressed to the Caisse**
- Title insurance on the property located at **221 Nolin St, Sudbury, Ontario** shall be required.

**7. FINANCIAL INSTITUTION'S PRIOR AUTHORIZATION**

The Borrower shall not do, make or execute any of the following transactions or operations without obtaining the Financial Institution's prior written consent:

- modify the nature of its business.

- Control is currently in the hands of **NELS J MOXNESS**.

The obligation to obtain the Financial Institution's prior consent in writing for the above-mentioned transactions and operations henceforth applies to any other financing the Financial Institution has extended to the Borrower; this obligation shall continue to apply to such other financing, even though the financing extended hereunder has been discharged.

#### 8. PERIODIC REVIEW AND RENEWAL

So that the Financial Institution can proceed with the periodic review or renewal of the financing, the Borrower must provide the Financial Institution with the following document(s):

- **All information and documents it may reasonably request (ex. financial statements, periodic reports, invoices or other supporting documents, lists of residential leases or copies of commercial leases, any guarantor's personal balance sheet).**

These documents are in addition to any other documents that must be provided to the Financial Institution hereunder.

Regardless of the format of documents or the means to transmit them, including email and facsimile, the Borrower agrees that these documents are corporate documents, that they were created in the normal course of business of the Borrower's enterprise and that they will be admissible as proof for any legal proceedings. Furthermore, if the Borrower, or a representative or employee of the Borrower, remits or transmits documents to the Financial Institution, any information contained therein will be considered to have been verified and validated by the Borrower and to be accurate and complete, the Borrower assuming responsibility with its representatives or employees at fault, as the case may be, for any deficiencies, errors, missing information or inaccuracies contained therein. In addition, the Borrower acknowledges that the Financial Institution may require the loan amounts to be repaid immediately.

#### 9. SECURITY

The performance of the Borrower's obligations stipulated herein or arising herefrom must always be secured by the following security interest and charges:

- a first priority ranking collateral charge/mortgage of land registered against a property located at **221 NOLIN ST, SUDBURY, ON, P3C 2V4** and owned by **14611799 CANADA INC.** in the amount of **\$775,000.00** together with an assignment of rents and of insurance proceeds in respect thereto which such assignment shall be subject to a security interest in favour of the Financial Institution and duly registered pursuant to the *Personal Property Security Act* of Ontario
- a guarantee from **NELS J MOXNESS** for the amount of **\$581,000.00**
  - with respect to the financing extended hereunders

#### 10. COSTS

- Upon the execution of this Agreement, the Borrower shall pay the Financial Institution all costs, fees, expenses related to the analysis of the credit application and opening of the file payable to the Financial Institution in the amount of **\$2,900.00** which charges are not refundable even if the financing is not disbursed. These charges are over and above the other fees payable by the Borrower (professional fees, if any, registration fees, etc.).

#### 11. OTHER CONDITIONS

##### (a) Disbursement

The disbursement shall be conditional on the charges and security required by the Financial Institution being in effect to its satisfaction, that the secured assets are insured pursuant to the security contracts, that the supporting documentation required by the Financial Institution has been provided and that the pre-conditions stipulated herein have been duly met.

##### (b) Debit authorization

Any amount payable by the Borrower may be debited from one of its accounts with the Financial Institution, or from its variable or revolving credit, if applicable.

##### (c) Prepayment of the loan

**Fixed-rate loan:** The Borrower may at any time reimburse the loan before maturity in part or in full, provided that it pays the Financial Institution a penalty equal to the greater of:

- An amount equal to three months' interest on the amount prepaid, at the interest rate then applicable on the loan; or
- An amount equal to the interest calculated on the amount prepaid, until the loan expiry date, at an interest rate corresponding to the difference between: (i) the interest rate then applicable to the loan, and (ii) the rate of return of fixed-term Government of Canada bonds with a term of one year if, at the time of the payment, less than 24 months remain until the loan term expiry date, 2 years if from 24 to 36 months, 3 years if from 36 to 48 months, 4 years if from 48 to 60 months, and 5 years if 60 months or over are left. The rates of return of the said bonds are those established, on the date of prepayment, by the Bloomberg pricing system or, failing that, by another system or entity chosen by the Financial Institution. They are quoted on the Financial Institution's website, if applicable.

However, if the payment is made less than three months before the loan term expires, the penalty shall not exceed the interest at the rate then applicable to the loan, calculated on the amount prepaid from the date of prepayment to the loan term expiry date.

A prepayment shall not release the Borrower from its obligation to continue making the payments herein specified.

##### (d) Accounting terms

Unless otherwise specified, the accounting terms used herein, if applicable, have the meaning given to them under Canadian generally accepted accounting principles by the Canadian Institute of Chartered Accountants.

##### (e) Assigns, Joint and Several Liability

The Financial Institution's indebtedness is indivisible and may be claimed in full against each of the Borrower's heirs, estate trustees and successors and any guarantor, if applicable.

If the term "Borrower" designates more than one person, each person shall be jointly and severally liable for the performance of the obligations stipulated herein, in any document pertaining hereto and any amendment or renewal agreement for the financing granted herein.

If the financing is guaranteed, the obligations of the guarantor(s) are joint and several.

##### (f) Applicable laws

This loan and any document pertaining thereto are governed by the laws in force in the Province of Ontario; any dispute regarding their interpretation or execution may only be brought before the courts of Ontario.

##### (g) Charges

The Borrower shall pay the Financial Institution the charges related to the analysis of the credit application and opening of the file and to draft the security documents payable to the Financial Institution, if applicable, as well as the charges for monthly management, monthly or annual follow-up and periodic review. The Borrower will also pay the fees for credit availability, increased control, late document submission, notification, extension, renewal, third-party assumption in case of disposal of the secured property, release and discharge, if applicable, when the financing stipulated hereunder has been completely repaid.

In the event sufficient funds are unavailable in the account from which the loan payments are to be withdrawn, when such payment is due, the Financial Institution may, subject to its rights and remedies, request that the Borrower pay the applicable fees in order to compensate the Financial Institution for reasonable expenses it incurred in attempting to withdraw the said payment. The Borrower may at any time inquire of the Financial Institution to ascertain the applicable fees.

The Borrower acknowledges that it has been informed of these fees and that they may be modified from time to time by the Financial Institution, as can the charges mentioned elsewhere herein, if applicable. The Borrower shall also pay other charges that could become applicable to the financing, pursuant to the fee policy then in effect at the Financial Institution. The Borrower authorizes the Financial Institution to debit its account(s) for the amount of the charges stipulated herein.

##### (h) Other documents

The Borrower and any guarantor must sign any other document the Financial Institution may require to give full effect to the obligations stipulated herein.

##### (i) Business day

The expression "business day" means any day, except for Saturday, Sunday and any other statutory holiday or day on which banking institutions are closed across Canada.

**12. DEFAULT**

The Borrower shall be in default in any of the following cases:

- (i) It fails to respect any of the obligations provided for herein, under any offer to finance having resulted in this agreement, in any security agreement, in any other related document, and any other credit or security agreement signed with the Financial Institution;
- (ii) If a statement, representation or guarantee made in relation with this loan is false or misleading;
- (iii) If the Borrower or any person standing as guarantor on the loan or having granted any security interest goes bankrupt or is insolvent or files a proposal that is rejected or annulled, or if the property provided as security is seized by a creditor, trustee, liquidator or other party, is the subject of a notice of exercise of default or enforcement remedies, a notice of withdrawal of authorization to collect debts or rent, of a seizure or other remedy by another creditor, if the Borrower is subject to garnishment or a similar proceeding and the Financial Institution is subject to or affected by such seizure, or the Borrower stops operating its enterprise.



The Borrower shall also be in default if it does not fulfill an obligation to its other creditors.

If the Borrower is in default, the Financial Institution may, subject to its other rights and remedies, demand full and immediate repayment of the amounts loaned, interest accrued and any other amount payable by the Borrower hereunder and by virtue of any credit contract signed with the Financial Institution. Failure by the Financial Institution to avail itself of any of these rights will not be interpreted as a waiver of such rights.

The Financial Institution may also, at its sole discretion, grant extensions, waive guarantees, make compromises or arrangements and, in general, deal with the Borrower without affecting its rights and remedies against guarantors, if applicable.

**13. OTHER MENTIONS**

Signed at Burlington Ont., on Feb. 22<sup>nd</sup>, 2023

 Signature of the Financial Institution's representative <b>OLIVIA LI</b>	 Signature of the Borrower or its representative <b>NEES J MOXNESS</b>
Signature of co-Borrower	Signature of the Borrower or its representative
Signature of the witness	Signature of the Borrower or its representative
Signature of the witness	Signature of the Borrower or its representative

This is **Exhibit “120”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31575 - 0178 LT *Interest/Estate* Fee Simple  
*Description* PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE  
*Address* 246 ST. JAMES STREET  
 SAULT STE. MARIE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Chargee(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Provisions**

*Principal* \$280,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* prime + 10 %  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 201909  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 10 04  
 Cornwall  
 K6H 3S5 Chargor(s)

Tel 613-935-5919

Fax 613-935-7420

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

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 10 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00  
*Total Paid* \$69.00

**File Number**

Chargor Client File Number : 5493

Chargee Client File Number : 725721

This is **Exhibit “121”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ASSIGNMENT OF RENTS****CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Name of financial institution

**40 ELM ST, UNIT 166, SUDBURY, ON, P3C 1S8**

Address of financial institution

hereinafter referred to as "THE FINANCIAL INSTITUTION"

**1000593693 ONTARIO INC.**

Name of member

**1 HUNTER ST, UNIT 100, HAMILTON, ON, L8N 3W1**

Address of member

hereinafter referred to as "THE MEMBER"

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant as follows:

**1. DESCRIPTION OF PROPERTY**

This Assignment of rents relates to certain real property bearing the following legal description: \_\_\_\_\_

**PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE**and municipally known as **246 ST JAMES ST, SAULT STE. MARIE, ON, P6A 1P6**

(hereinafter referred to as "THE PROPERTY").

**2. ASSIGNMENT**

The Member hereby assigns to the Financial Institution the Property and rights described in this Assignment, and in particular:

- (a) all rents payable to the Member or for the Member's benefit from time to time under any lease of the whole or any part of the Property;
- (b) the benefit of all covenants, agreements and provisos contained in the leases on the part of the tenants, as well as the reversion of the leases, whether existing on the date of this Assignment or arising at any time in the future.

**3. ASSIGNMENT OF RENTS**

- (1) This Assignment shall be held by the Financial Institution as a general and continuing security for the fulfillment of all obligations of the Member to the Financial Institution, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising. This Assignment is given in addition to and not in substitution for any other security interest of any nature or kind previously given to and still held by the Financial Institution.
- (2) The Financial Institution shall not be bound to collect any rent hereby assigned to it, or to collect, dispose of, realize or enforce any of the security given to it by the Member. The Financial Institution shall not be liable or accountable for any failure to enforce or to realize the security or for any loss or damage resulting from the negligence of the Financial Institution, or any of its employees or agents, in the collection of the rents or the collection, disposition or realization or enforcement of any security.
- (3) For greater certainty, the amount secured under this Assignment shall be deemed to include all interest, collection, seizure and realization expenses, receivership fees and all legal fees relating to collection, seizure and realization, all levies, taxes and liens that must be paid, satisfied or otherwise discharged in order to seize or realize the assets subject to this Assignment, and all other costs, fees and amounts payable under the terms of this Assignment (and any renewal or extension thereof), in addition to the principal amount advanced.

**4. DUTIES AND RIGHTS OF THE FINANCIAL INSTITUTION**

- (1) Nothing in this Assignment shall make the Financial Institution responsible for the collection of rents payable under any lease or for the performance of any covenant, term or condition contained in any such lease.
- (2) The Financial Institution shall be liable to account only for rents actually received by it, less reasonable collection charges. The Financial Institution may, in its sole discretion, apply any rent received hereunder to the repayment of the principal amount, interest and costs.
- (3) The Financial Institution shall not be construed as being a mortgagee in possession of the Property by reason of the assignment of rents provided for herein.
- (4) No lease of any part or the whole of the Property shall be deemed to have priority over the rights of the Financial Institution under any charge granted to it by the Member by reason only of the assignment of rents provided for herein, or the collection of any rent under that assignment.
- (5) Where the Financial Institution enforces this security or otherwise receives payment under or by virtue of this Assignment, the Member shall remain liable to the Financial Institution for any deficiency or balance outstanding after such amount has been applied to the indebtedness secured hereunder.

**5. DUTIES OF THE MEMBER**

Upon request by the Financial Institution, the Member shall:

- (a) assign to the Financial Institution, as additional security for the due performance of the Member's obligations, any present or future lease of the whole or any part of the Property which may be granted by the Member; and
- (b) deliver to the Financial Institution executed copies of all such leases.

Despite any such assignment, the Member shall perform and comply with all of the lessor's covenants under the terms of the leases, and the rights and remedies of the Financial Institution shall not be in any way delayed or prejudiced by the assignment or by any act of the Member with respect thereto.

**6. ACTS AND EVENTS OF DEFAULT**

This Assignment may be enforced upon the occurrence of the following acts or events of default:

- (a) where the Member fails to pay any indebtedness or otherwise perform any obligation secured by this Assignment, or fails to comply with any term or condition of this Assignment;
- (b) where a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Member, or if any execution or attachment is levied against any proceeds payable under the insurance policy; or
- (c) where the Property is in danger of being destroyed or where any lease of the whole or part of the Property is in danger of being terminated for any reason.

**7. ENUREMENT**

This Assignment shall be binding on the Member and the heirs, executors, administrators, successors and assigns of such Member and shall enure to the benefit of the Financial Institution and its successors and assigns.

Signed at electronically, on 22nd day of September, 2023.

Signature of Witness

Signature of Member

Signature of Member

If the Member is a corporation, the signing officer(s) has/have authority to bind it.

This is **Exhibit “122”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**Properties**

*PIN* 31575 - 0178 LT  
*Description* PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE  
*Address* 246 ST. JAMES STREET  
 SAULT STE. MARIE

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 1000593693 ONTARIO INC  
*Address for Service* 1 Hunter St, 100g, Hamilton, Ontario,  
 Canada, L8N3W1

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

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

**Party To(s)***Capacity**Share*

*Name* CAISSE DESJARDINS ONTARIO CREDIT UNION INC  
*Address for Service* 40 Elm St.  
 Unit 166  
 Sudbury, ON  
 P3C 1S8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AL270811 registered on 2023/10/04 to which this notice relates is deleted

**Signed By**

Milena Cardinal 217 Adolphus street acting for Signed 2023 10 04  
 Cornwall Applicant(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

Milena Cardinal 217 Adolphus street acting for Signed 2023 10 04  
 Cornwall Party To(s)  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

CARDINAL LAW PROFESSIONAL CORPORATION 217 Adolphus street 2023 10 04  
 Cornwall  
 K6H 3S5

Tel 613-935-5919

Fax 613-935-7420

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.00

*Total Paid* \$69.00

**File Number**

*Applicant Client File Number :* 5493

*Party To Client File Number :* 725721

This is **Exhibit “123”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

PROPERTY DESCRIPTION: LT 3 PL 9643 ST. MARY'S;; CITY OF SAULT STE. MARIE

158 Trelawne Avenue, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY9643	1902/08/23	PLAN SUBDIVISION				C
REMARKS: RY9643=PL9643						
T183987	1977/10/21	AGREEMENT		*** COMPLETELY DELETED ***		
T311337	1990/03/01	TRANSFER		*** COMPLETELY DELETED ***	SPEHNER, TIM GUNTHER SPEHNER, GINA RHEA	
T402846	1999/02/11	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGES INC. TRADING AS FIRSTLINE MORTGAGES	
AL91751	2011/09/13	CERT LIEN HD ACT		*** COMPLETELY DELETED *** THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD		
AL226708	2021/04/20	TRANSFER		*** COMPLETELY DELETED *** SPEHNER, GINA RHEA SPEHNER, TIM GUNTHER	12864843 CANADA INC.	
REMARKS: PLANNING ACT STATEMENTS.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REGISTRY  
OFFICE #1

31545-0080 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 13:51:17

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL226709	2021/04/20	CHARGE		*** COMPLETELY DELETED *** 12864843 CANADA INC.	DE JESUS, MARIA ADELIA	
AL226710	2021/04/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12864843 CANADA INC.	DE JESUS, MARIA ADELIA	
	REMARKS: AL226709.					
AL226792	2021/04/22	DIS LIEN HD ACT		*** COMPLETELY DELETED *** THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD		
	REMARKS: AL91751.					
AL228159	2021/05/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC. TRADING AS FIRSTLINE MORTGAGES		
	REMARKS: T402846.					
AL230548	2021/06/28	APL (GENERAL)		*** COMPLETELY DELETED *** YOUR NEIGHBOURHOOD CREDIT UNION LIMITED		
575	REMARKS: DELETING T183987					
AL252307	2022/07/29	CHARGE	\$315,000	12864843 CANADA INC.	LIFT CAPITAL INCORPORATED MIKHAEL, ASHRAF	C
AL252308	2022/07/29	NO ASSGN RENT GEN		12864843 CANADA INC.	LIFT CAPITAL INCORPORATED MIKHAEL, ASHRAF	C
	REMARKS: AL252307.					
AL270798	2023/10/04	TRANSFER	\$2	12864843 CANADA INC.	1000593693 ONTARIO INC	C
AL270799	2023/10/04	CHARGE	\$250,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270800	2023/10/04	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	REMARKS: AL270799					
AL270820	2023/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** DE JESUS, MARIA ADELIA		
	REMARKS: AL226709.					

PROPERTY DESCRIPTION: LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE

257 Alexandra Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY12983	1905/10/05	PLAN SUBDIVISION				C
T315846	1990/07/10	TRANSFER		*** COMPLETELY DELETED ***	MATTILA, PERRY JAMES MATTILA, DEBORAH LYNN	
T384529	1997/03/14	CHARGE		*** COMPLETELY DELETED ***	ASCU COMMUNITY CREDIT UNION LIMITED	
AL108463	2012/09/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMMUNITY FIRST CREDIT UNION LIMITED		
REMARKS: T384529.						
AL200663	2019/06/28	TRANSFER		*** COMPLETELY DELETED *** MATTILA, DEBORAH LYNN MATTILA, PERRY JAMES	MATTILA, NICOLE LYNN IBBITSON, DONALD PERRY	
REMARKS: PLANNING ACT STATEMENTS.						
AL200664	2019/06/28	CHARGE		*** COMPLETELY DELETED *** MATTILA, NICOLE LYNN	MATTILA, PERRY JAMES	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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 REGISTRY  
 OFFICE #1

31576-0184 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL231612	2021/07/15	DISCH OF CHARGE		IBBITSON, DONALD PERRY *** COMPLETELY DELETED *** MATTILA, PERRY JAMES MATTILA, DEBORAH LYNN	MATTILA, DEBORAH LYNN	
	REMARKS: AL200664.					
AL231627	2021/07/15	TRANSFER		*** COMPLETELY DELETED *** MATTILA, NICOLE LYNN IBBITSON, DONALD PERRY	13102793 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
AL234000	2021/08/23	CHARGE		*** COMPLETELY DELETED *** 13102793 CANADA INC.	OLYMPIA TRUST COMPANY	
AL234001	2021/08/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 13102793 CANADA INC.	OLYMPIA TRUST COMPANY	
	REMARKS: AL234000					
AL268201	2023/08/09	CHARGE	\$219,900	13102793 CANADA INC.	OLYMPIA TRUST COMPANY	C
AL268202	2023/08/09	NO ASSGN RENT GEN		13102793 CANADA INC.	OLYMPIA TRUST COMPANY	C
	REMARKS: AL268201					
AL268331	2023/08/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
	REMARKS: AL234000.					
AL270821	2023/10/04	TRANSFER	\$2	13102793 CANADA INC.	1000593693 ONTARIO INC	C
AL270822	2023/10/04	CHARGE	\$400,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270823	2023/10/04	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
	REMARKS: AL270822					

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

PROPERTY DESCRIPTION: LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE

159 Wellington Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY24640	1914/09/01	PLAN SUBDIVISION				C
REMARKS: RY24640=PL24640						
T280452	1987/09/10	TRANSFER		*** COMPLETELY DELETED ***	CHRISTIAN, ALFRED CHRISTIAN, MARGARET	
T307493	1989/11/08	CHARGE		*** COMPLETELY DELETED ***	ONTARIO MORTGAGE CORPORATION	
LT263468	2006/02/28	APL OF SURV-LAND		*** COMPLETELY DELETED *** CHRISTIAN, ALFRED	CHRISTIAN, MARGARET	
LT263469	2006/02/28	TRANSFER		*** COMPLETELY DELETED *** CHRISTIAN, MARGARET	KAMULA, MATIAS	
CORRECTIONS: 'TRANSFEE' CHANGED FROM 'KAMULA, MATIUS' TO 'KAMULA, MATIAS' ON 2006/03/16 BY IRENE DELUCE.						
LT263470	2006/02/28	CHARGE		*** COMPLETELY DELETED *** KAMULA, MATIAS	THE TORONTO-DOMINION BANK	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT264420	2006/03/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** ONTARIO MORTGAGE CORPORATION		
	REMARKS: RE: T307493					
AL132126	2014/05/30	TRANSFER		*** COMPLETELY DELETED *** KAMULA, MATIAS	LETHBRIDGE, DANIEL ROBERT	
	REMARKS: PLANNING ACT STATEMENTS.					
AL132127	2014/05/30	CHARGE		*** COMPLETELY DELETED *** LETHBRIDGE, DANIEL ROBERT	ROYAL BANK OF CANADA	
AL133225	2014/06/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: LT263470.					
AL226422	2021/04/14	TRANSFER		*** COMPLETELY DELETED *** LETHBRIDGE, DANIEL ROBERT	12864843 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
579 AL226423	2021/04/14	CHARGE		*** COMPLETELY DELETED *** 12864843 CANADA INC.	THE LION'S SHARE GROUP INC.	
AL226424	2021/04/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12864843 CANADA INC.	THE LION'S SHARE GROUP INC.	
	REMARKS: AL226423					
AL227838	2021/05/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE LION'S SHARE GROUP INC.	THE LION'S SHARE GROUP INC. USZYNSKI, KIM	
	REMARKS: AL226423.					
AL229214	2021/06/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: AL132127.					
AL257217	2022/11/01	CHARGE	\$170,000	12864843 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY	C
AL257218	2022/11/01	NO ASSGN RENT GEN		12864843 CANADA INC.	LIFT CAPITAL INCORPORATED ROTHER, DANNY	C
	REMARKS: AL257217					
AL257285	2022/11/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE LION'S SHARE GROUP INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #1

31543-0104 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				USZYNSKI, KIM		
AL270801	2023/10/04	TRANSFER	\$2	12864843 CANADA INC.	1000593693 ONTARIO INC	C
AL270802	2023/10/04	CHARGE	\$260,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270803	2023/10/04	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C

REMARKS: AL226423.

REMARKS: AL270802

580

PROPERTY DESCRIPTION: PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE

169 Huron Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **</p>						
RY12983	1905/10/05	PLAN SUBDIVISION				C
T399269	1998/09/17	AGREEMENT			THE CORPORATION OF THE CITY OF SAULT STE. MARIE	C
		REMARKS: ENCROACHMENT				
T408802	1999/10/15	TRANSFER		*** COMPLETELY DELETED ***	GIOVANATTI, IRMA	
T425387	2001/11/16	TRANSFER		*** COMPLETELY DELETED ***	GIOVANATTI, IRMA	
AL95929	2011/12/06	TRANSFER		*** COMPLETELY DELETED *** GIOVANATTI, IRMA	VOROBYEVA, JULIA	
		REMARKS: PLANNING ACT STATEMENTS				
AL95930	2011/12/06	CHARGE		*** COMPLETELY DELETED *** VOROBYEVA, JULIA	FIRST NATIONAL FINANCIAL GP CORPORATION	
AL95931	2011/12/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** VOROBYEVA, JULIA	FIRST NATIONAL FINANCIAL GP CORPORATION	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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OFFICE #1

31576-0176 (LT)

PREPARED FOR Jennifer2  
ON 2025/01/14 AT 14:31:41

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AL227996	2021/05/13	TRANSFER		*** COMPLETELY DELETED *** VOROBYEVA, JULIA	12951274 CANADA INC.	
AL227997	2021/05/13	CHARGE		*** COMPLETELY DELETED *** 12951274 CANADA INC.	OLYMPIA TRUST COMPANY	
AL227998	2021/05/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12951274 CANADA INC.	OLYMPIA TRUST COMPANY	
AL231238	2021/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION		
AL270806	2023/10/04	TRANSFER	\$2	12951274 CANADA INC.	1000593693 ONTARIO INC	C
AL270807	2023/10/04	CHARGE	\$220,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270808	2023/10/04	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL277082	2024/03/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		

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PROPERTY DESCRIPTION: PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE

246 St. James Street, Sault Ste. Marie

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2005/09/26

OWNERS' NAMES

1000593693 ONTARIO INC

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/09/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2005/09/26 **</p>						
J727	1895/09/19	PLAN SUBDIVISION				C
T311852	1990/03/20	TRANSFER		*** COMPLETELY DELETED ***	HORNE, ALLISON ANNE	
AL48514	2009/01/05	TRANSFER		*** COMPLETELY DELETED *** HORNE, ALLISON ANNE	A-Z HOME INVESTMENTS CORPORATION	
REMARKS: PLANNING ACT STATEMENTS						
AL48515	2009/01/05	CHARGE		*** COMPLETELY DELETED *** A-Z HOME INVESTMENTS CORPORATION	CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES	
AL159305	2016/05/02	TRANSFER		*** COMPLETELY DELETED *** A-Z HOME INVESTMENTS CORPORATION	SOLTYS, CHRISTOPHER JOHN SOLTYS, TAMARA LYNN	
REMARKS: PLANNING ACT STATEMENTS.						
AL159306	2016/05/02	CHARGE		*** COMPLETELY DELETED *** SOLTYS, CHRISTOPHER JOHN SOLTYS, TAMARA LYNN	ROYAL BANK OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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 OFFICE #1

31575-0178 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AL160240	2016/05/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC., TRADING AS FIRSTLINE MORTGAGES		
	REMARKS: AL48515.					
AL179713	2017/10/26	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
AL233983	2021/08/23	TRANSFER		*** COMPLETELY DELETED *** SOLTYS, CHRISTOPHER JOHN SOLTYS, TAMARA LYNN	12972573 CANADA INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
AL233984	2021/08/23	CHARGE		*** COMPLETELY DELETED *** 12972573 CANADA INC.	OLYMPIA TRUST COMPANY	
AL233985	2021/08/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12972573 CANADA INC.	OLYMPIA TRUST COMPANY	
	REMARKS: AL233984.					
AL237366	2021/10/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: AL159306.					
AL247384	2022/05/04	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
	REMARKS: AL179713.					
AL247385	2022/05/04	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
AL257572	2022/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
	REMARKS: AL233984.					
AL258049	2022/11/17	CHARGE		*** COMPLETELY DELETED *** 12972573 CANADA INC.	OLYMPIA TRUST COMPANY NAVAKUMAR, HARIHARAN	
AL258050	2022/11/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 12972573 CANADA INC.	OLYMPIA TRUST COMPANY NAVAKUMAR, HARIHARAN	
	REMARKS: AL258049.					
AL259864	2022/12/29	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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 REGISTRY  
 OFFICE #1

31575-0178 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				2035881 ONTARIO INC.		
AL270810	2023/10/04	TRANSFER	\$2	12972573 CANADA INC.	1000593693 ONTARIO INC	C
AL270811	2023/10/04	CHARGE	\$280,000	1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL270812	2023/10/04	NO ASSGN RENT GEN		1000593693 ONTARIO INC	CAISSE DESJARDINS ONTARIO CREDIT UNION INC	C
AL271979	2023/10/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY NAVAKUMAR, HARIHARAN		

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This is **Exhibit “124”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

PART I - GUARANTEE

The undersigned, NELS J MOXNESS (the "Guarantor")

hereby jointly and severally guarantee(s) the obligations of 12905060 CANADA INC. (the "Member")

to CAISSE DESJARDINS ONTARIO CREDIT UNION INC. (the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- Checked box: (Loan or variable credit) agreement Loan of \$ 600,000.00 executed on 2022-06-28
Unchecked boxes for other loan agreements.

this guarantee being limited to the sum of \$ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

conditional sales contract of \$ executed between the Member and (the "Supplier") on and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES. This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them.
2. SUFFICIENT CONSIDERATION. This guarantee has been given for valuable consideration.
3. OTHER OBLIGATIONS OF MEMBER. The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
4. ADDITIONAL COVENANTS. The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.
5. REMEDIES. The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee.
6. ACCEPTANCE OF ACCOUNT BY GUARANTOR. The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
7. DEMAND FOR PAYMENT. Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.
10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

11. **SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

12. **TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.
13. **PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

14. **GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. **RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.
16. **ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.
17. **ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.
18. **SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.
19. **NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, in Ontario, on June 28<sup>th</sup>, 2022

  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

**NELS J MOYNESS**  
Name (print)

\_\_\_\_\_  
Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

This is **Exhibit “125”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, NELS J MOXNESS  
Name of Guarantor(s) (the "Guarantor")

hereby jointly and severally guarantee(s) the obligations of 1000373090 ONTARIO INC.  
Name of Member (the "Member")

to CAISSE DES JARDINS ONTARIO CREDIT UNION INC.  
Name of Financial Institution  
(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit) agreement loan of \$ 530,000.00  
executed on 2023-02-06;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
and thereafter assigned to the Financial Institution.

#### IT IS FURTHER COVENANTED AS FOLLOWS:

1. **CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
2. **SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
3. **OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
4. **ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
5. **REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
6. **ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
7. **DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

11. **SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

12. **TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

13. **PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

14. **GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. **RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

16. **ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

17. **ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

18. **SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

19. **NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, Ont., in Ontario, on FEB 6<sup>th</sup>, 2023

Signature of Guarantor or representative

Signature of Guarantor or representative

**NELS J MOXNESS**  
Name (print)

Name (print)

**2025 MARIA ST APP 807, BURLINGTON, ON, L7R 0E9**  
Address

Address

Signature of Guarantor or representative


Signature of Guarantor or representative

Name (print)

Name (print)

This is **Exhibit “126”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**



## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, NELS J MOXNESS  
\_\_\_\_\_  
\_\_\_\_\_  
Name of Guarantor(s) (the "Guarantor")

hereby jointly and severally guarantee(s) the obligations of 14611799 CANADA INC.  
\_\_\_\_\_  
\_\_\_\_\_  
Name of Member (the "Member")

to CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
\_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit) agreement \_\_\_\_\_ of \$ 581,000.00  
executed on 2023-02-22 \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit) agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
\_\_\_\_\_  
Name of Supplier (the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

1. **CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
2. **SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
3. **OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
4. **ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
5. **REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
6. **ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
7. **DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may

8. **EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

9. **ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

10. **OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

11. **SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

12. **TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

13. **PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

14. **GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. **RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.


16. **ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

17. **ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

18. **SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

19. **NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, in Ontario, on 02.22.23

  
 \_\_\_\_\_  
 Signature of Guarantor or representative

\_\_\_\_\_  
 Signature of Guarantor or representative

**NELS J. MOXNESS**  
 \_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Name (print)

**2025 MARIA ST., APP 807, BURLINGTON, ON, L7R 0E9**  
 \_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature of Guarantor or representative

\_\_\_\_\_  
 Signature of Guarantor or representative

\_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Name (print)

This is **Exhibit “127”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM**

**PART I - GUARANTEE**

The undersigned, NELS J MOXNESS (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of 14825641 CANADAN INC. (the "Member")  
Name of Member

to CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement loan of \$ 560,000  
 executed on 2023-04-06;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
 \_\_\_\_\_ (the "Supplier") on \_\_\_\_\_  
 \_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, in Ontario, on 2023-04-06.

  
\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

**NELS J MOXNESS**  
\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

**2025 MARIA ST APP 807, BURLINGTON, ON, L7R 0E9**  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address  
CF-01255-801A-CL

This is **Exhibit “128”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**14825641 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **806,250.00**  
executed on **2023-04-05** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, in Ontario, on 2023-04-05.

  
\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

**NELS J MOXNESS**  
\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

**2025 MARIA ST APP 807, BURLINGTON, ON, L7R 0E9**  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Signature of Guarantor or representative

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

This is **Exhibit “129”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **150,779.00**  
executed on **2023-05-02** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

### IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

Nels Moxness

Nels Moxness (May 2, 2023 09:50 EDT)

Signature of Guarantor or representative

Signature of Guarantor or representative

**NELS J MOXNESS**

Name (print)

Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**

Address

Address

Signature of Guarantor or representative

Signature of Guarantor or representative

Name (print)

Name (print)

Address

Address

This is **Exhibit “130”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **202,303.00**  
executed on **2023-05-02** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

#### IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

Nels Moxness

Nels Moxness (May 2, 2023 10:02 EDT)

Signature of Guarantor or representative

**NELS J MOXNESS**

Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**

Address

Signature of Guarantor or representative

Name (print)

Address

CF-01255-801A-CL

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

This is **Exhibit "131"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM**

**PART I - GUARANTEE**

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** (the "Guarantor")  
 Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** (the "Member")  
 Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**  
 Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ **156,969.00**  
 executed on **2023-05-02** \_\_\_\_\_ ;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_ ;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_ ;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_ ;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_ ;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
 executed on \_\_\_\_\_ ;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
 Name of Supplier  
 (the "Supplier") on \_\_\_\_\_  
 \_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

*Nels Moxness*

Nels Moxness (May 2, 2023 10:22 EDT)

Signature of Guarantor or representative

Signature of Guarantor or representative

**NELS J MOXNESS**

Name (print)

Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**

Address

Address

Signature of Guarantor or representative

Signature of Guarantor or representative

Name (print)

Name (print)

Address

Address

This is **Exhibit “132”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **154,994.00**  
executed on **2023-05-02** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

#### IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

Nels Moxness

Nels Moxness (May 2, 2023 12:25 EDT)

Signature of Guarantor or representative

**NELS J MOXNESS**

Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**

Address

Signature of Guarantor or representative

Name (print)

Address

CF-01255-801A-CL

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

This is **Exhibit “133”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Yuan Li*

2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **188,971.00**  
executed on **2023-05-02** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

  
Nels Moxness (May 2, 2023 13:13 EDT)  
Signature of Guarantor or representative

**NELS J MOXNESS**  
Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**  
Address

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

This is **Exhibit “134”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## SPECIFIC GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

The undersigned, \_\_\_\_\_

**NELS J MOXNESS** \_\_\_\_\_ (the "Guarantor")  
Name of Guarantor(s)

hereby jointly and severally guarantee(s) the obligations of \_\_\_\_\_

**12631521 CANADA INC.** \_\_\_\_\_ (the "Member")  
Name of Member

to **CAISSE DESJARDINS ONTARIO CREDIT UNION INC.** \_\_\_\_\_  
Name of Financial Institution

(the "Financial Institution") pursuant to the following credit agreements, which I have been made aware of:

- (Loan or variable credit)** agreement \_\_\_\_\_ **Loan** \_\_\_\_\_ of \$ **180,136.00**  
executed on **2023-05-02** \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;
- (Loan or variable credit)** agreement \_\_\_\_\_ of \$ \_\_\_\_\_  
executed on \_\_\_\_\_;

this guarantee being limited to the sum of \$ \_\_\_\_\_ together with fees and interest thereon, calculated at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment;

- conditional sales contract of \$ \_\_\_\_\_ executed between the Member and \_\_\_\_\_  
Name of Supplier  
(the "Supplier") on \_\_\_\_\_  
\_\_\_\_\_ and thereafter assigned to the Financial Institution.

IT IS FURTHER COVENANTED AS FOLLOWS:

- 1. CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- 2. SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- 3. OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- 4. ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor. All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as Member in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.
- 5. REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- 6. ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- 7. DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.

**8. EXTENT OF GUARANTEE.** The guarantee contained in this Part I – Guarantee shall remain a valid and a continuing specific guarantee for all of the Obligations, notwithstanding the occasional total or partial payment of the Member’s debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution a twenty (20) days’ prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor’s liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days’ notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I – Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member’s Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member’s financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

**9. ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member’s Obligations.

**10. OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member’s Obligations.

**PART II – SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member’s Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, the whole without in any way limiting or lessening the Guarantor’s liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution’s prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further actions that may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II – Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II – Subrogation and Postponement of Claim shall be independent of Part I – Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I – Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III – INTERPRETATION**

**14. GOVERNING LAW.** This Specific Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this Specific Guarantee and Postponement of Claim.

**16. ENUREMENT.** This Specific Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this Specific Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this Specific Guarantee and Postponement of Claim. This Specific Guarantee and Postponement of Claim 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 this Specific Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this Specific Guarantee and Postponement of Claim 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 Specific Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Specific Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this Specific Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at virtually, in Ontario, on May 2, 2023.

  
Nels Moxness (May 2, 2023 20:07 EDT)

Signature of Guarantor or representative  
**NELS J MOXNESS**  
Name (print)

**2025 MARIA ST, APP 807, BURLINGTON, ON, L7R 0E9**  
Address

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address

This is **Exhibit “135”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

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Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

## GENERAL GUARANTEE AND POSTPONEMENT OF CLAIM

### PART I - GUARANTEE

In consideration of CAISSE DESJARDINS ONTARIO CREDIT UNION INC.'s  
(the "Financial Institution") agreement to finance 1000593693 ONTARIO INC.  
(the "Member") and for such other valuable consideration, the receipt and sufficiency of which is hereby accepted, the undersigned, NELS J MOXNESS  
(the "Guarantor") covenants to jointly and severally guarantee all of the financial obligations of the Member to the Financial Institution, whether present or future, direct or indirect, whether matured or not, (the "Obligations"), provided that the Guarantor's liability herein shall be limited to the payment by the Guarantor of an amount which shall not exceed four million four hundred and thirty-six thousand  
4,436,000.00 dollars (\$ 4,436,000.00) in principal and interest, together with all fees and interests applicable thereto, at the same rate as that charged to the Member, from the date upon which the Financial Institution provides the Member with a demand for payment.

#### IT IS FURTHER CONVENANTED AS FOLLOWS:

- CHANGES IN PARTIES.** This guarantee shall be a continuing guarantee and the Guarantor's liability shall not be discharged or otherwise released as a result of a change in the name or capacity of the Member or the Guarantor or as a result of the death of either of them. This guarantee shall further secure all amounts that become owing to the Financial Institution and any arrears owing to the Financial Institution. Furthermore, the Guarantor's liability shall not be discharged as a result of any merger or amalgamation of the Financial Institution with another financial institution and this continuing guarantee shall remain valid in favour of the entity that would result from such merger or amalgamation.
- SUFFICIENT CONSIDERATION.** This guarantee has been given for valuable consideration.
- OTHER OBLIGATIONS OF MEMBER.** The Guarantor is liable to the Financial Institution for all of the Member's Obligations, including all interest, legal fees, costs and expenses which may be incurred by the Financial Institution in order to collect any amounts from the Guarantor; interest shall be calculated at the same rate as stipulated in the Member's Obligations.
- ADDITIONAL COVENANTS.** The Guarantor is not released from his or her obligations contained herein simply because the Financial Institution may, from time to time grant time and other indulgences, may vary, amend, renew or otherwise modify the terms of the Member's Obligations, including agreeing to accept or accepting any compromise which may result in the Member's discharge and the Financial Institution is hereby relieved of any obligation to so notify the Guarantor.

All advances, renewals and credits made or granted by the Financial Institution purportedly to or for the Member after the bankruptcy or insolvency of the Member but before the Financial Institution has received written notice thereof, shall be deemed to form part of the Obligations, and all advances, renewals and credits obtained from the Financial Institution purportedly by or on behalf of the Member shall be deemed to form part of the Obligations, notwithstanding any lack or limitation of power, incapacity or disability of the Member, or any irregularity, defect or lack of formality in the obtaining of such advances, renewals or credits, whether or not the Financial Institution had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as borrower in respect thereof and shall be paid to the Financial Institution on demand, with interest and other charges applicable thereto.

- REMEDIES.** The Financial Institution can demand payment from the Guarantor notwithstanding that it may not have attempted to obtain such payment from the Member, another guarantor or any other person which may have provided a security or a guarantee. The Financial Institution is not required to demand payment from all guarantors (when there is more than one); the Financial Institution may choose to demand payment solely from the Guarantor or from any other or all other guarantors.
- ACCEPTANCE OF ACCOUNT BY GUARANTOR.** The Guarantor shall be bound by any account settled between the Member and the Financial Institution, and if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Financial Institution shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Member to the Financial Institution or remains unpaid by the Member to the Financial Institution.
- DEMAND FOR PAYMENT.** Upon receipt of a demand for payment, the Guarantor shall immediately pay the amount owing to the Financial Institution. Furthermore, if the Member fails to make a payment to the Financial Institution, the Financial Institution may accelerate and demand payment of all future sums which may not yet have been owing and demand that the Guarantor pay same forthwith.
- EXTENT OF GUARANTEE.** The guarantee contained in this Part I - Guarantee shall remain a valid and a continuing general guarantee for all of the Obligations, notwithstanding the occasional, total or partial payment of the Member's debts and will continue to bind the Guarantor and his successors and assigns unless and until the Guarantor has provided the Financial Institution twenty (20) days' prior written notice of its intent to terminate this guarantee. Such notice shall have no effect upon and shall not discharge the Guarantor's liability herein for any debts contracted by the Member prior to the expiry of the said twenty (20) days' notice.

The Guarantor covenants and agrees that should the Financial Institution receive from the Guarantor any payments for the whole or any part of the Obligations contemplated by this Part I - Guarantee, the Guarantor shall not attempt to claim such payments from the Member as long as any debts and Obligations of the Member to the Financial Institution remain outstanding. The Guarantor continues to be liable to the Financial Institution, notwithstanding any discharge, up to the amount indicated herein, if any, less any amounts paid by the Guarantor to the Financial Institution on account of any of the Member's Obligations. Should the Financial Institution be required to place a value on the security it holds, whether or not it is required to hold same, the Obligations of the Member to the Financial Institution shall not be diminished in any way.

The Guarantor covenants to review the Member's financial condition from time to time and hereby relieves the Financial Institution from any obligation or liability therefor.

- ADDITIONAL GUARANTORS.** If there is more than one Guarantor, they all accept to jointly and severally guarantee all of the Member's Obligations.
- OTHER GUARANTEES.** This guarantee is not a substitute for but is rather an addition to any other guarantee which the Financial Institution holds or may hold as security for the Member's Obligations.

**PART II - SUBROGATION AND POSTPONEMENT OF CLAIM**

**11. SUBROGATION AND POSTPONEMENT OF CLAIM.** The Guarantor covenants that all indebtedness and liability, present and future, of the Member to the Guarantor are hereby assigned to the Financial Institution and postponed to the Member's Obligations to the Financial Institution.

All monies received by the Guarantor in respect of any indebtedness or liability owed to him or her by the Member shall be received in trust for the Financial Institution and forthwith upon receipt shall be paid over to the Financial Institution, without in any way limiting or lessening the Guarantor's liability hereunder. The Guarantor covenants and undertakes that it will not discharge or release the Member of and from any indebtedness or liability that may be owed to him or her by the Member, without the Financial Institution's prior written consent. The Guarantor covenants and undertakes to ensure that said indebtedness or liability does not expire as a result of any legislated limitation period, to refrain from assigning or transferring in any manner, in whole or in part, its rights under said indebtedness or liability to any party other than the Financial Institution and to refrain from requiring security or any other acknowledgement regarding such indebtedness or liability unless done for the purpose of remitting to the Financial Institution any amount owing to the Guarantor by the Member and, in such case, said indebtedness and liability are effectively transferred to the Financial Institution without any other formality being required.

In the event that the Member is involved in liquidation or bankruptcy proceedings (whether voluntary or not), proceeds with a bulk sale of all or part of its assets, makes a proposal for the benefit of its creditors, any dividend or other amount payable to or for the order of the Guarantor with respect to the said indebtedness or liability owed to it by the Member is effectively transferred to the Financial Institution, which shall be entitled to receive same upon presentation of this guarantee and that shall be sufficient authority to effectively direct payment thereof to the Financial Institution. The Guarantor covenants and undertakes to execute any further documents, take any further action which may be desirable in order to give full effect to this guarantee and every part hereof.

**12. TERMINATION.** Provided the Member has no further Obligations to the Financial Institution, this Part II - Subrogation and Postponement of Claim can be terminated by the Guarantor (or by his or her estate following his or her death) by providing the Financial Institution with notice thereof in writing.

**13. PARTS I AND II INDEPENDENT.** Part II - Subrogation and Postponement of Claim shall be independent of Part I - Guarantee and shall remain in full force and effect notwithstanding that the liability of the Guarantor may be released or discharged under Part I - Guarantee or as a result of the Financial Institution having received a notice pursuant to section 8 herein.

**PART III - INTERPRETATION**

**14. GOVERNING LAW.** This General Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**15. RECEIPT.** The Guarantor acknowledges receipt of this General Guarantee and Postponement of Claim.


**16. ENUREMENT.** This General Guarantee and Postponement of Claim shall enure to the benefit of and be binding upon the Guarantor and its respective heirs, executors, administrators, successors, legal representatives and permitted assigns and shall enure to the benefit of and be binding upon the Financial Institution, its successors and legal representatives.

**17. ENTIRE AGREEMENT.** Any agreement between the Financial Institution and the Guarantor diminishing the liability of the Guarantor under this General Guarantee and Postponement of Claim, altering any term of this guarantee or imposing any condition against the operation of any such term is of no further force or effect. Any representation made by the Financial Institution having such effect is waived. The Guarantor warrants that there are no agreements, representations or conditions that have been relied upon by the Guarantor that are not expressed in this General Guarantee and Postponement of Claim. This General Guarantee and Postponement of Claim 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 this General Guarantee and Postponement of Claim.

**18. SEVERABILITY.** If any article, section or any portion of any section of this General Guarantee and Postponement of Claim 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 General Guarantee and Postponement of Claim and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this General Guarantee and Postponement of Claim.

**19. NOTICE.** No action may be taken against the Guarantor unless a demand for payment has been made. Immediately upon demand being made upon the Guarantor, the Guarantor shall pay to the Financial Institution the amount demanded. For the purpose of this General Guarantee and Postponement of Claim, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Guarantor or if sent by ordinary first class mail within Canada, postage prepaid. All such demands shall be deemed to have been received when hand delivered or transmitted, if mailed, 48 hours after 12:01 a.m., on the day following the day of the mailing thereof.

Signed at Burlington, in Ontario, on 2023-09-11.

  
Signature of Guarantor or representative

**NELS J MOXNESS**  
Name (print)

**2025 MARIA ST APP 807, BURLINGTON, ON, L7R 0E9**  
Address

Signature of Guarantor or representative

Name (print)

Address

Signature of Guarantor or representative

Name (print)

Address


Signature of Guarantor or representative

Name (print)

Address

This is **Exhibit “136”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 4, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10021311

**BY REGISTERED MAIL & EMAIL**

**12905060 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 12905060 Canada Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated as of June 28, 2022 with loan number 725510-PR-1 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

**Gowling WLG (Canada) LLP**  
One Main Street West  
Hamilton ON L8P 4Z5 Canada

**T +1 905 540 8208**  
**F +1 905 528 5833**  
**gowlingwlg.com**

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at [gowlingwlg.com/legal](http://gowlingwlg.com/legal).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.


Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 14, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

**SCHEDULE "A"**  
**LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725510-PR-1;

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725510-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$ \$592,536.42
Applicable interest rate	5.800%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 12905060 Canada Inc., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 4<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
BART SARSH

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 12905060 Canada Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**12905060 Canada Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725510-PR-1

- a) Charge/Mortgage in the amount of \$600,000.00 registered against the property located at 1674 Wellington Street, Sault Ste. Marie, Ontario on July 7, 2022 as Instrument No. AL251078;
- b) Notice of Assignment of Rents registered against the property municipally known as 1674 Wellington Street, Sault Ste. Marie, Ontario on July 7, 2022 as Instrument No. AL251079;
- c) Guarantee from Nels J. Moxness for the amount of \$600,000.00 dated June 28, 2022;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725510-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$ \$592,536.42
Applicable interest rate	5.800%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 4, 2025 11:43 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10021311 - Desjardins re 12905060 Canada Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-04 Demand Letter and NITES re 12905060 Canada Inc(66451111.3).pdf

Good afternoon,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

[Gowling WLG](http://Gowling WLG) | 1,500+ legal professionals worldwide


**REGISERTED MAIL**

KAYLA DROUIN  
FEBRUARY 4, 2025  
File # G10021311

1. **12905060 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

 RN 862 201 494 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

 RN 862 201 503 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

 RN 862 201 517 CA

3



**Tracking number:**

RN862201494CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 6**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:37 am		Signature available	
Feb. 5	11:37 am	HAMILTON,ON	Delivered	
Feb. 5	9:10 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:50 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:48 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201494CA

Product Name Lettermail

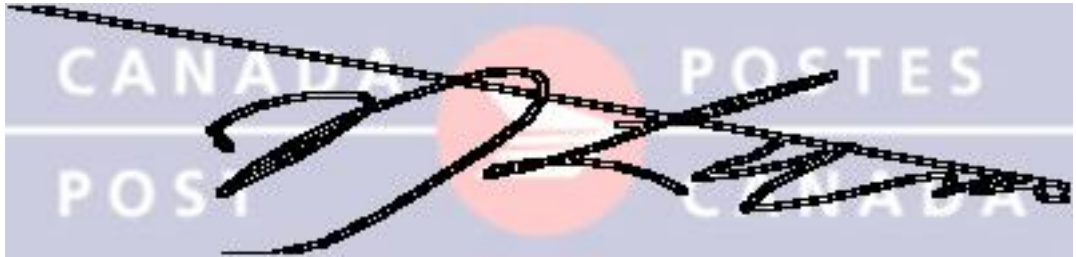
Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A handwritten signature in black ink, appearing to read 'NICOLE 100', is written over a large, semi-transparent watermark of the Canada Post logo. The logo features the words 'CANADA' and 'POSTES' at the top and 'POST' and 'CANADA' at the bottom, with a red maple leaf in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201503CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 24			Signature available	
Feb. 24		HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 24	8:08 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 24	5:24 am	HAMILTON,ON	Item processed	
Feb. 24	1:30 am	STONEY CREEK,ON	Item processed	
Feb. 21	7:08 pm	STONEY CREEK,ON	Item processed	
Feb. 21	11:36 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 21	11:36 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 10	10:52 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 5	5:01 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 5	2:38 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 5	1:10 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 5	6:28 am	BURLINGTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:48 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Signature Required on Return



**Tracking number:**

RN862201517CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:37 am		Signature available	
Feb. 5	11:37 am	HAMILTON,ON	Delivered	
Feb. 5	9:10 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:50 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:48 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201517CA

Product Name Lettermail


Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A scanned signature in black ink, appearing as a series of overlapping, somewhat chaotic lines. The signature is overlaid on a semi-transparent watermark of the Canada Post logo, which includes the words "CANADA POSTES" and "POST CANADA" in a light blue font.

---

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “137”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 6, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10027283

**BY REGISTERED MAIL & EMAIL**

**1000373090 Ontario Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 1000373090 Ontario Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated February 6, 2023 with loan number 725591-PR-1 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreement**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreement and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of February 4, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a guarantee agreement (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreement and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 16, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

**SCHEDULE "A"**

**LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725591-PR-1;

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF February 4, 2025\***

<b>Loan Number 725591-PR-1</b>	
<b>February 4, 2025</b>	
Outstanding indebtedness	\$530,669.08
Applicable interest rate	6.210%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 1000373090 Ontario Inc., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 6<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**



Per: \_\_\_\_\_

**BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 1000373090 Ontario Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**1000373090 Ontario Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725591-PR-1

- a) Charge/Mortgage in the amount of \$710,000.00 registered against the property located at 407 Dupont Street, Sudbury, Ontario on February 23, 2023 as Instrument No. SD471300;
- b) Notice of Assignment of Rents registered against the property municipally known as 407 Dupont Street, Sudbury, Ontario on February 23, 2023 as Instrument No. SD471301;
- c) Guarantee from Nels J. Moxness for the amount of \$530,000.00 dated February 6, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF February 4, 2025\***

<b>Loan Number 725591-PR-1</b>	
<b>February 4, 2025</b>	
Outstanding indebtedness	\$530,669.08
Applicable interest rate	6.210%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 6, 2025 9:24 AM  
**To:** 'nels.moxness@gmail.com'  
**Cc:** 'Sarsh, Bart'; 'caroline.mowat@gowlingwlg.com'  
**Subject:** RE: G10027283 - Desjardins re 1000373090 Ontario Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-06 Demand Letter and NITES re 1000373090 Ontario In(66487045.2).pdf

My apologies, please find attached a copy of the signed letter.

We look forward to hearing from you.

Thank you.

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
[kayla.drouin@gowlingwlg.com](mailto:kayla.drouin@gowlingwlg.com)



---

**From:** Drouin, Kayla  
**Sent:** February 6, 2025 9:21 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart <bart.sarsh@gowlingwlg.com>; caroline.mowat@gowlingwlg.com  
**Subject:** G10027283 - Desjardins re 1000373090 Ontario Inc / Moxness - Demand and NITES

Good morning,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
[kayla.drouin@gowlingwlg.com](mailto:kayla.drouin@gowlingwlg.com)



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada

**REGISERTED MAIL**  
KAYLA DROUIN  
FEBRUARY 6, 2025  
File # G10027283

1. **1000373090 Ontario Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

*1683*  
R RN 862 201 790 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

*1683*  
R RN 862 201 772 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

*1683*  
R RN 862 201 769 CA

③



**Tracking number:**

RN862201790CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 11**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 10	11:59 am		Signature available	
Feb. 10	11:59 am	HAMILTON,ON	Delivered	
Feb. 10	9:01 am	HAMILTON,ON	Item out for delivery	
Feb. 10	6:27 am	HAMILTON,ON	Item processed	
Feb. 8	12:01 am		Expected delivery date updated	
Feb. 7	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 6	5:30 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201790CA

Product Name Lettermail

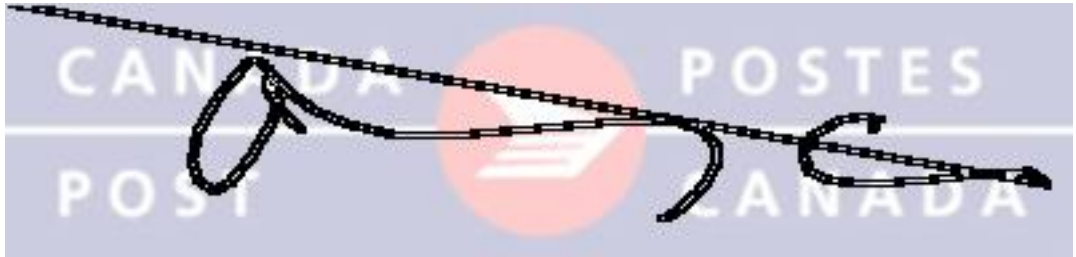
Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-10

Signatory Name MARISSA G100

Signature

A handwritten signature in black ink, appearing to read 'MARISSA G100', is written over a large, semi-transparent watermark of the Canada Post logo. The logo features the words 'CANADA POSTES' and 'POST CANADA' in a light blue font, with a red circular emblem containing a white stylized bird or arrow in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201772CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 11

**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 27			Signature available	
Feb. 27		HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 27	8:14 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 27	6:25 am	HAMILTON,ON	Item processed	
Feb. 26	9:46 pm	STONEY CREEK,ON	Item processed	
Feb. 26	10:10 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 26	10:10 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 15	12:18 pm	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 10	8:14 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 10	3 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 10	1:21 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 10	5:29 am	BURLINGTON,ON	Item processed	
Feb. 8	12:01 am		Expected delivery date updated	
Feb. 7	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 6	5:30 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required on Return

Signature Required



**Tracking number:**

RN862201769CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 11

**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 10	11:58 am		Signature available	
Feb. 10	11:58 am	HAMILTON,ON	Delivered	
Feb. 10	9:01 am	HAMILTON,ON	Item out for delivery	
Feb. 10	6:27 am	HAMILTON,ON	Item processed	
Feb. 8	12:02 am		Expected delivery date updated	
Feb. 7	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 6	5:30 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201769CA

Product Name Lettermail

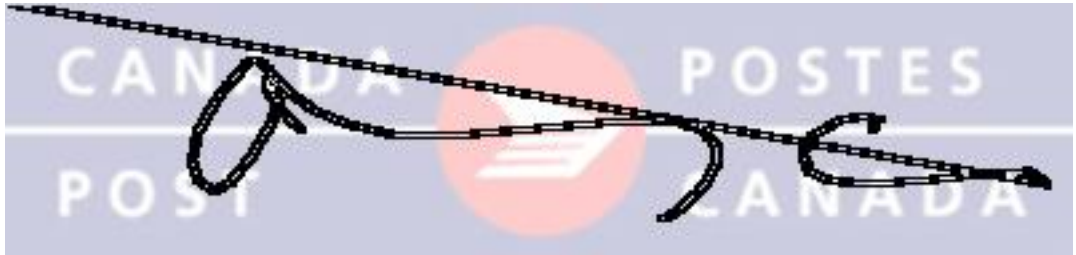
Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-10

Signatory Name MARISSA G100

Signature

A handwritten signature in black ink, appearing to read 'MARISSA G100', is written over a large, semi-transparent watermark of the Canada Post logo. The logo features the words 'CANADA POSTES' and 'POST CANADA' in a light blue font, with a red circular emblem containing a white stylized bird or arrow in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “138”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 5, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10021308

**BY REGISTERED MAIL & EMAIL**

**14611799 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 14611799 Canada Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated as of February 22, 2023 with loan number 725595-PR-1 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 15, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

## **SCHEDULE "A"**

### **LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725595-PR-1;

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725595-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$582,899.20
Applicable interest rate	5.90%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 14611799 Canada Inc., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 5<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
\_\_\_\_\_

**BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 14611799 Canada Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**14611799 Canada Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725595-PR-1

- a) Charge/Mortgage in the amount of \$775,000.00 registered against the property located at 221 Nolin Street, Sudbury, Ontario on March 2, 2023 as Instrument No. SD471762;
- b) Notice of Assignment of Rents registered against the property municipally known as 221 Nolin Street, Sudbury, Ontario on March 2, 2023 as Instrument No. SD471763;
- c) Guarantee from Nels J. Moxness for the amount of \$581,000.00 dated February 22, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725595-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$582,899.20
Applicable interest rate	5.90%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 5, 2025 9:48 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10021308 - Desjardins re 14611799 Canada Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-05 Demand Letter and NITES re 14611799 Canada Inc(66464823.2).pdf

Good morning,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

[Gowling WLG](http://Gowling WLG) | 1,500+ legal professionals worldwide

**REGISERTED MAIL**

KAYLA DROUIN  
FEBRUARY 5, 2025  
File # G10021308

1. **14611799 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

1683  
R RN 862 201 605 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

1683  
R RN 862 201 596 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

1683  
R RN 862 201 582 CA



3

**Tracking number:**

RN862201605CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:50 am		Signature available	
Feb. 7	10:50 am	HAMILTON,ON	Delivered	
Feb. 7	8:57 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:20 am	HAMILTON,ON	Item processed	
Feb. 7	12:33 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201605CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

A handwritten signature in black ink, appearing to read "NICOLE G100", is written over a large, semi-transparent watermark of the Canada Post logo. The watermark consists of the words "CANADA" and "POSTES" in the top half and "POST" and "CANADA" in the bottom half, with a red stylized arrow in the center.

---

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201596CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 10

**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 25	9:51 am		Signature available	
Feb. 25	9:51 am	HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 25	8:54 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 25	6:33 am	HAMILTON,ON	Item processed	
Feb. 24	7:43 pm	STONEY CREEK,ON	Item processed	
Feb. 24	10:21 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 24	10:21 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 12	9:53 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 7	6:22 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 7	2:21 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 7	12:27 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 7	7:40 am	BURLINGTON,ON	Item processed	
Feb. 7	12:33 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required on Return

Signature Required

**Tracking number:**

RN862201582CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:51 am		Signature available	
Feb. 7	10:51 am	HAMILTON,ON	Delivered	
Feb. 7	8:57 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:18 am	HAMILTON,ON	Item processed	
Feb. 7	12:34 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201582CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

A handwritten signature in black ink is written over a light blue background that features a large, semi-transparent watermark of the Canada Post logo. The signature is cursive and appears to read 'NICOLE G100'. The watermark consists of the words 'CANADA POSTES' and 'POST CANADA' arranged around a central red maple leaf emblem.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “139”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 5, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10020787

**BY REGISTERED MAIL & EMAIL**

**14833074 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 14833074 Canada Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated as of April 6, 2023 with loan number 725625-PR-1 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 15, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

## **SCHEDULE "A"**

### **LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725625-PR-1;

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725625-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$560,732.27
Applicable interest rate	5.810%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 14833074 Canada Inc., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 5<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
\_\_\_\_\_

**BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 14833074 Canada Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**14833074 Canada Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725625-PR-1

- a) Charge/Mortgage in the amount of \$750,000.00 registered against the property located at 275 Bloor Street, Sudbury, Ontario on April 20, 2023 as Instrument No. SD474110;
- b) Notice of Assignment of Rents registered against the property municipally known as 275 Bloor Street, Sudbury, Ontario on April 20, 2023 as Instrument No. SD474111;
- c) Guarantee from Nels J. Moxness for the amount of \$560,000.00 dated April 6, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725625-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$560,732.27
Applicable interest rate	5.810%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 5, 2025 10:05 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10020787 - Desjardins re 14833074 Canada Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-05 Demand Letter and NITES re 14833074 Canada Inc(66465283.2).pdf

Good morning,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

[Gowling WLG](#) | 1,500+ legal professionals worldwide

**REGISERTE MAIL**

KAYLA DROUIN  
FEBRUARY 5, 2025  
File # G10020787

1. **14833074 Canada Inc**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

1683

**R** RN 862 201 619 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

1683

**R** RN 862 201 622 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

1682

**R** RN 862 201 636 CA

3



**Tracking number:**

RN862201619CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:51 am		Signature available	
Feb. 7	10:51 am	HAMILTON,ON	Delivered	
Feb. 7	8:56 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:20 am	HAMILTON,ON	Item processed	
Feb. 7	12:34 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201619CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

A handwritten signature in black ink, appearing to read "NICOLE G100", is written over a semi-transparent Canada Post logo. The logo consists of the words "CANADA" and "POSTES" in white on a light blue background, with "POST" and "CANADA" in white on a light blue background below it, and a red stylized arrow pointing right in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201622CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 10

**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 25	9:51 am		Signature available	
Feb. 25	9:51 am	HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 25	8:55 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 25	6:33 am	HAMILTON,ON	Item processed	
Feb. 24	7:43 pm	STONEY CREEK,ON	Item processed	
Feb. 24	10:34 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 24	10:34 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 12	9:54 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 7	4:47 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 7	2:21 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 7	12:27 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 7	7:40 am	BURLINGTON,ON	Item processed	
Feb. 7	12:33 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:02 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required on Return

Signature Required

**Tracking number:**

RN862201636CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:50 am		Signature available	
Feb. 7	10:50 am	HAMILTON,ON	Delivered	
Feb. 7	8:56 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:18 am	HAMILTON,ON	Item processed	
Feb. 7	12:33 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201636CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

A handwritten signature in black ink, appearing to read "NICOLE G100", is written over a large, semi-transparent watermark of the Canada Post logo. The watermark consists of the words "CANADA" and "POSTES" in the top half and "POST" and "CANADA" in the bottom half, with a red stylized arrow in the center.

---

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “140”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 4, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10021316

**BY REGISTERED MAIL & EMAIL**

**14825641 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 14825641 Canada Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated as of April 5, 2023 with loan number 725624-PR-1 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 14, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

## **SCHEDULE "A"**

### **LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725624-PR-1;
2. The Borrower has failed to repay the loan in accordance with the Loan Agreements.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725624-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$807,052.80
Applicable interest rate	5.810%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 14825641 Canada Inc., an insolvent person**

Take notice that:

1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 4<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
\_\_\_\_\_ **BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 14825641 Canada Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**14825641 Canada Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

## SCHEDULE "A"

### SECURITY DOCUMENTS

#### Loan Number 725624-PR-1

- a) Charge/Mortgage in the amount of \$1,075,000.00 registered against the property located at 55 Pelham Road, St. Catharines, Ontario on April 21, 2023 as Instrument No. NR640079;
- b) Notice of Assignment of Rents registered against the property municipally known as 55 Pelham Road, St. Catharines, Ontario on April 21, 2023 as Instrument No. NR640080;
- c) Guarantee from Nels J. Moxness for the amount of \$806,250.00 dated April 5, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725624-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$807,052.80
Applicable interest rate	5.810%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 4, 2025 11:31 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10021316 - Dejsardins re 14825641 Canada Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-04 Demand Letter and NITES re 14825641 Canada Inc.(66447146.2).pdf

Good afternoon,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

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**REGISERTED MAIL**  
KAYLA DROUIN  
FEBRUARY 4, 2025  
File # G10021316

1. **14825641 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

1683  
R RN 862 201 857 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

1683  
R RN 862 201 865 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

1683  
R RN 862 201 874 CA

67

CANADA POSTES  
POST CANADA  
105250  
2025 -02- -4  
JACKSON SQUARE PO  
HAMILTON, ONTARIO  
L8P 4S0

**Tracking number:**

RN862201857CA

Delivered

Shipping service: Lettermail

Sender: Unavailable

Delivery standard: Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:37 am		Signature available	
Feb. 5	11:37 am	HAMILTON,ON	Delivered	
Feb. 5	9:11 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:55 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:36 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201857CA

Product Name Lettermail

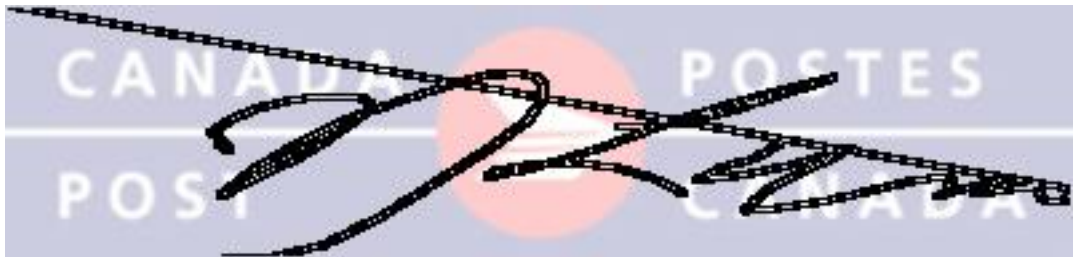
Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A handwritten signature in black ink is written over a large, semi-transparent watermark of the Canada Post logo. The logo features the words "CANADA POSTES" and "POST CANADA" in a light blue font, with a red circular emblem containing a white stylized bird or arrow shape in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201865CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 24			Signature available	
Feb. 24		HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 24	8:08 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 24	5:24 am	HAMILTON,ON	Item processed	
Feb. 24	1:30 am	STONEY CREEK,ON	Item processed	
Feb. 21	7:08 pm	STONEY CREEK,ON	Item processed	
Feb. 21	11:38 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 21	11:38 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 10	10:53 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 5	5 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 5	2:38 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 5	1:10 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 5	6:29 am	BURLINGTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:36 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Signature Required on Return



**Tracking number:**

RN862201874CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:37 am		Signature available	
Feb. 5	11:37 am	HAMILTON,ON	Delivered	
Feb. 5	9:11 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:56 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:36 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201874CA

Product Name Lettermail


Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A handwritten signature in black ink, appearing to read 'NICOLE 100', is written over a large, semi-transparent watermark of the Canada Post logo. The logo features the words 'CANADA POSTES' and 'POST CANADA' in a light blue font, with a red circular emblem containing a white stylized 'P' in the center.

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit "141"** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 4, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10021312

**BY REGISTERED MAIL & EMAIL**

**12631521 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels J. Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 12631521 Canada Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-1 (160 Albert Street East) among the Borrower, as borrower, and the Lender, as lender;
- (ii) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-2 (153 Church Street) among the Borrower, as borrower, and the Lender, as lender;
- (iii) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-3 (678 Albert Street West) among the Borrower, as borrower, and the Lender, as lender;
- (iv) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-4 (461 John Street) among the Borrower, as borrower, and the Lender, as lender;
- (v) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-5 (21 Cathcart Street) among the Borrower, as borrower, and the Lender, as lender;

- (vi) the Financing Offer accepted on May 2, 2023 with loan number 725626-PR-6 (802 Bonney Street) among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the “**Indebtedness**”).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the “**Guarantee**”).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 14, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

**SCHEDULE "A"**  
**LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-1;
2. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-2;
3. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-3;
4. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-4;
5. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-5;
6. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725626-PR-6;

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725626-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$150,642.65
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-2</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$202,120.24
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-3</b>	
--------------------------------	--

<b>January 31, 2025</b>	
Outstanding indebtedness	\$154,853.87
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-4</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$188,800.10
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-5</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$179,973.08
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-6</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$156,725.87
Applicable interest rate	5.830%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 12631521 Canada Inc., an insolvent person**

Take notice that:


1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 4<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
\_\_\_\_\_ **BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 12631521 Canada Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**12631521 Canada Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725626-PR-1

- a) Charge/Mortgage in the amount of \$330,000.00 registered against the property located at 160 Albert Street East, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264332;
- b) Notice of Assignment of Rents registered against the property municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264333;
- c) Guarantee from Nels J. Moxness for the amount of \$150,779.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725626-PR-2

- a) Charge/Mortgage in the amount of \$280,000.00 registered against the property located at 153 Church Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264341;
- b) Notice of Assignment of Rents registered against the property municipally known as 153 Church Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264342;
- c) Guarantee from Nels J. Moxness for the amount of \$202,303.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725626-PR-3

- a) Charge/Mortgage in the amount of \$240,000.00 registered against the property located at 678 Albert Street West, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264334;
- b) Notice of Assignment of Rents registered against the property municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264335;
- c) Guarantee from Nels J. Moxness for the amount of \$154,994.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725626-PR-4

- a) Charge/Mortgage in the amount of \$320,000.00 registered against the property located at 461 John Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264336;
- b) Notice of Assignment of Rents registered against the property municipally known as 461 John Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264337;
- c) Guarantee from Nels Moxness for the amount of \$188,971.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725626-PR-5

- a) Charge/Mortgage in the amount of \$260,000.00 registered against the property located at 21 Cathcart Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264338;
- b) Notice of Assignment of Rents registered against the property municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario on May 4, 2023 as Instrument No. AL264339;
- c) Guarantee from Nels J. Moxness for the amount of \$180,136.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725626-PR-6

- a) Charge/Mortgage in the amount of \$240,000.00 registered against the property located at 802 Bonney Street, Sault Ste. Marie, Ontario on May 8, 2023 as Instrument No. AL264467;
- b) Notice of Assignment of Rents registered against the property municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario on May 8, 2023 as Instrument No. AL264468;
- c) Guarantee from Nels J. Moxness for the amount of \$156,969.00 dated May 2, 2023;
- d) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725626-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$150,642.65
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-2</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$202,120.24
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-3</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$154,853.87
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-4</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$188,800.10
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-5</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$179,973.08
Applicable interest rate	5.830%

<b>Loan Number 725626-PR-6</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$156,725.87
Applicable interest rate	5.830%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 4, 2025 12:39 PM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10021312 - Desjardins re 12631521 Canada Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-04 Demand Letter and NITES re 12631521 Canada Inc(66452611.2).pdf

Good afternoon,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

[Gowling WLG](http://Gowling WLG) | 1,500+ legal professionals worldwide

**REGISERTED MAIL**

KAYLA DROUIN  
FEBRUARY 4, 2025  
File # G10021312

1. **12631521 Canada Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels J. Moxness**

1683  
R RN 862 201 525 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

1683  
R RN 862 201 534 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

1683  
R RN 862 201 548 CA

(3)



**Tracking number:**

RN862201525CA

Delivered

Shipping service: Lettermail

Sender: Unavailable

Delivery standard: Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:37 am		Signature available	
Feb. 5	11:37 am	HAMILTON,ON	Delivered	
Feb. 5	9:11 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:55 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:37 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201525CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A scanned signature in black ink, appearing as a series of overlapping, somewhat chaotic lines. The signature is overlaid on a light blue background that features a faint, semi-transparent version of the Canada Post logo.

---

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201534CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 24			Signature available	
Feb. 24		HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 24	8:08 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 24	5:24 am	HAMILTON,ON	Item processed	
Feb. 24	1:30 am	STONEY CREEK,ON	Item processed	
Feb. 21	7:08 pm	STONEY CREEK,ON	Item processed	
Feb. 21	11:20 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 21	11:20 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 10	10:53 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 5	5 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 5	2:38 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 5	1:10 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
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Feb. 4	7:36 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required on Return

Signature Required



**Tracking number:**

RN862201548CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 6

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 5	11:36 am		Signature available	
Feb. 5	11:36 am	HAMILTON,ON	Delivered	
Feb. 5	9:11 am	HAMILTON,ON	Item out for delivery	
Feb. 5	5:50 am	HAMILTON,ON	Item processed	
Feb. 5	12 am		Expected delivery date updated	
Feb. 4	7:31 pm	STONEY CREEK,ON	Item processed	
Feb. 4	4:57 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Date: 2025/02/13

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201548CA

Product Name Lettermail

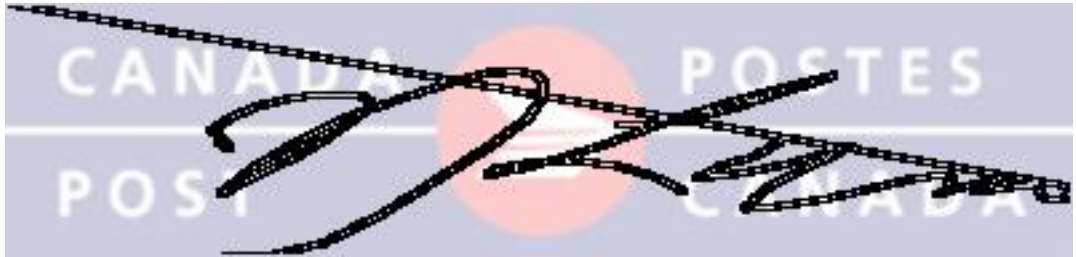
Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-05

Signatory Name NICOLE 100

Signature

A handwritten signature in black ink is written over a light blue watermark of the Canada Post logo. The signature is stylized and appears to read 'NICOLE 100'. The watermark consists of the words 'CANADA' and 'POSTES' at the top, and 'POST' and 'CANADA' at the bottom, with a red maple leaf in the center.

---

Yours sincerely,

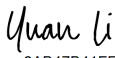
Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “142”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

February 5, 2025

**PRIVATE AND CONFIDENTIAL**

**Bart Sarsh\***  
**\*Bart Sarsh Professional Corporation**  
Direct +1 905 540 3242  
Bart.Sarsh@gowlingwlg.com  
File no. G10021552

**BY REGISTERED MAIL & EMAIL**

**1000593693 Ontario Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

**Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

**Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

Email: [nels.moxness@gmail.com](mailto:nels.moxness@gmail.com)

Dear Mr. Moxness:

**Re: Caisse Desjardins Ontario Credit Union Inc. credit facilities extended to 1000593693 Ontario Inc. (the “Borrower”), guaranteed by Nels J. Moxness (the “Guarantor”)**

---

We are counsel to Caisse Desjardins Ontario Credit Union Inc. (the “Lender”).

We are writing to you in connection with the following:

- (i) the Loan Agreement dated September 11, 2023 with loan number 725721-PR-1 among the Borrower, as borrower, and the Lender, as lender;
- (ii) the Loan Agreement dated September 11, 2023 with loan number 725721-PR-2 among the Borrower, as borrower, and the Lender, as lender;
- (iii) the Loan Agreement dated September 11, 2023 with loan number 725721-PR-3 among the Borrower, as borrower, and the Lender, as lender;
- (iv) the Loan Agreement dated September 11, 2023 with loan number 725721-PR-4 among the Borrower, as borrower, and the Lender, as lender;

(collectively, with each as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreements**”).

Capitalized terms used and not otherwise defined have the meanings given to them in the Loan Agreements.

The Borrower is in default under the Loan Agreements and the other Credit Documents (as defined below). The existing and continuing defaults known to the Lender are listed in **Schedule “A”** to this letter.

According to the Lender’s records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in **Schedule “B”** to this letter as of January 31, 2025 (the amount owing from time to time by the Borrower to the Lender, the **“Indebtedness”**).

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to a multiple guarantee agreements (the **“Guarantee”**).

The Lender demands payment in full of the Indebtedness from the Borrower and the Guarantor. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in each of the Loan Agreements and the other Credit Documents (as defined below), as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender’s legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreements and the terms and conditions of all security held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, promissory notes, the guarantees and other agreements governing the Indebtedness (collectively, the **“Credit Documents”**), and is made without prejudice to (a) the Lender’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender’s right to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than **4:00 p.m. on February 15, 2025** (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include (i) the enforcement of its security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender’s position prior to that date.

We also enclose a notice of intention to enforce security issued by the Lender under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower.

The Lender expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreements and the other Credit Documents.

Sincerely,

**Gowling WLG (Canada) LLP**



**Bart Sarsh\***

BS:CM:bp

Encl

## **SCHEDULE "A"**

### **LIST OF DEFAULTS**

1. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725721-PR-1;
2. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725721-PR-2;
3. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725721-PR-3;
4. The Borrower has failed to make prompt payment of the amounts due under Loan Number 725721-PR-4;

5.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725721-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$882,226.81
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-2</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$1,247,294.07
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-3</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$1,460,362.98
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-4</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$916,383.46
Applicable interest rate	6.65%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

**BANKRUPTCY AND INSOLVENCY ACT**

**FORM 86**

**Notice of Intention to Enforce Security**

(Rule 124)

**TO: 1000593693 Ontario Inc., an insolvent person**

Take notice that:


1. Caisse Desjardins Ontario Credit Union Inc., a secured creditor, intends to enforce its security against the following property of the insolvent persons listed above:

All of the property, assets, and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:  
See Schedule "A".
3. The total amount of indebtedness secured by the security as of January 31, 2025 is:  
See Schedule "B".
4. The secured creditor will not have the right to enforce the security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Hamilton, Ontario, this 5<sup>th</sup> day of February, 2025

**CAISSE DESJARDINS ONTARIO CREDIT  
UNION INC.  
BY ITS COUNSEL  
GOWLING WLG (CANADA) LLP**

Per:   
\_\_\_\_\_ **BART SARSH**

**ACKNOWLEDGMENT OF RECEIPT AND CONSENT**

The undersigned, for and on behalf of 1000593693 Ontario Inc., acknowledges receipt of the present notice under s. 244(1) of the *Bankruptcy and Insolvency Act*, declares having not signed nor filed a notice of intention under the *Bankruptcy and Insolvency Act* and consents to the immediate enforcement of Caisse Desjardins Ontario Credit Union Inc.'s security against the assets mentioned in this notice.

**1000593693 Ontario Inc.**

Per: \_\_\_\_\_

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

I have authority to bind the corporation

**SCHEDULE "A"**  
**SECURITY DOCUMENTS**

Loan Number 725721-PR-1

- a) Charge/Mortgage in the amount of \$300,000.00 registered against the property located at 16 Abbott Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270313;
- b) Notice of Assignment of Rents registered against the property municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270314;
- c) Charge/Mortgage in the amount of \$375,000.00 registered against the property located at 24 Stevens Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270442;
- d) Notice of Assignment of Rents registered against the property municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270443;
- e) Charge/Mortgage in the amount of \$300,000.00 registered against the property located at 35 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270328;
- f) Notice of Assignment of Rents registered against the property municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270329;
- g) Charge/Mortgage in the amount of \$300,000.00 registered against the property located at 37 Algoma Avenue, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270331;
- h) Notice of Assignment of Rents registered against the property municipally known as 37 Algoma Avenue, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270332;
- i) Charge/Mortgage in the amount of \$325,000.00 registered against the property located at 14 Abbott Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270310;
- j) Notice of Assignment of Rents registered against the property municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270311;
- k) Guarantee from Nels J. Moxness for the amount of \$4,436,000.00 dated September 11, 2023;
- l) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725721-PR-2

- a) Charge/Mortgage in the amount of \$300,000.00 registered against the property located at 138 Turner Avenue, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270362;
- b) Notice of Assignment of Rents registered against the property municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270363;
- c) Charge/Mortgage in the amount of \$425,000.00 registered against the property located at 145 Albert Street West, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270445;
- d) Notice of Assignment of Rents registered against the property municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270446;
- e) Charge/Mortgage in the amount of \$260,000.00 registered against the property located at 37 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270334;
- f) Notice of Assignment of Rents registered against the property municipally known as 37 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270335;
- g) Charge/Mortgage in the amount of \$550,000.00 registered against the property located at 104 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270340;
- h) Notice of Assignment of Rents registered against the property municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270341;
- i) Charge/Mortgage in the amount of \$575,000.00 registered against the property located at 115 Pim Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270359;
- j) Notice of Assignment of Rents registered against the property municipally known as 115 Pim Street, Sault Ste. Marie, Ontario on September 26, 2023 as Instrument No. AL270360;
- k) Guarantee from Nels J. Moxness for the amount of \$4,436,000.00 dated September 11, 2023;
- l) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725721-PR-3

- a) Charge/Mortgage in the amount of \$400,000.00 registered against the property located at 317 Moody Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270502;
- b) Notice of Assignment of Rents registered against the property municipally known as 317 Moody Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270503;
- c) Charge/Mortgage in the amount of \$170,000.00 registered against the property located at 330 Albert Street East, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270507;
- d) Notice of Assignment of Rents registered against the property municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270508;
- e) Charge/Mortgage in the amount of \$415,000.00 registered against the property located at 344 First Avenue, Sault Ste. Marie, Ontario on September 29, 2023 as Instrument No. AL270561;
- f) Notice of Assignment of Rents registered against the property municipally known as 344 First Avenue, Sault Ste. Marie, Ontario on September 29, 2023 as Instrument No. AL270562;
- g) Charge/Mortgage in the amount of \$600,000.00 registered against the property located at 139 Church Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270496;
- h) Notice of Assignment of Rents registered against the property municipally known as 139 Church Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270497;
- i) Charge/Mortgage in the amount of \$575,000.00 registered against the property located at 292 Pim Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270499;
- j) Notice of Assignment of Rents registered against the property municipally known as 292 Pim Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270500;
- k) Charge/Mortgage in the amount of \$300,000.00 registered against the property located at 353 Alexandra Street, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270511;
- l) Notice of Assignment of Rents registered against the property municipally known as 353 Alexandra, Sault Ste. Marie, Ontario on September 28, 2023 as Instrument No. AL270512;

- m) Guarantee from Nels J. Moxness for the amount of \$4,436,000.00 dated September 11, 2023;
- n) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

Loan Number 725721-PR-4

- a) Charge/Mortgage in the amount of \$250,000.00 registered against the property located at 158 Trelawne Avenue, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270799;
- b) Notice of Assignment of Rents registered against the property municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270800;
- c) Charge/Mortgage in the amount of \$400,000.00 registered against the property located at 257 Alexandra Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270822;
- d) Notice of Assignment of Rents registered against the property municipally known as 257 Alexandra Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270823;
- e) Charge/Mortgage in the amount of \$260,000.00 registered against the property located at 159 Wellington Street East, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270802;
- f) Notice of Assignment of Rents registered against the property municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270803;
- g) Charge/Mortgage in the amount of \$220,000.00 registered against the property located at 169 Huron Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270807;
- h) Notice of Assignment of Rents registered against the property municipally known as 169 Huron Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270808;
- i) Charge/Mortgage in the amount of \$280,000.00 registered against the property located at 246 St. James Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270811;
- j) Notice of Assignment of Rents registered against the property municipally known as 246 St. James Street, Sault Ste. Marie, Ontario on October 4, 2023 as Instrument No. AL270812;
- k) Guarantee from Nels J. Moxness for the amount of \$4,436,000.00 dated September 11, 2023;

- l) All other security granted to Caisse Desjardins Ontario Credit Union Inc., or any of its predecessors, not otherwise listed above.

**SCHEDULE "B"**

**AMOUNT OF INDEBTEDNESS OWING AS OF January 31, 2025\***

<b>Loan Number 725721-PR-1</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$882,226.81
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-2</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$1,247,294.07
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-3</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$1,460,362.98
Applicable interest rate	6.65%

<b>Loan Number 725721-PR-4</b>	
<b>January 31, 2025</b>	
Outstanding indebtedness	\$916,383.46
Applicable interest rate	6.65%

\*Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreements and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness

---

**From:** Drouin, Kayla  
**Sent:** February 5, 2025 9:35 AM  
**To:** nels.moxness@gmail.com  
**Cc:** Sarsh, Bart; caroline.mowat@gowlingwlg.com  
**Subject:** G10021552 - Desjardins re 1000593693 Ontario Inc / Moxness - Demand and NITES  
**Attachments:** 2025-02-05 Demand Letter and NITES re 1000593693 Ontario In(66460439.2).pdf

Good morning,

Please find attached correspondence from Mr. Sarsh of even date.

We look forward to hearing from you.

Regards,

Kayla Drouin  
*Legal Administrative Assistant*  
T +1 905 540 8208 x23686  
kayla.drouin@gowlingwlg.com



Gowling WLG (Canada) LLP  
One Main Street West  
Hamilton ON L8P 4Z5  
Canada



[gowlingwlg.com](http://gowlingwlg.com)

[Gowling WLG](http://Gowling WLG) | 1,500+ legal professionals worldwide

**REGISERTED MAIL**

KAYLA DROUIN  
FEBRUARY 5, 2025  
File # G10021552

1. **1000593693 Ontario Inc.**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1  
**Attention: Nels Moxness**

1683  
R RN 862 201 579 CA

2. **Nels J. Moxness**  
2025 Maria Street, APT 807  
Burlington, ON L7R 0E9

1683  
R RN 862 201 551 CA

3. **Nels J. Moxness**  
1 Hunter Street East, Unit 100G  
Hamilton, ON L8N 3W1

1683  
R RN 862 201 565 CA

3



**Tracking number:**

RN862201579CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:50 am		Signature available	
Feb. 7	10:50 am	HAMILTON,ON	Delivered	
Feb. 7	8:56 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:20 am	HAMILTON,ON	Item processed	
Feb. 7	12:34 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/15

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201579CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

**Tracking number:**

RN862201551CA

**Delivered**

**Shipping service:** Lettermail

**Sender:** Unavailable

**Delivery standard:** Feb. 10

**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.

**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 25	9:51 am		Signature available	
Feb. 25	9:51 am	HAMILTON,ON	The item was successfully returned to the sender.	
Feb. 25	8:55 am	HAMILTON,ON	The item being returned to the sender went out for delivery.	
Feb. 25	6:33 am	HAMILTON,ON	Item processed	
Feb. 24	7:43 pm	STONEY CREEK,ON	Item processed	
Feb. 24	10:41 am	BURLINGTON,ON	Item has been returned and is enroute to the Sender	
Feb. 24	10:41 am	BURLINGTON,ON	Item was unclaimed by recipient. Item being returned to sender.	
Feb. 12	9:52 am	BURLINGTON,ON	Final Notice; Item will be returned to sender if not collected within 10 days	MAPLEVIEW PO
Feb. 7	6:21 pm	BURLINGTON,ON	Item available for pickup at Post Office	MAPLEVIEW PO
Feb. 7	2:21 pm	BURLINGTON,ON	Item in transit to Post Office	
Feb. 7	12:27 pm	BURLINGTON,ON	Notice card left indicating where and when to pick up item	
Feb. 7	7:40 am	BURLINGTON,ON	Item processed	
Feb. 7	12:33 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required

Signature Required on Return

**Tracking number:**

RN862201565CA

**Delivered****Shipping service:** Lettermail**Sender:** Unavailable**Delivery standard:** Feb. 10**Reason for delivery standard date change:** Item was received by Canada Post after cut-off time.**Latest updates**

Date	Time	Location	Progress	Post office
Feb. 7	10:50 am		Signature available	
Feb. 7	10:50 am	HAMILTON,ON	Delivered	
Feb. 7	8:57 am	HAMILTON,ON	Item out for delivery	
Feb. 7	6:20 am	HAMILTON,ON	Item processed	
Feb. 7	12:34 am	STONEY CREEK,ON	Item processed	
Feb. 7	12:01 am		Expected delivery date updated	
Feb. 6	7:27 pm	STONEY CREEK,ON	Item processed	
Feb. 5	5:08 pm	HAMILTON,ON	Item accepted at the Post Office	

**Features and options**

Signature Required



Date: 2025/02/15

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number RN862201565CA

Product Name Lettermail

Reference Number 1 Not Applicable

Reference Number 2 Not Applicable

Delivery Date (yyyy/mm/dd) 2025-02-07

Signatory Name NICOLE G100

Signature

A handwritten signature in black ink, appearing to read "NICOLE G100", is written over a semi-transparent Canada Post logo. The logo consists of the words "CANADA" and "POSTES" in the top half and "POST" and "CANADA" in the bottom half, with a red stylized arrow in the center.

---

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-3033)

*This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse*

This is **Exhibit “143”** referred to in the Affidavit of Julie Chenard affirmed before me at the City of Hamilton, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:  
  
2AB47B41FF4641A...

---

Commissioner for Taking Affidavits  
(or as may be)

**Yuan Li (LSO No. 210049)**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

APPLICATION UNDER SECTION 243(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C.43, AS AMENDED

**RECEIVER'S CONSENT TO ACT**

BDO Canada Limited consents to act as the court-appointed receiver and manager over all of the assets, undertakings and property of 12905060 Canada Inc., 1000373090 Ontario Inc., 14611799 Canada Inc., 14833074 Canada Inc., 14825641 Canada Inc., 12631521 Canada Inc., and 1000593693 Ontario Inc. in accordance with the Appointment Order sought and included in the Application Record.

Dated at Hamilton, Ontario this 24<sup>th</sup> day of February, 2025.

**BDO CANADA LIMITED**, solely in its capacity as proposed Receiver of the Property, and not in its personal capacity

Per: 

Name: Chris Mazur, CIRP, LIT

Title: Partner and Senior Vice-President

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

-and-

Court File No.

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**RECEIVER'S CONSENT TO ACT**

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwg.com

Lawyers for the Applicant

File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Court File No.

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**AFFIDAVIT OF JULIE CHENARD  
(affirmed March 6, 2025)**

**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**  
Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**  
Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552

# TAB C

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THURSDAY, THE 27<sup>TH</sup>  
JUSTICE ) DAY OF MARCH, 2025

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C.43, AS AMENDED

**APPOINTMENT ORDER**

**THIS APPLICATION** made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the “**Caisse**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 12905060 Canada Inc. (“**129**”), 1000373090 Ontario Inc. (“**10003**”), 14611799 Canada Inc. (“**146**”), 14833074 Canada Inc. (“**1483**”), 14825641 Canada Inc. (“**1482**”), 12631521 Canada Inc. (“**126**”),

and 1000593693 Ontario Inc. (“**10005**”) (collectively referred to as the “**Borrowers**” or the “**Debtors**”) acquired for or used in relation to a business carried on by the Debtors, was heard this day by videoconference at 45 Main Street East, Hamilton, Ontario.

**ON READING** the Affidavit of Julie Chenard affirmed March 6, 2025 and the exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the Affidavits of Service, filed, and on reading the Consent of BDO to act as the Receiver, filed,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof as detailed in Schedule “A” hereto (the “**Properties**”).

## RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Properties and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
- (b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Properties to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Properties or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Properties, including advertising and soliciting offers in respect of the Properties or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Properties or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$300,000, provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Properties and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Properties against title to any of the Properties;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any Trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Properties owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms,

corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Properties in such Person’s possession or control, shall grant immediate and continued access to the Properties to the Receiver, and shall deliver all such Properties to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver

to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtors, any transaction supporting document and any of the Debtors' records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the

premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTIES**

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Properties shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Properties are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "**eligible financial contract**" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

## **RECEIVER TO HOLD FUNDS**

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Properties and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA AND CASL**

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Properties and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Properties shall be entitled to continue to use the personal information provided to it, and related to the Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Properties that might be environmentally

contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER’S ACCOUNTS**

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Properties, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings in the initial amount of \$800,000, and that the Receiver’s Charge shall form a first charge on the Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount

does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Properties shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

## SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/12905060CanadaInc-et-al>.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

**GENERAL**

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtors.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity

basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with *Rules* 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance

\_\_\_\_\_ *(to be completed by registrar)*

\_\_\_\_\_ *(Signature of judge, officer or registrar)*

## **SCHEDULE "A"**

### Legal descriptions of the Properties:

1. LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario
2. PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally known as 407 Dupont Street, Sudbury, Ontario
3. LOT 9, PLAN 45SB CITY OF SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario
4. LOT 22, PLAN 1SC CITY OF SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario
5. LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55 Pelham Road, St. Catharines, Ontario
6. LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario
7. LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario
8. LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario
9. PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario
10. LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario
11. LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario
12. LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario
13. LT 143 PL 9110 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario

14. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario
15. PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie, Ontario
16. LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario
17. LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario
18. LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario
19. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert Street East, Sault Ste. Marie, Ontario
20. LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario
21. PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario
22. LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario
23. PT LT 16-17 PL 153 ST MARY'S AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario
24. PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario
25. LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 139 Church Street, Sault Ste. Marie, Ontario
26. LT 9 PL 7657 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario

27. LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario
28. LT 3 PL 9643 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario
29. LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario
30. LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario
31. PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario
32. PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

**THIS IS TO CERTIFY** that BDO Canada Limited , the receiver (the "**Receiver**") of the assets, undertakings and properties 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**"), and 1000593693 Ontario Inc. ("**10005**") (collectively referred to as the "**Borrower**" or the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Properties**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 27<sup>th</sup> day of March, 2025, (the "**Order**") made in an action having Court file number CV-25-00089291-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

1. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

2. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver

pursuant to the Order or to any further order of the Court, a charge upon the whole of the Properties, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Properties in respect of its remuneration and expenses.

3. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Sudbury, Ontario.

4. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

5. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Properties as authorized by the Order and as authorized by any further or other order of the Court.

6. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

**BDO Canada Limited**, solely in its capacity as Receiver of the Properties, and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

Court File No. C V-25-00089291-0000  
12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**APPOINTMENT ORDER**

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

**File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552**

# TAB D



THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~<sup>2</sup> Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "Caisse") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~\*\*Press F11 to insert (name of receiver)\*\*~~BDO Canada Limited ("BDO") as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~\*\*Press F11 to insert (name of debtor)\*\*~~12905060 Canada Inc. ("129"), 1000373090 Ontario Inc. ("10003"), 14611799 Canada Inc. ("146"), 14833074 Canada Inc. ("1483"), 14825641 Canada Inc. ("1482"), 12631521 Canada Inc. ("126"), and 1000593693 Ontario Inc. ("10005") (collectively referred to as the "Borrowers" or (the "DebtorDebtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day by videoconference at 45 Main Street ~~E.~~East, Hamilton, Ontario.

**ON READING** the Affidavit of ~~\*\*Press F11 to insert (name)\*\*~~Julie Chenard (sworn/affirmed) ~~\*\*Press F11 to insert (date)\*\*~~March 6, 2025 and the ~~Exhibits~~exhibits thereto and on hearing the submissions of counsel for ~~\*\*Press F11 to insert (names)\*\*~~the Applicant and counsel for the other parties listed on the Participant Information Sheet, with no one else appearing for ~~\*\*Press F11 to insert (name)\*\*~~the parties listed on the Service List

<sup>2</sup> ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

although duly served as appears from the ~~Affidavit~~Affidavits of Service ~~of \*\*Press F11 to insert (name)\*\*\*(sworn/affirmed)~~(sworn/affirmed) ~~\*\*Press F11 to insert (date)\*\*\*(sworn/affirmed)~~, filed, and on reading the Consent of ~~\*\*Press F11 to insert (name of receiver)\*\*\*(sworn/affirmed)~~receiver)\*\*BDO to act as the Receiver, filed,

## SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated<sup>3</sup> so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~\*\*Press F11 to insert (name of receiver)\*\*\*(sworn/affirmed)~~receiver)\*\*BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof as detailed in Schedule "A" hereto (the "~~Property~~Properties").

<sup>3</sup> ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

### RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the ~~Property~~Properties and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the ~~Property~~Properties and any and all proceeds, receipts and disbursements arising out of or from the ~~Property~~Properties;
- (b) to receive, preserve, and protect the ~~Property~~Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of ~~Property~~Properties to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the ~~Property~~Properties, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the ~~Property~~Properties or the

Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the ~~Property~~Properties, including advertising and soliciting offers in respect of the ~~Property~~Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the ~~Property~~Properties or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$~~\*\*Press F11 to insert (amount)\*\*~~300,000 provided that the aggregate consideration for all such transactions does not exceed \$~~\*\*Press F11 to insert (amount)\*\*~~1,500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

~~<sup>4</sup>This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]<sup>5</sup> shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the ~~Property~~Properties or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such ~~Property~~Properties;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the ~~Property~~Properties and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the ~~Property~~Properties against title to any of the ~~Property~~Properties;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;

~~<sup>5</sup> If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (p) to enter into agreements with any Trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any ~~property~~Properties owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any ~~Property~~Properties in such Person’s possession or control, shall grant immediate and continued access to the ~~Property~~Properties to the Receiver, and shall deliver all such ~~Property~~Properties to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtors, any transaction supporting document and any of the Debtors' records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. ~~7.~~ **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

9. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE ~~PROPERTY~~PROPERTIES**

10. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the ~~Property~~Properties shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the ~~Property~~Properties are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the ~~Property~~Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “**eligible financial contract**” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

12. ~~41.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

13. ~~42.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

14. ~~43.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the

making of this Order from any source whatsoever, including without limitation the sale of all or any of the ~~Property~~Properties and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

15. ~~14.~~ **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor~~Debtors's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA AND CASL**

16. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the ~~Property~~Properties and to their advisors, but only to the extent desirable

or required to negotiate and attempt to complete one or more sales of the ~~Property~~Properties (each, a “Sale”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any ~~Property~~Properties shall be entitled to continue to use the personal information provided to it, and related to the ~~Property~~Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

## LIMITATION ON ENVIRONMENTAL LIABILITIES

18. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the ~~Property~~Properties that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the ~~Property~~Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

## LIMITATION ON THE RECEIVER’S LIABILITY

19. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner*

*Protection Program Act.* Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

20. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the ~~Property~~Properties, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings in the initial amount of \$800,000, and that the Receiver's Charge shall form a first charge on the ~~Property~~Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

21. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

22. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the

<sup>6</sup>~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

23. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~\*\*Press F11 to insert (amount)\*\*~~~~\*\*\*\*Press F11 to insert (amount)\*\*~~1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the ~~Property~~Properties shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "AB" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

27. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ['<@>https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turaround-services/current-engagements/12905060CanadaInc-et-al](https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turaround-services/current-engagements/12905060CanadaInc-et-al).

28. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor~~Debtors's creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

29. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the ~~Debtor~~Debtors.

31. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give

effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor~~Debtors's estate with such priority and at such time as this Court may determine.

34. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.



## SCHEDULE "A"

### Legal descriptions of the Properties:

1. LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario
2. PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally known as 407 Dupont Street, Sudbury, Ontario
3. LOT 9, PLAN 45SB CITY OF SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario
4. LOT 22, PLAN 1SC CITY OF SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario
5. LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55 Pelham Road, St. Catharines, Ontario
6. LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario
7. LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario
8. LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario
9. PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario
10. LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario
11. LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario
12. LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario

- LT 143 PL 9110 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario
14. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario
15. PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie, Ontario
16. LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario
17. LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario
18. LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario
19. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert Street East, Sault Ste. Marie, Ontario
20. LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario
21. PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario
22. LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario
23. PT LT 16-17 PL 153 ST MARY'S AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario
24. PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario
25. LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 130 Church Street, Sault Ste. Marie, Ontario

26. LT 9 PL 7657 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario
27. LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario
28. LT 3 PL 9643 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario
29. LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario
30. LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario
31. PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario
32. PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario

## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. ~~\*\*Press F11 to insert (number)\*\*~~~~\*\*\*\*Press F11 to insert (number)\*\*~~ \_\_\_\_\_

AMOUNT \$ ~~\*\*Press F11 to insert (amount)\*\*~~~~\*\*\*\*Press F11 to insert (amount)\*\*~~ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that ~~\*\*Press F11 to insert (name of receiver)\*\*~~~~\*\*\*\*Press F11 to insert (name of receiver)\*\*~~ BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties ~~\*\*Press F11 to insert (name of debtor)\*\*~~~~\*\*\*\*Press F11 to insert (name of debtor)\*\*~~ 12905060 Canada Inc. ("129"), 1000373090 Ontario Inc. ("10003"), 14611799 Canada Inc. ("146"), 14833074 Canada Inc. ("1483"), 14825641 Canada Inc. ("1482"), 12631521 Canada Inc. ("126"), and 1000593693 Ontario Inc. ("10005") (collectively referred to as the "**Borrower**" or the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the "**Property Properties**") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "**Court**") dated the ~~\*\*Press F11 to insert (day)\*\*~~~~\*\*\*\*Press F11 to insert (day)\*\*~~ 27<sup>th</sup> day of ~~\*\*Press F11 to insert (month)\*\*~~~~\*\*\*\*Press F11 to insert (month)\*\*~~ March, 2025, ~~20~~~~\*\*Press F11 to insert (year)\*\*~~~~\*\*\*\*Press F11 to insert (year)\*\*~~ (the "**Order**") made in an action having Court file number ~~\*\*Press F11 to insert (court file number)\*\*~~~~\*\*\*\*Press F11 to insert (court file number)\*\*~~ CV-GL ~~\*\*Press F11 to insert (court file number)\*\*~~~~\*\*\*\*Press F11 to insert (court file number)\*\*~~ 25-00089291-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$~~\*\*Press F11 to insert (amount)\*\*~~~~\*\*\*\*Press~~

~~F11 to insert (amount)\*\*~~ \_\_\_\_\_, being part of the total principal sum of  
\$~~\*\*Press F11 to insert (amount)\*\*\*\*~~~~Press F11 to insert (amount)\*\*~~ \_\_\_\_\_

which the Receiver is authorized to borrow under and pursuant to the Order.

1. ~~2.~~ The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ~~\*\*Press F11 to insert (day)\*\*\*\*~~~~Press F11 to insert (day)\*\*~~ \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of ~~\*\*Press F11 to insert (rate)\*\*\*\*~~~~Press F11 to insert (rate)\*\*~~ \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of ~~\*\*Press F11 to insert (bank)\*\*\*\*~~~~Press F11 to insert (bank)\*\*~~ \_\_\_\_\_ from time to time.

2. ~~3.~~ Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the ~~Property~~Properties, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such ~~Property~~Properties in respect of its remuneration and expenses.

3. ~~4.~~ All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ~~Toronto~~Sudbury, Ontario.

4. ~~2.~~ Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate

shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

5. ~~3.~~The charge securing this certificate shall operate so as to permit the Receiver to deal with the ~~Property~~Properties as authorized by the Order and as authorized by any further or other order of the Court.

6. ~~4.~~The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of ~~October~~ \_\_\_\_\_, ~~2024~~20.

~~\*\*Press F11 to insert (name of receiver)\*\*~~**BDO**  
**Canada Limited**, solely in its capacity as Receiver of the ~~Property~~Properties, and not in its personal capacity

Per: \_\_\_\_\_  
Name: ~~\*\*Press F11 to insert (name)\*\*~~  
Title: ~~\*\*Press F11 to insert (title)\*\*~~

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

Court File No. C V-25-00089291-0000

12905060 CANADA INC., 1000373090 ONTARIO INC.,  
14611799 CANADA INC., 14833074 CANADA INC.,  
14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Applicant

~~Respondent~~ Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
PROCEEDING COMMENCED AT  
HAMILTON

**APPOINTMENT ORDER**

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

[File Numbers: G10021311, G10027283, G10021308, G10020787, G10021316 & G10021552](#)

Document comparison by Workshare Compare on March 10, 2025 9:20:19 PM

Input:	
Document 1 ID	file:///S:/Desjardins v Moxness/Model Receivership Order Form (for comparison).docx
Description	Model Receivership Order Form (for comparison)
Document 2 ID	file:///S:/Desjardins v Moxness/Appointment Order (word) - Applicant - Desjardins (re Moxness) - 10-Mar-2025 - #66694363v5.docx
Description	Appointment Order (word) - Applicant - Desjardins (re Moxness) - 10-Mar-2025 - #66694363v5
Rendering set	Firm Standard

Legend:	
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<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

<b>Statistics:</b>	
	Count
Insertions	293
Deletions	203
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	496

CAISSE DESJARDINS ONTARIO CREDIT UNION

- and -

Court File No. C V-25-00089291-0000  
12905060 CANADA INC., 1000373090 ONTARIO INC.,  
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14825641 CANADA INC., 12631521 CANADA INC.,  
1000593693 ONTARIO INC. and NELS MOXNESS

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**APPLICATION RECORD  
VOLUME TWO**

**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
One Main Street West  
Hamilton, ON L8P 4Z5

**Bart Sarsh (LSO No. 59208N)**

Tel: 905-540-3242  
Bart.Sarsh@gowlingwlg.com

**Caroline Mowat (LSO No. 70393W)**

Tel: 905-540-3248  
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

**File Numbers: G10021311, G10027283, G10021308, G10020787,  
G10021316 & G10021552**