


throughout this Agreement the same shall be so construed as if the singular, plural, feminine, masculine or the neuter has been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the party hereto has executed these presents.

DATED as of the date first set forth above.

9259929 CANADA INC.

DocuSigned by:
Per:  _____
Rahim Thawer, President

"I have authority to bind the Corporation"

SCHEDULE "A"

32 Barton St E, Hamilton, Ontario, Ontario

PIN: 17161-0044 (LT)

DESCRIPTION: PT LT 11-12 PL 181 AS IN VM150755, T/W VM277618, T/W INTEREST IN VM277618; CITY OF HAMILTON

This is Exhibit "I" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

PROPERTY DESCRIPTION: PT LTS 113 AND 114 PL 297, PART 2 ON 62R14146; CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 17246-0041

PIN CREATION DATE:

1998/02/11

OWNERS' NAMES

9259929 CANADA INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1996/11/18 ON THIS PIN			
WAS REPLACED WITH THE		"PIN CREATION DATE" OF 1998/02/11				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1998/02/11 **				
**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					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1996/11/18 **					
62R14146	1997/06/11	PLAN REFERENCE				C
LT464652	1997/08/08	TRANS POWER SALE		*** COMPLETELY DELETED *** HOME SAVINGS & LOAN CORPORATION .	PRASAD, RAMA KRISHNA	
	REMARKS: POWER OF SALE IN CHRGE VM103370					
LT464653	1997/08/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** PRASAD, RAMA KRISHNA	HOME SAVINGS & LOAN CORPORATION	
LT464654	1997/08/08	NOTICE		*** COMPLETELY DELETED *** PRASAD, RAMA KRISHNA	HOME SAVINGS & LOAN CORPORATION	
	REMARKS: LT464653-RENTS					
LT577936	1999/11/08	TRANSFER		*** COMPLETELY DELETED *** PRASAD, RAMA KRISHNA	1381187 ONTARIO LTD.	
	REMARKS: PLANNING ACT STATEMENT					

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
LT577937	1999/11/08	CHARGE		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.	PETER BRAUN HOLDINGS INC. BURLINGTON MARINE INC. MCLEOD, SHIRLEY JONES, STEVE	
				CORRECTIONS: 'CHARGE' CHANGED FROM 'JONES,STEVE' TO 'JONES, STEVE' ON 2001/11/14 BY CHRISTINE HOARAN.		
LT577938	1999/11/08	NOTICE		*** COMPLETELY DELETED *** PETER BRAUN HOLDINGS INC. BURLINGTON MARINE INC. JONES, STEVE MCLEOD, SHIRLEY		
				REMARKS: LT577937 - RENTS		
LT577939	1999/11/08	CHARGE		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.	PRASAD, RAMA KRISHNA	
LT577940	1999/11/08	NOTICE		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.	PRASAD, RAMA KRISHNA	
				REMARKS: LT577939 - RENTS		
WE12015	2000/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME SAVINGS & LOAN CORPORATION		
				REMARKS: RE: LT464653		
WE15954	2000/12/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** PRASAD, RAMA KRISHNA		
				REMARKS: RE: LT577939		
WE64804	2001/11/08	NO SEC INTEREST		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
WE64805	2001/11/08	CHARGE		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.	LAURENTIAN BANK OF CANADA	
WE65434	2001/11/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETER BRAUN HOLDINGS INC. BURLINGTON MARINE INC. JONES, STEVE MCLEOD, SHIRLEY		
				REMARKS: RE: LT577937		
WE455973	2007/03/20	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA	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.

* 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: RE: MULTI					
WE475219	2007/06/20	APL (GENERAL)		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.		
	REMARKS: LT464654					
WE476513	2007/06/25	TRANSFER		*** COMPLETELY DELETED *** 1381187 ONTARIO LTD.	NARINE, RUDHRA WILLIAM NARINE, KARON WILLIAM	
WE482054	2007/07/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: WE64805					
WE875904	2012/12/21	TRANSFER		*** COMPLETELY DELETED *** NARINE, KARON WILLIAM NARINE, RUDHRA WILLIAM	66 HAMWELLINGTON HOLDINGS INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
WE875905	2012/12/21	CHARGE		*** COMPLETELY DELETED *** 66 HAMWELLINGTON HOLDINGS INC.	NARINE, KARON WILLIAM NARINE, RUDHRA WILLIAM	
WE876955	2013/01/04	CHARGE		*** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	ROYAL BANK OF CANADA	
WE876959	2013/01/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	ROYAL BANK OF CANADA	
	REMARKS: WE876955					
WE877037	2013/01/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** NARINE, KARON WILLIAM NARINE, RUDHRA WILLIAM		
	REMARKS: WE875905.					
WE878074	2013/01/11	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: WE64804. WE64805 WE482054					
WE976619	2014/07/17	CHARGE		*** COMPLETELY DELETED *** 66 HAMWELLINGTON HOLDINGS INC.	2010860 ONTARIO LTD.	
WE1048510	2015/07/07	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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1048514	2015/07/07	NO ASSGN RENT GEN		HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC. *** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	ROYAL BANK OF CANADA ROYAL BANK OF CANADA	
WE1048653	2015/07/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2010860 ONTARIO LTD.		
WE1058309	2015/08/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
WE1070768	2015/10/06	CHARGE		*** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	PRINDJIAN, MICHEL	
WE1070769	2015/10/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	PRINDJIAN, MICHEL	
WE1114966	2016/04/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** PRINDJIAN, MICHEL		
WE1114974	2016/04/26	CHARGE		*** COMPLETELY DELETED *** HAMOTTAWA INVESTMENTS INC. 66 HAMWELLINGTON HOLDINGS INC.	RIC HOLDCO INC.	
WE1157181	2016/10/14	TRANSFER		*** COMPLETELY DELETED *** 66 HAMWELLINGTON HOLDINGS INC.	MALLEUM GENERAL PARTNER II LIMITED	
WE1157220	2016/10/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** RIC HOLDCO INC.		
WE1157247	2016/10/14	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** MALLEUM REAL ESTATE PARTNERS II MALLEUM GENERAL PARTNER II LIMITED	ROYAL BANK 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 #62

17246-0356 (LT)

PAGE 5 OF 8
PREPARED FOR rmanea01
ON 2025/01/30 AT 10:08:53

* 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
WE1157255	2016/10/14	NO ASSGN RENT GEN	\$1,250,000	*** COMPLETELY DELETED *** MALLEUM REAL ESTATE PARTNERS II BY ITS GENERAL PARTNER MALLEUM GENERAL PARTNER II LIMITED	ROYAL BANK OF CANADA	C
REMARKS: WE1157247						
WE1165178	2016/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: WE1048510.						
WE1299077	2018/07/27	TRANS PARTNERSHIP		MALLEUM GENERAL PARTNER II LIMITED MALLEUM REAL ESTATE PARTNERS II	9259929 CANADA INC.	
WE1299078	2018/07/27	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
WE1299079	2018/07/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
REMARKS: WE1299078.						
WE1299080	2018/07/27	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	MALLEUM GENERAL PARTNER II LIMITED MALLEUM REAL ESTATE PARTNERS II	
WE1299081	2018/07/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	MALLEUM GENERAL PARTNER II LIMITED MALLEUM REAL ESTATE PARTNERS II	
REMARKS: WE1299080.						C
WE1301021	2018/08/07	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA		
REMARKS: AIRPORT ZONING REGULATIONS						
WE1305216	2018/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: WE1157247.						
WE1323231	2018/11/23	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
WE1336510	2019/02/01	NOTICE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
REMARKS: WE1323231						
WE1336569	2019/02/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** MALLEUM GENERAL PARTNER II 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
WE1353657	2019/05/09	CHARGE		MALLEUM REAL ESTATE PARTNERS II *** COMPLETELY DELETED *** 9259929 CANADA INC.	MURPHY, J-PATRIC	
WE1353685	2019/05/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CELERNUS INVESTMENT PARTNERS INC.		
WE1372005	2019/08/02	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION VANDERBILT CAPITAL CORPORATION BLUESTEIN, ALVIN	
WE1372006	2019/08/02	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION VANDERBILT CAPITAL CORPORATION BLUESTEIN, ALVIN	
WE1419148	2020/03/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAZER CAPITAL CORPORATION VANDERBILT CAPITAL CORPORATION BLUESTEIN, ALVIN		
WE1419250	2020/03/10	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	TALKA CREDIT UNION LIMITED	
WE1419251	2020/03/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	TALKA CREDIT UNION LIMITED	
WE1419271	2020/03/10	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION VANDERBILT CAPITAL CORPORATION BLUESTEIN, ALVIN	
WE1419272	2020/03/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION VANDERBILT CAPITAL CORPORATION BLUESTEIN, ALVIN	
WE1419271						

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
WE1419395	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** MURPHY, J-PATRIC		
	REMARKS: WE1353657.					
WE1419397	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** CELERNUS INVESTMENT PARTNERS INC.		
	REMARKS: WE1299078.					
WE1472921	2020/11/27	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION HILDRED, LESLEY	
WE1472922	2020/11/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION HILDRED, LESLEY	
	REMARKS: TO BE DELETED UPON THE DELETION OF WE1472921					
WE1509396	2021/05/04	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** VANDERBILT CAPITAL CORPORATION	BLUESTEIN, ALVIN	
	REMARKS: WE1419271. PARTIAL					
WE1545175	2021/09/10	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	
WE1545176	2021/09/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	
	REMARKS: WE1545175					
WE1545383	2021/09/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BLUESTEIN, ALVIN RAZER CAPITAL CORPORATION		
	REMARKS: WE1419271.					
WE1545384	2021/09/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAZER CAPITAL CORPORATION HILDRED, LESLEY		
	REMARKS: WE1472921.					
WE1551412	2021/10/05	CHARGE	\$1,825,000	9259929 CANADA INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C
WE1551413	2021/10/05	NO ASSGN RENT GEN		9259929 CANADA INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C
	REMARKS: WE1551412					

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
WE1556191	2021/10/26	DISCH OF CHARGE	\$375,000	*** COMPLETELY DELETED *** FENNELL PROPERTY MANAGEMENT LTD.		
REMARKS: WE1545175.						
WE1556224	2021/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** TALKA CREDIT UNION LIMITED		
REMARKS: WE1419250.						
WE1557492	2021/10/29	CHARGE		9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
WE1557493	2021/10/29	NO ASSGN RENT GEN		9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
REMARKS: WE1557492						

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.

This is Exhibit "J" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

PROPERTY DESCRIPTION: PT LT 11-12 PL 181 AS IN VM150755, T/W VM277618, T/W INTEREST IN VM277618; CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 17161-0251

PIN CREATION DATE:

2009/12/21

OWNERS' NAMES

9259929 CANADA 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 2009/12/18 **						
**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						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2009/12/21 **						
VM277618	2008/10/17	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** VAZ, MANUEL DA COSTA GOMES, MARIA	LITTLER, SYLVIA VIRGINIA	
REMARKS: PLANNING ACT STATEMENTS						
WE1241013	2017/10/03	CHARGE		*** COMPLETELY DELETED *** LITTLER, SYLVIA VIRGINIA	MCLEOD, SHIRLEY BAYWAY ISLAND HOLDINGS (CANADA) LTD.	
WE1241014	2017/10/03	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** LITTLER, SYLVIA VIRGINIA	MCLEOD, SHIRLEY BAYWAY ISLAND HOLDINGS (CANADA) LTD.	
REMARKS: WE1241013.						
WE1245088	2017/10/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCLEOD, SHIRLEY BAYWAY ISLAND HOLDINGS (CANADA) LTD.		
REMARKS: WE1241013.						
WE1264163	2018/01/23	CONSTRUCTION LIEN		*** 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1268798	2018/02/15	APL DEL CONST LIEN	\$1,200,000	AIRE ONE WEST HEATING & COOLING *** COMPLETELY DELETED *** AIRE ONE WEST HEATING & COOLING		C
WE1365426	2019/07/04	TRANSFER		LITTLER, SYLVIA VIRGINIA	9259929 CANADA INC.	
WE1365427	2019/07/04	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
WE1365428	2019/07/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	CELERNUS INVESTMENT PARTNERS INC.	
WE1365429	2019/07/04	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	LITTLER, SYLVIA VIRGINIA	
WE1365430	2019/07/04	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION	
WE1365431	2019/07/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION	
WE1462050	2020/10/16	NOTICE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION	
WE1479053	2020/12/22	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAPPORT CREDIT UNION LIMITED	
WE1479054	2020/12/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAPPORT CREDIT UNION LIMITED	
WE1479055	2020/12/22	NOTICE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAPPORT CREDIT UNION LIMITED	
WE1479238	2020/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CELERNUS INVESTMENT PARTNERS 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1479379	2020/12/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** LITTLER, SYLVIA VIRGINIA		
REMARKS: WE1365429.						
WE1479596	2020/12/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAZER CAPITAL CORPORATION		
REMARKS: WE1365430.						
WE1484892	2021/01/21	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION	
WE1484893	2021/01/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	RAZER CAPITAL CORPORATION	
REMARKS: WE1484892.						
WE1545177	2021/09/10	CHARGE		*** COMPLETELY DELETED *** 9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	
WE1545178	2021/09/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	
REMARKS: WE1545177.						
WE1551414	2021/10/05	CHARGE	\$1,600,000	9259929 CANADA INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C
WE1551415	2021/10/05	NO ASSGN RENT GEN		9259929 CANADA INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C
REMARKS: WE1551414.						
WE1556190	2021/10/26	DISCH OF CHARGE	\$200,000	*** COMPLETELY DELETED *** FENNELL PROPERTY MANAGEMENT LTD.		
REMARKS: WE1545177.						
WE1556436	2021/10/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAZER CAPITAL CORPORATION		
REMARKS: WE1484892.						
WE1558094	2021/11/02	CHARGE		9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
WE1558095	2021/11/02	NO ASSGN RENT GEN		9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
REMARKS: WE1558094						
WE1558568	2021/11/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAPPORT CREDIT UNION LIMITED		
REMARKS: WE1479053.						

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
WE1657619	2023/01/24	CHARGE	\$1,225,000	9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
WE1657621	2023/01/24	NO ASSGN RENT GEN		9259929 CANADA INC.	FENNELL PROPERTY MANAGEMENT LTD.	C
WE1774666	2024/12/23	NOTICE	\$2	FENNELL PROPERTY MANAGEMENT LTD.	9259929 CANADA 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.

This is Exhibit "K" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(1574)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 9259929 CANADA INC.

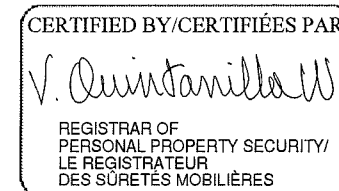
FILE CURRENCY : 28JAN 2025

ENQUIRY NUMBER 20250129195811.58 CONTAINS 26 PAGE(S), 12 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

AIRD & BERLIS LLP
ATTN: ROXANA MANEA
HOLD FOR PICKUP
TORONTO ON M5J2T9

CONTINUED... 2



(crfj6 05/2022)



RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(1575)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
507162177

01 CAUTION PILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20240710 1520 1590 0331 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 126 CATHARINE STREET NORTH HAMILTON ON L8R 1J4
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT READY CAPITAL MORTGAGE HOLDINGS LTD.

09 ADDRESS 4491 HIGHWAY 7 MARKHAM ON L3R 1M1

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT LOOPSTRA NIXON LLP / REXLAW -34366-0004 HB/ST

17 ADDRESS 600-135 QUEENS PLATE DRIVE ETOBICOKE ON M9W 6V7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(1576)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
507162384

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20240710 1527 1590 0333 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 126 CATHARINE STREET NORTH HAMILTON ON L8R 1J4
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / READY CAPITAL MORTGAGE HOLDINGS LTD.
LIEN CLAIMANT

09 ADDRESS 4491 HIGHWAY 7 MARKHAM ON L3R 1M1

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS WITH RESPECT TO THE REAL PROPERTY
14 COLLATERAL MUNICIPALLY KNOWN AS 126 CATHARINE STREET NORTH, HAMILTON ON
15 DESCRIPTION

16 REGISTERING LOOPSTRA NIXON LLP / REXLAW -34366-0004 HB/ST
AGENT

17 ADDRESS 600-135 QUEENS PLATE DRIVE ETOBICOKE ON M9W 6V7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(1577)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
506027304

01 CAUTION PAGING TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20240604 1005 1590 5024 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 126 CATHARINE STREET NORTH HAMILTON ONTARIO CORPORATION NO.
ON L8R 1J4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT READY CAPITAL MORTGAGE HOLDINGS LTD.

09 ADDRESS 4491 HIGHWAY 7 MARKHAM ON L3R 1M1

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR USED
14 COLLATERAL IN CONNECTION WITH, SITUATE AT, OR ARISING FROM THE OWNERSHIP,
15 DESCRIPTION DEVELOPMENT, USE OR DISPOSITION OF, THE REAL PROPERTIES

16 REGISTERING LOOPSTRA NIXON LLP / REXLAW - 34366-0007 HB/ST
17 AGENT

17 ADDRESS 600-135 QUEENS PLATE DRIVE ETOBICOKE ON M9W 6V7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(1578)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
506027304

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
002 2 20240604 1005 1590 5024

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL KNOWN AS 70 OTTAWA STREET NORTH, HAMILTON, ONTARIO
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(1579)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
506028069

01 CAUTION PILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20240604 1014 1590 5028 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 126 CATHARINE STREET NORTH HAMILTON ON L8R 1J4
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT READY CAPITAL MORTGAGE HOLDINGS LTD.

09 ADDRESS 4491 HIGHWAY 7 MARKHAM ON L3R 1M1

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS OVER THE REAL PROPERTIES LEGALLY
14 COLLATERAL KNOWN AS 70 OTTAWA STREET NORTH, HAMILTON, ONTARIO
15 DESCRIPTION

16 REGISTERING LOOPSTRA NIXON LLP / REXLAW - 34366-0007 HB/ST
17 AGENT ADDRESS 600-135 QUEENS PLATE DRIVE ETOBICOKE ON M9W 6V7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(1580)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502413615

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 4 20240201 1749 1793 1356 P PPSA 2

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.
04 ADDRESS 570 CHAPLIN CRESCENT TORONTO ON M5N1E5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT RAPPORT CREDIT UNION LIMITED
09 ADDRESS 405 JAMES STREET SOUTH THUNDER BAY ON P7E2V6

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
X X X X X INCLUDED MATURITY OR MATURITY DATE
X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION ALL EXISTING COLLATERAL AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE
14 DEBTOR, NOW OR HEREINAFTER LOCATED ON, IN, RELATED TO, USED IN
15 CONNECTION WITH OR ARISING FROM THE REAL PROPERTY KNOWN MUNICIPALLY

16 REGISTERING RAPPORT CREDIT UNION LIMITED
17 AGENT ADDRESS 405 JAMES STREET SOUTH THUNDER BAY ON P7E2V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(1581)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502413615

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 4 20240201 1749 1793 1356

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL AS 126 CATHARINE ST. N. HAMILTON, ONTARIO AND 70 OTTAWA STREET
14 COLLATERAL NORTH, HAMILTON, ONTARIO (THE "PROPERTIES") WHICH THE DEBTOR NOW HAS
15 DESCRIPTION OR HEREINAFTER ACQUIRES INCLUDING ALL RENTS, LEASES, AND OTHER

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(1582)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
502413615

00

01

CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20240201 1749 1793 1356		

02

03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY /
LIEN CLAIMANT
ADDRESS

10

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

11

12

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

RIGHTS TO PAYMENT ARISING FROM THE PROPERTIES, ALL AGREEMENTS, BOOKS
AND RECORDS RELATING TO THE PROPERTY WHETHER FINANCIAL, IN
ELECTRONIC FORMAT, OR OTHERWISE) AND ALL OF THE DEBTOR'S RIGHT,

16

17

REGISTERING
AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(1583)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
502413615

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
004 4 20240201 1749 1793 1356

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL TITLE OR INTEREST IN OR TO ANY OF THE FOREGOING WHETHER OWNED BY THE
14 COLLATERAL DEBTOR OR NOT, AND ALL ACCRETIONS, ACCESSORIES THERETO, AND ALL
15 DESCRIPTION PROCEEDS OF ANY OF THE FOREGOING

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(1584)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240726 1543 1590 2496	
21	RECORD REFERENCED	FILE NUMBER	502413615		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	9259929 CANADA INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMENDMENT TO REMOVE REFERENCE TO PROPERTY KNOWN MUNICIPALLY AS 126 CATHERINE ST. N. HAMILTON, ONTARIO.			
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
11	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
13	YEAR	MAKE	MODEL	V.I.N.	
14	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				
15	REGISTERING AGENT OR	BLUEFIN MANAGEMENT GROUP			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	3000-715 HEWITSON STREET	THUNDER BAY	ON P7B 6B5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(1585)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
777873348

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20211102 1147 1590 2587 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 570 CHAPLIN CRES TORONTO ONTARIO CORPORATION NO. M5N 1E5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FENNEL PROPERTY MANAGEMENT LTD.
09 LIEN CLAIMANT ADDRESS 208-1660 NORTH SERVICE RD OAKVILLE ON L6H 7G3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS AND ASSIGNMENT OF MONIES THAT MAY BECOME
14 COLLATERAL PAYABLE UNDER FIRE INSURANCE POLICIES PERTAINING TO 32 BARTON STREET
15 DESCRIPTION EAST, HAMILTON, ON

16 REGISTERING VITULLI PROFESSIONAL CORPORATION O/A VITULLI LAW GROUP
17 AGENT ADDRESS 69 HUGHSON STREET NORTH HAMILTON ON L8R 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(1586)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
777781431

01 CAUTION PAGING TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20211029 1616 1590 2066 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.
04 ADDRESS 570 CHAPLIN CRES TORONTO ONTARIO CORPORATION NO. M5N 1E5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FENNEL PROPERTY MANAGEMENT LTD.
09 LIEN CLAIMANT ADDRESS 208-1660 NORTH SERVICE RD OAKVILLE ON L6H 7G3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS AND ASSIGNMENT OF MONIES THAT MAY BECOME
14 COLLATERAL PAYABLE UNDER FIRE INSURANCE POLICIES PERTAINING TO 1201-1215 CANNON
15 DESCRIPTION STREET EAST, HAMILTON, ON

16 REGISTERING VITULLI PROFESSIONAL CORPORATION O/A VITULLI LAW GROUP
17 AGENT ADDRESS 69 HUGHSON STREET NORTH HAMILTON ON L8R 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 14
(1587)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669049

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20210923 1110 1295 0620	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		9259929 CANADA INC.		

ADDRESS	TORONTO	ONTARIO CORPORATION NO.
570 CHAPLIN CRESCENT		9259929
		ON M5N 1E5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	TANDIA FINANCIAL CREDIT UNION LIMITED	BURLINGTON	ON	L7N 3G2
	3455 NORTH SERVICE ROAD, UNIT 100				

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED			
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
	X	X	X	X	X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	ALL EXISTING AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, NOW OR HEREINAFTER LOCATED ON, IN, RELATED TO, USED IN CONNECTION WITH, OR ARISING FROM, THE REAL PROPERTY KNOWN MUNICIPALLY AS 1203-1215

REGISTERING AGENT	SCARFONE HAWKINS LLP (21R1672)	HAMILTON	ON	L8P 4R5
	1 JAMES STREET SOUTH, 14TH FLOOR			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(1588)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669049

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20210923 1110 1295 0620		

02

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER

10

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
-------	-----------	-----------	----------	-------	---------------------------	--------	---------------------	----	---------------------------

11

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

CANNON ST E, HAMILTON, ONTARIO (THE "PROPERTY") WHICH THE DEBTOR NOW
HAS, OR HEREAFTER ACQUIRES, INCLUDING ALL RENTS AND OTHER RIGHTS TO
PAYMENT ARISING FROM THE PROPERTY, ALL AGREEMENTS, BOOKS, AND RECORDS

16

REGISTERING
AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(1589)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669049

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20210923 1110 1295 0620		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

RELATING TO THE PROPERTY (WHETHER FINANCIAL, IN ELECTRONIC FORMAT,
OR OTHERWISE), AND ALL OF THE DEBTOR'S RIGHT, TITLE OR INTEREST IN OR
TO ANY OF THE FOREGOING WHETHER OWNED BY THE DEBTOR OR NOT, AND ALL

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 17
(1590)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669049

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20210923 1110 1295 0620		

02

03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE

11

12

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

ACCRETIONS, ACCESSORIES THERETO, AND ALL PROCEEDS OF ANY OF THE
FOREGOING.

16

17

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

18

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(1591)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
776669094

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20210923 1113 1295 0621	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		9259929 CANADA INC.		

04 ADDRESS 570 CHAPLIN CRESCENT TORONTO ONTARIO CORPORATION NO. 9259929
ON M5N 1E5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT TANDIA FINANCIAL CREDIT UNION LIMITED

09 ADDRESS 3455 NORTH SERVICE ROAD, UNIT 100 BURLINGTON ON L7N 3G2

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X	X	X	X	X	X		

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13 GENERAL ALL EXISTING AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, NOW
14 COLLATERAL OR HEREINAFTER LOCATED ON, IN, RELATED TO, USED IN CONNECTION WITH,
15 DESCRIPTION OR ARISING FROM, THE REAL PROPERTY KNOWN MUNICIPALLY AS 32 BARTON ST

16 REGISTERING SCARFONE HAWKINS LLP (21R1672)
17 AGENT ADDRESS 1 JAMES STREET SOUTH, 14TH FLOOR HAMILTON ON L8P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(1592)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669094

00

01

CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20210923 1113 1295 0621		

02

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /
LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

10

11

MOTOR
VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

13

GENERAL

E, HAMILTON, ONTARIO (THE "PROPERTY") WHICH THE DEBTOR NOW HAS, OR

14

COLLATERAL

HEREAFTER ACQUIRES, INCLUDING ALL RENTS AND OTHER RIGHTS TO PAYMENT

15

DESCRIPTION

ARISING FROM THE PROPERTY, ALL AGREEMENTS, BOOKS, AND RECORDS

16

REGISTERING
AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(1593)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669094

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	4		20210923 1113 1295 0621		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
---------------	------	------	-------	--------

GENERAL RELATING TO THE PROPERTY (WHETHER FINANCIAL, IN ELECTRONIC FORMAT, OR
COLLATERAL OTHERWISE), AND ALL OF THE DEBTOR'S RIGHT, TITLE OR INTEREST IN OR
DESCRIPTION TO ANY OF THE FOREGOING WHETHER OWNED BY THE DEBTOR OR NOT, AND ALL

REGISTERING AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 21
(1594)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669094

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20210923 1113 1295 0621		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

ACCRETIONS, ACCESSORIES THERETO, AND ALL PROCEEDS OF ANY OF THE
FOREGOING.

REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(1595)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
776669292

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20210923 1117 1295 0622	P PPSA	05

02

03

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
		9259929 CANADA INC.			

04

ADDRESS	TORONTO
570 CHAPLIN CRESCENT	

ONTARIO CORPORATION NO. 9259929
ON M5N 1E5

05

06

DEBTOR NAME	DATE OF BIRTH	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY / LIEN CLAIMANT	ADDRESS
TANDIA FINANCIAL CREDIT UNION LIMITED	3455 NORTH SERVICE ROAD, UNIT 100

ON L7N 3G2

10

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
				X	X			

11

12

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13

14

15

GENERAL COLLATERAL DESCRIPTION
GENERAL ASSIGNMENT OF RENTS AND LEASES RELATING TO 1203-1215 CANNON ST E, HAMILTON, ONTARIO, PLUS PROCEEDS.

16

17

REGISTERING AGENT	ADDRESS	HAMILTON	ON	L8P 4R5
	1 JAMES STREET SOUTH, 14TH FLOOR			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(1596)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
776669346

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 1 20210923 1119 1295 0623 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 570 CHAPLIN CRESCENT TORONTO ONTARIO CORPORATION NO. 9259929
ON M5N 1E5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / TANDIA FINANCIAL CREDIT UNION LIMITED
09 LIEN CLAIMANT ADDRESS 3455 NORTH SERVICE ROAD, UNIT 100 BURLINGTON ON L7N 3G2

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS AND LEASES RELATING TO 32 BARTON ST E,
14 COLLATERAL HAMILTON, ONTARIO, PLUS PROCEEDS.
15 DESCRIPTION

16 REGISTERING SCARFONE HAWKINS LLP (21R1672)
17 AGENT ADDRESS 1 JAMES STREET SOUTH, 14TH FLOOR HAMILTON ON L8P 4R5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(1597)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
770404086

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20210308 1937 1531 7368	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 9259929 CANADA INC.

04 ADDRESS 570 CHAPLIN CRES TORONTO ON M5N 1E5

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / THE TORONTO-DOMINION BANK - 05072

09 LIEN CLAIMANT ADDRESS 443 SPADINA RD TORONTO ON M5P 2W3

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED		
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
	X		X	X	X	X			X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP

17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj1fv 05/2022)

Ontario 

RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(1598)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20240524 1613 1532 6360	
21	RECORD REFERENCED	FILE NUMBER	770404086		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	9259929 CANADA INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	APPLICATION ID 1693529			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEREE	BUSINESS NAME	9259929 CANADA INC.		
04/07	ADDRESS	62 MAPLE AVE	TORONTO	ONTARIO CORPORATION NO.	ON M4W 2T7
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
11	MOTOR VEHICLE	GENERAL			
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	D + H LIMITED PARTNERSHIP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)



RUN NUMBER : 029
RUN DATE : 2025/01/29
ID : 20250129195811.58

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(1599)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 9259929 CANADA INC.
FILE CURRENCY : 28JAN 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
507162177	20240710 1520 1590 0331			
507162384	20240710 1527 1590 0333			
506027304	20240604 1005 1590 5024			
506028069	20240604 1014 1590 5028			
502413615	20240201 1749 1793 1356	20240726 1543 1590 2496		
777873348	20211102 1147 1590 2587			
777781431	20211029 1616 1590 2066			
776669049	20210923 1110 1295 0620			
776669094	20210923 1113 1295 0621			
776669292	20210923 1117 1295 0622			
776669346	20210923 1119 1295 0623			
770404086	20210308 1937 1531 7368	20240524 1613 1532 6360		

14 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf)6 05/2022)

This is Exhibit "L" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

Matilda Lici

76E576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

January 30, 2025

**DELIVERED VIA COURIER
AND VIA EMAIL rthawer@gmail.com**

9259929 Canada Inc.
570 Chaplin Cres.
Toronto, ON M5N 1E5

Attention: Rahim Thawer

Dear Sir:

Re: Commitment Letter between Tandia Financial Credit Union Limited (“Tandia”), as lender, and 9259929 Canada Inc. (the “Borrower”), as borrower, as guaranteed by Rahim Thawer (collectively, the “Credit Parties”)

We are counsel to Tandia in the above-noted matter.

Reference is made to the Commitment Letter dated September 20, 2021 between Tandia, the Borrower and guaranteed by the other Credit Party (as amended, replaced, restated or supplemented from time to time, the “**Credit Agreement**”) and each related loan document contemplated under the Credit Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to the Credit Agreement, and the documentation executed in connection therewith, Tandia agreed to make available, or extend, certain loan facilities and other financial accommodations (collectively, the “**Credit Facilities**”) to the Borrower, and the Credit Parties granted certain security to Tandia to secure the Credit Parties’ debts and obligations (collectively, the “**Security**”).

As you are aware, the Borrower is in default under the Credit Agreement for failing to observe one or more covenants, terms or conditions contained in the Credit Agreement (collectively, the “**Existing Defaults**”). Specifically, these Existing Defaults include, but are not limited to, the Borrower failing to pay the scheduled amounts of principal, interest and fees on the date when they become due and the Borrower failing to comply with one or more covenants. To date, the Credit Parties have not cured the Existing Defaults as required by Tandia.

Tandia has not waived any of the Borrower’s Existing Defaults, and is not prepared to tolerate the Existing Defaults to continue. Accordingly, Tandia requires the Borrower to take immediate steps to rectify such defaults.

As a result of any and all known and unknown Events of Default, as the case may be, including the Existing Defaults, Tandia has the right to demand the immediate repayment of all of the liabilities, obligations and indebtedness owing under the Credit Agreement (collectively, the “**Obligations**”), and to pursue its rights and remedies against the Borrower, including, without limitation, its rights against the Security.

Furthermore, the Borrower is required to reimburse Tandia for all legal fees and disbursements of Tandia and its legal counsel in connection with the Credit Agreement and any documentation resulting therefrom or the enforcement thereof. Tandia has incurred out of pocket fees and expenses, which amounts remain unpaid by the Borrower and continue to accrue.

Nevertheless, Tandia wishes to inform you that it is no longer prepared to continue its lending relationship with the Borrower or provide any other financial accommodations and, accordingly, requires that the Borrower make immediate arrangements to refinance and/or repay Tandia in full by no later than March 17, 2025 (the “**Repayment Date**”).

Please be advised that this decision by Tandia not to immediately enforce its rights and remedies at this time shall in no way constitute a waiver of any of the Existing Defaults or any additional or subsequent Events of Default under the Credit Agreement or otherwise, and Tandia hereby expressly reserves any and all of its rights and remedies under the Credit Agreement, the related Security and any and all documents and agreements ancillary thereto, including, without limitation, the right to appoint a receiver as circumstances warrant.

Failing repayment by the Borrower of the amounts owed to Tandia on or before the Repayment Date, Tandia will have little option but to proceed to take enforcement steps in order to recover amounts owed to it.

Yours truly,
AIRD & BERLIS LLP



Kyle Plunkett
KP/ML
CM:63298896.1

This is Exhibit "M" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:
Matilda Lici

7CE576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

April 8, 2025

**DELIVERED VIA COURIER
AND VIA EMAIL: rthawer@gmail.com**

9259929 Canada Inc.
126 Catharine Street North
Hamilton, ON L8R 1J4

Attention: Rahim Thawer

Dear Mr. Thawer:

**Re: Tandia Financial Credit Union Limited ("Tandia" or "Lender") loans to 9259929
Canada Inc. (the "Debtor"), as guaranteed by Rahim Thawer (the "Guarantor")**

We are the lawyers for Tandia in connection with its lending arrangements with the Debtor.

The Debtor is indebted to Tandia with respect to certain credit facilities (collectively, the "**Credit Facilities**") made available by Tandia to the Debtor pursuant to and under the terms of a Commitment Letter dated September 20, 2021, as supplemented by (i) a Promissory Note dated October 4, 2021 in the principal amount of \$1,600,000, and (ii) a Promissory Note dated October 4, 2021 in the principal amount of \$1,825,000 (as the same may have been amended, replaced, restated or supplemented from time to time, and collectively, the "**Credit Agreement**").

The following amounts are owing by the Debtor to Tandia for principal and interest pursuant to the Credit Agreement as of April 7, 2025:

Account No.	Fee Type	Amount
124-6471759 / Loan 5	Principal	\$1,728,516.43
	Accrued interest	\$68,432.68
	Statement Fee	\$80.00
	Discharge & Electronic Registration	\$550.00
	Balance Due in Tisa 40 account	\$766.91
Sub-total:		\$1,798,346.02
124-6471759 / Loan 15	Principal	\$1,525,596.99
	Accrued interest	\$60,177.43
	Statement Fee	\$80.00
	Discharge & Electronic Registration	\$550.00
Sub-total:		\$1,579,659.49
TOTAL:		\$3,384,750.44¹

¹ This amount does not include any accruing interest from and after April 7, 2025, or costs and expenses (including any legal and other professional fees) incurred by Tandia.

As further outlined in the Exit Letter issued to the Debtor on January 30, 2025, the Debtor was (and continues to be) in default under the Credit Agreement. These defaults, none of which have been waived by Tandia, include, but are not limited to, the failure to pay the scheduled amounts of principal, interest and fees on the date when they become due and the failure to comply with one or more covenants.

Accordingly, on behalf of Tandia, we hereby make formal demand for payment of **\$3,384,750.44** together with accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by Tandia (collectively, the “**Indebtedness**”) pursuant to the Credit Agreement. Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness and other obligations of the Debtor in connection with the Credit Facilities under the Credit Agreement are secured by, among other things:

- (i) general security agreements dated October 4, 2021 from the Debtor, which grant to Tandia, among other things, a first-ranking security interest in all of the Debtor’s present and after-acquired personal property;
- (ii) a charge/mortgage in the amount of \$1,825,000.00 granted by the Debtor on the real property municipally known as 1203-1215 Cannon Street East, Hamilton, Ontario; and
- (iii) a charge/mortgage in the amount of \$1,600,000.00 granted by the Debtor on the real property municipally known as 32 Barton Street East, Hamilton, Ontario.

If payment of the Indebtedness is not received immediately, Tandia shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the appointment of an interim receiver, receiver, or receiver and manager of the Debtor or any other proceedings that are necessary, in which case, Tandia will also seek all costs it incurs in doing so.

On behalf of Tandia, we also enclose a Notice of Intention to Enforce Security, which is delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”). Tandia hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP



Kyle Plunkett
e.c. Client
Matilda Lici

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))
DELIVERED BY COURIER AND EMAIL

To: **9259929 Canada Inc.**
126 Catharine Street North
Hamilton, ON L8R 1J4
Insolvent company / person

TAKE NOTICE that:

1. Tandia Financial Credit Union Limited ("**Tandia**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of 9259929 Canada Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal and real property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, (i) general security agreements dated October 4, 2021 from the Debtor, which grant to Tandia, among other things, a first-ranking security interest in all of the Debtor's present and after-acquired personal property; (ii) a charge/mortgage in the amount of \$1,825,000.00 granted by the Debtor on the real property municipally known as 1203-1215 Cannon Street East, Hamilton, Ontario; and (iii) a charge/mortgage in the amount of \$1,600,000.00 granted by the Debtor on the real property municipally known as 32 Barton Street East, Hamilton, Ontario.
3. As of April 7, 2025, the total amount of indebtedness secured by the Security is **\$3,384,750.44** in principal and interest, plus accruing interest and costs of Tandia (including, without limitation, Tandia's legal and other professional fees).
4. Tandia will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 8th day of April, 2025.

Tandia Financial Credit Union Limited
by its lawyers, **Aird & Berlis LLP**

Per:

Kyle Plunkett

Brookfield Place, Suite 1800
181 Bay Street, Toronto, ON M5J 2T9
Tel: 416-863-1500/Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

63855970.2

AIRD BERLIS

April 8, 2025

**DELIVERED VIA COURIER
AND VIA EMAIL: rthawer@gmail.com**

Rahim Thawer
570 Chaplin Crescent
Toronto, ON M5N 1E5

Dear Mr. Thawer:

Re: Tandia Financial Credit Union Limited (“Tandia” or “Lender”) loans to 9259929 Canada Inc. (the “Debtor”), as guaranteed by Rahim Thawer (the “Guarantor”)

We are the lawyers for Tandia in connection with its lending arrangements with the Debtor.

The Debtor is indebted to Tandia with respect to certain credit facilities (collectively, the “**Credit Facilities**”) made available by Tandia to the Debtor pursuant to and under the terms of a Commitment Letter dated September 20, 2021, as supplemented by (i) a Promissory Note dated October 4, 2021 in the principal amount of \$1,600,000, and (ii) a Promissory Note dated October 4, 2021 in the principal amount of \$1,825,000 (as the same may have been amended, replaced, restated or supplemented from time to time, and collectively, the “**Credit Agreement**”).

In your personal capacity, you guaranteed the obligations of the Debtor pursuant to a guarantee dated October 4, 2021 in the amount of \$3,425,000.00 (the “**Guarantee**”).

The following amounts are owing by the Debtor to Tandia for principal and interest pursuant to the Credit Agreement as of April 7, 2025:

Account No.	Fee Type	Amount
124-6471759 / Loan 5	Principal	\$1,728,516.43
	Accrued interest	\$68,432.68
	Statement Fee	\$80.00
	Discharge & Electronic Registration	\$550.00
	Balance Due in Tisa 40 account	\$766.91
	Sub-total:	\$1,798,346.02
124-6471759 / Loan 15	Principal	\$1,525,596.99
	Accrued interest	\$60,177.43
	Statement Fee	\$80.00
	Discharge & Electronic Registration	\$550.00
	Sub-total:	\$1,579,659.49
TOTAL:		\$3,384,750.44¹

¹ This amount does not include any accruing interest from and after April 7, 2025, or costs and expenses (including any legal and other professional fees) incurred by Tandia.

Tandia has made formal demand on the Debtor for payment of amounts owing to it under the Credit Agreement. Accordingly, on behalf of Tandia, we hereby make formal demand for payment of **\$3,384,750.44** together with accruing interest and any and all legal costs (on a solicitor and own client basis) incurred by or on behalf of Tandia resulting from any action instituted on the basis of this Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Guarantee.

If payment of the Indebtedness is not received immediately, Tandia shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of legal proceedings against the Guarantor in the Ontario Superior Court of Justice, in which case Tandia will also seek all costs it incurs in doing so.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in blue ink, appearing to read 'Kyle Plunkett', with a stylized flourish at the end.

Kyle Plunkett
e.c. Client
Matilda Lici

This is Exhibit "N" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

Matilda Lici

70E576F4AA3D4CA...

A Commissioner, etc.
Matilda Lici

TREASURERS CERTIFICATE OF OUTSTANDING REALTY TAXES
AND CHARGES COLLECTIBLE AS SUCH

CERTIFIED AS AT: **May 26, 2025**

CERTIFIED ON: **May 26, 2025**

ISSUED TO: AIRD & BERLIS
181 BAY ST SUITE 1800
BROOKFIELD PLACE
TORONTO ON
M5J 2T9

CERTIFICATE NO. **55288**

YOUR FILE NO. 326846

ROLL NUMBER: 2518 040-312-03175-0000

ASSESSED VALUE: 654,000

ASSESSED OWNER: 9259929 CANADA INC.

STREET ADDRESS: 1203 - CANNON ST E # 1215

LEGAL: PLAN 297 PT LOTS 113 & 114
RP 62R14146 PART 2
0.06AC 50.82FR 50.00D

STATEMENT OF TAX ARREARS

YEAR	LEVIED	PRINCIPAL OUTSTANDING	INTEREST OUTSTANDING	BALANCE
2024	11,986.43	12,874.68	1,831.29	14,705.97
2023	11,816.59	11,839.69	3,503.49	15,343.18
2022+	216,759.24	13,398.95	5,886.95	19,285.90
TOTAL ARREARS :				49,335.05

STATEMENT OF CURRENT TAXES

CURRENT LEVY	INSTALMENT DUE DATES AND AMOUNTS				OUTSTANDING AMOUNTS	
INTERIM	5,993.21	2025/02/28	2,997.00	2025/04/30	2,996.21	TAX 19,040.87
FINAL	13,047.66	2025/06/30	6,524.00	2025/09/30	6,523.66	ADJUSTMENTS 15.65
SUPP.	0.00					PENALTY 112.38
TOTAL	19,040.87					BALANCE 19,168.90
TOTAL BALANCE AS AT DATE OF CERTIFICATION: Total Balance includes any instalments that may not yet be due.						68,503.95

ANNUAL RESIDENTIAL VUT DECLARATION REQUIRED – hamilton.ca/VacantUnitTax;

A **Penalty Charge** of 1.25% on the unpaid taxes is applied on the first day of default. An **Interest Charge** of 1.25% per month (15% per annum) is applied on the first of each month thereafter, until the past due balance is paid in full.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

1. All arrears or property taxes returned to this office and due and owing against the above lands; and

2. The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under part XI of the Municipal Act, 2001 and whether the interim and / or final property taxes for the City of Hamilton have been levied for the current year.

Mike Zegarac, Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

BYLAW / ADJ.	DESCRIPTION	AMOUNT	EXPIRY

Notes:

1. This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act R.S.O. 2001 c25. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.

2. The total property taxes shown may include additions to the Tax Collector's Roll as authorized by statue. Adjustment of this nature not applied to the Collector's Roll as at date of certification may be added subsequently without further notice.

3. There could be additional recoverable Local Improvement/Municipal Act charges if the Farm Exemption is lost through a change in status of the land. Municipal Act projects may be petitioned for and/or undertaken in the future. If you have inquiries regarding these charges, please contact DevelopmentOfficer@hamilton.ca.

4. The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.

5. Any credit balance appearing on this certificate is not yet verified. No adjustments shall be made unless the credit balance is a known and acknowledged overpayment.

6. This certificate is subject to additional property taxes or adjustments to taxes which may be levied pursuant to the provisions of the Municipal Act, the Assessment Act, or any other applicable legislation. Examples include adjustments due to apportionment of the base roll number's taxes and/or additional taxes for new developments or new buildings.

7. The property tax bill and / or a copy of this certificate should be given to the new owners on or before closing so that tax installments may be paid by the due dates to avoid late penalty and interest charges being added.

TREASURERS CERTIFICATE OF OUTSTANDING REALTY TAXES
AND CHARGES COLLECTIBLE AS SUCH

CERTIFIED AS AT: **May 26, 2025**

CERTIFIED ON: **May 26, 2025**

ISSUED TO: AIRD & BERLIS
181 BAY ST SUITE 1800
BROOKFIELD PLACE
TORONTO ON
M5J 2T9

CERTIFICATE NO. **55289**

YOUR FILE NO. 326846

ROLL NUMBER: 2518 020-156-55610-0000

ASSESSED VALUE: 539,000

ASSESSED OWNER: 9259929 CANADA INC

STREET ADDRESS: 32 BARTON ST E

LEGAL: PLAN 181 PT LOTS 11 & 12
PLUS R-O-W
0.08AC 36.75FR 90.00D

STATEMENT OF TAX ARREARS

YEAR	LEVIED	PRINCIPAL OUTSTANDING	INTEREST OUTSTANDING	BALANCE
2024	13,800.39	13,832.64	1,956.62	15,789.26
2023	12,977.53	13,000.63	3,826.35	16,826.98
2022+	218,528.78	13,305.35	5,610.17	18,915.52
TOTAL ARREARS :				51,531.76

STATEMENT OF CURRENT TAXES

CURRENT LEVY	INSTALMENT DUE DATES AND AMOUNTS				OUTSTANDING AMOUNTS	
INTERIM	6,760.68	2025/02/28	3,380.00	2025/04/30	3,380.68	TAX 14,418.85
FINAL	7,658.17	2025/06/30	3,829.00	2025/09/30	3,829.17	ADJUSTMENTS 15.65
SUPP.	0.00					PENALTY 126.76
TOTAL	14,418.85					BALANCE 14,561.26
TOTAL BALANCE AS AT DATE OF CERTIFICATION: Total Balance includes any instalments that may not yet be due.						66,093.02

ANNUAL RESIDENTIAL VUT DECLARATION REQUIRED – hamilton.ca/VacantUnitTax;

A **Penalty Charge** of 1.25% on the unpaid taxes is applied on the first day of default. An **Interest Charge** of 1.25% per month (15% per annum) is applied on the first of each month thereafter, until the past due balance is paid in full.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

1. All arrears or property taxes returned to this office and due and owing against the above lands; and

2. The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under part XI of the Municipal Act, 2001 and whether the interim and / or final property taxes for the City of Hamilton have been levied for the current year.

Mike Zegarac, Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

BYLAW / ADJ.	DESCRIPTION	AMOUNT	EXPIRY
36	Prkg-HST Incl	290.12	01/01/2100

Notes:

1. This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act R.S.O. 2001 c25. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.

2. The total property taxes shown may include additions to the Tax Collector's Roll as authorized by statue. Adjustment of this nature not applied to the Collector's Roll as at date of certification may be added subsequently without further notice.

3. There could be additional recoverable Local Improvement/Municipal Act charges if the Farm Exemption is lost through a change in status of the land. Municipal Act projects may be petitioned for and/or undertaken in the future. If you have inquiries regarding these charges, please contact DevelopmentOfficer@hamilton.ca.

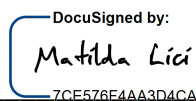
4. The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.

5. Any credit balance appearing on this certificate is not yet verified. No adjustments shall be made unless the credit balance is a known and acknowledged overpayment.

6. This certificate is subject to additional property taxes or adjustments to taxes which may be levied pursuant to the provisions of the Municipal Act, the Assessment Act, or any other applicable legislation. Examples include adjustments due to apportionment of the base roll number's taxes and/or additional taxes for new developments or new buildings.

7. The property tax bill and / or a copy of this certificate should be given to the new owners on or before closing so that tax installments may be paid by the due dates to avoid late penalty and interest charges being added.

This is Exhibit "O" of
the Affidavit of Dawood Khan
Sworn before me this 4th day of June 2025

DocuSigned by:

7CE576F4AA3D4CA

A Commissioner, etc.
Matilda Lici

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

9259929 CANADA INC.

Respondent

**APPLICATION UNDER SUBSECTION 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**

**CONSENT TO ACT AS
COURT-APPOINTED RECEIVER**

MSI SPERGEL INC. hereby consents to act as the court-appointed receiver, without security, over all of the assets, undertakings, and properties of the Respondent, 9259929 Canada Inc., acquired for or used in relation to a business or businesses carried on by the Respondent, including, without limitation, the real property municipally known as 1203-1215 Cannon Street East, Hamilton, Ontario and legally described in PIN 17246-0356 (LT) and 32 Barton Street East, Hamilton, Ontario and legally described in PIN 17161-0044 (LT).

Dated at Toronto, Ontario this 23rd day of May 2025.

msi Spergel Inc., solely in its capacity as
Receiver and not in its personal capacity

Per: 

Name: Mukul Manchanda

Title: Managing Partner, Corporate
Restructuring and Insolvency

I have authority to bind the Corporation.

TANDIA FINANCIAL CREDIT UNION LIMITED

- and -

9259929 CANADA INC.

Applicant

Respondent

Court File No. CV-25-00090460-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Hamilton

**CONSENT TO ACT AS
RECEIVER**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO #61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Lawyers for Tandia Financial Credit Union Limited

TANDIA FINANCIAL CREDIT UNION LIMITED
Applicant

- and -

9259929 CANADA INC.
Respondent

Court File No. CV-25-00090460-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Hamilton

AFFIDAVIT OF DAWOOD KHAN
(sworn June 4, 2025)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO # 61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Lawyers for Tandia Financial Credit Union Limited

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE _____
JUSTICE _____

)
)
)

TUESDAY, THE 24TH
DAY OF JUNE, 2025

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

9259929 CANADA INC.

Respondent

**APPLICATION UNDER SUBSECTION 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**

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant, Tandia Financial Credit Union, 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 msi Spergel Inc. ("**Spergel**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 9259929 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including the real properties municipally known as (i) 1203-1215 Cannon Street East, Hamilton, Ontario and legally described in PIN 17246-0356 (LT) and (ii) 32 Barton Street East, Hamilton, Ontario and legally described in PIN 17161-0044 (LT) (together, the "**Real Properties**"),

including, in each case, all proceeds thereof (collectively, the “**Property**”), was heard this day at 45 Main Street East, Hamilton, Ontario, L8N 2B7 by way of judicial videoconference.

ON READING the Application Record of the Applicant, including Affidavit of Dawood Khan sworn June 4, 2025 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and all other counsel listed on the counsel slip, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service and on reading the consent of Spergel to act as the Receiver,

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, Spergel is hereby appointed Receiver, without security, of all of the Property of the Debtor, including, for greater certainty, the Real 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 Property 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 and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property 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, 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;
- (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 or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, 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, the Property 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 Property, including advertising and soliciting offers in respect of the Property 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 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$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;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (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 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 against title to any of the Property;

- (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;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor 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, and without interference from any other Person.

LISTING OF THE REAL PROPERTIES

4. **THIS COURT ORDERS** that the Receiver may, without further order of this Court, enter into a listing agreement for the sale of the Real Properties (the "**Listing Agreement**") with a broker or realtor approved by the Receiver and to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Listing Agreement.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (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 in such Person's possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **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, 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 6 or in paragraph 7 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.

7. **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.

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 DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property 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 or the Property 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 Debtor, the Receiver, or affecting the Property, 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 to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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 Debtor, 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 Debtor 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 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 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 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 Property 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor'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

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 Property 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 (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 shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 Real 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 within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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

19. **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, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property 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.

20. **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.

21. **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

22. **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 \$200,000 (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 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.

23. **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.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **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

26. **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 of the *Rules of Civil Procedure* (the "Rules"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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.spergelcorporate.ca/engagements/>'.

27. **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's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their 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 clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

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 Debtor.

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 Application, 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 Debtor's 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 AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Divisions of Wentworth (No. 62) accept this Order for registration on title to the Real Property described in **Schedule "B"** hereto.

36. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without any need for entry or filing.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 9259929 Canada Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 10th day of June, 2025 (the "**Order**") made in an action having Court file number CV-25-00090460-0000, 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.

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 _____ 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.

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, 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 in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. 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.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. 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____.

msi Spergel Inc., solely in its capacity as
Receiver of the Property of 9259929 Canada
Inc., and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE “B”

DESCRIPTION OF REAL PROPERTY

1. PT LTS 113 AND 114 PL 297, PART 2 ON 62R14146; CITY OF HAMILTON, 17246-0356 (LT);
2. PT LT 11-12 PL 181 AS IN VM150755, T/W VM277618, T/W INTEREST IN VM277618; CITY OF HAMILTON, 17161-0044 (LT)

64576235.3

TANDIA FINANCIAL CREDIT UNION LIMITED
Applicant

- and -

9259929 CANADA INC.
Respondent

Court File No. CV-25-00090460-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Hamilton

ORDER
(Appointing Receiver)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO # 61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Lawyers for Tandia Financial Credit Union Limited

TAB 5

~~Court File No. _____~~

Court File No. CV-25-00090460-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~_____~~) ~~WEEKDAY~~TUESDAY, THE #24TH
JUSTICE ~~_____~~) DAY OF ~~MONTH~~JUNE, ~~20YR~~2025

PLAINTIFF⁺

B E T W E E N:

Plaintiff
TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

DEFENDANT

9259929 CANADA INC.

Respondent

~~Defendant~~

APPLICATION UNDER SUBSECTION 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**

ORDER
(appointing Receiver)

~~⁺ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant, Tandia Financial Credit Union, 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 ~~[RECEIVER'S NAME]~~msi Spergel Inc. ("Spergel") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~9259929 Canada Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including the real properties municipally known as (i) 1203-1215 Cannon Street East, Hamilton, Ontario and legally described in PIN 17246-0356 (LT) and (ii) 32 Barton Street East, Hamilton, Ontario and legally described in PIN 17161-0044 (LT) (together, the "Real Properties"), including, in each case, all proceeds thereof (collectively, the "Property"), was heard this day at ~~330 University Avenue, Toronto~~45 Main Street East, Hamilton, Ontario, L8N 2B7 by way of judicial videoconference.

ON READING the ~~affidavit of [NAME] sworn [DATE]~~Application Record of the Applicant, including Affidavit of Dawood Khan sworn June 4, 2025 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES], no one~~the Applicant and all other counsel listed on the counsel slip, no one else appearing for ~~[NAME]~~any other person on the service list, although duly served as appears from the affidavit of service ~~of [NAME] sworn [DATE]~~ and on reading the consent of ~~[RECEIVER'S NAME]~~Spergel to act as the Receiver,

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 validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

²Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

³If 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.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ Spergel is hereby appointed Receiver, without security, of all of the ~~assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by~~ Property of the Debtor, including ~~all proceeds thereof (the "Property"), for~~ greater certainty, the Real 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 Property 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 and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property 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, 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;
- (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 or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, 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, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ 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, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

~~⁴ 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.~~

(k) to sell, convey, transfer, lease or assign the Property 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 \$~~_____~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~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*, ~~f~~or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ 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 or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(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 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 against title to any of the Property;

~~⁵ 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.~~

- (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;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~2~~.

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, and without interference from any other Person.

LISTING OF THE REAL PROPERTIES

4. **THIS COURT ORDERS** that the Receiver may, without further order of this Court, enter into a listing agreement for the sale of the Real Properties (the "Listing Agreement") with a broker or realtor approved by the Receiver and to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Listing Agreement.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. ~~4.~~ **THIS COURT ORDERS** that (i) the Debtor, (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 in such Person's possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. ~~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, 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~~6 or in paragraph ~~6~~7 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.

7. ~~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.

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 OR THE PROPERTY

10. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property 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 or the Property 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, the Receiver, or affecting the Property, 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 to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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. ~~11.~~ **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, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 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 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 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. ~~13.~~ **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 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 shall remain the employees of the Debtor until such time as the Receiver, on the Debtor'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

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 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 (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 shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~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~~Real 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 within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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

19. ~~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, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property 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.⁶

~~⁶ 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~~

20. ~~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.

21. ~~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 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

22. ~~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 \$~~_____~~200,000 (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 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.

23. ~~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.

~~that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

24. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. ~~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

26. ~~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 of the Rules of Civil Procedure (the "Rules"), 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.spergelcorporate.ca/engagements/>'.

27. ~~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's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their 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 clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

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.

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~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Applicant's security or, if not so provided by the ~~Plaintiff's~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor'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 AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Divisions of Wentworth (No. 62) accept this Order for registration on title to the Real Property described in **Schedule "B"** hereto.

36. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without any need for entry or filing.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of 9259929 Canada Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (~~Commercial List~~) (the "Court") dated the 10th day of June, 20 2025 (the "Order") made in an action having Court file number CL CV-25-00090460-0000, 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.

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 _____ 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.

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, 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 in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. 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.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. 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~~20_____.

~~[RECEIVER'S NAME]~~ msi Spergel Inc., solely
in its capacity
- as Receiver of the Property of 9259929 Canada
Inc., and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

DESCRIPTION OF REAL PROPERTY

1. PT LTS 113 AND 114 PL 297, PART 2 ON 62R14146; CITY OF HAMILTON, 17246-0356 (LT);
2. PT LT 11-12 PL 181 AS IN VM150755, T/W VM277618, T/W INTEREST IN VM277618; CITY OF HAMILTON, 17161-0044 (LT)

64576235.3

TAB 6

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

9259929 CANADA INC.

Respondent

**APPLICATION UNDER SUBSECTION 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**

**SERVICE LIST
(as of June 5, 2025)**

AIRD & BERLIS LLP

Brookfield Place
181 Bay St., Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO #61044N)

Tel: 416-865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: 416-865-7713

Email: mlici@airdberlis.com

Lawyers for Tandia Financial Credit Union Limited

MSI SPERGEL INC.

200 Yorkland Blvd, Suite 1100
Toronto, ON M2J 5C1

Mukul Manchanda

Tel: 416-498-4314
Email: mmanchanda@spergel.ca

Proposed receiver

9259929 CANADA INC.

126 Catharine Street North
Hamilton, ON L8R 1J4

Rahim Thawer

Email: rthawer@gmail.com

READY CAPITAL MORTGAGE HOLDINGS LTD.

4491 Highway 7
Markham, ON L3R 1M1

RAPPORT CREDIT UNION LIMITED

405 James Street South
Thunder Bay, ON P7E 2V6

BLUEFIN MANAGEMENT GROUP

3000-715 Hewitson Street
Thunder Bay, ON P7B 6B5

FENNELL PROPERTY MANAGEMENT LTD.

208-1660 North Service Road
Oakville, ON L6H 7G3

D + H LIMITED PARTNERSHIP

2 Robert Speck Parkway, 15th Floor
Mississauga, ON L4Z 1H8

ATTORNEY GENERAL OF CANADA

Department of Justice of Canada
Ontario Regional Office, Tax Law Section
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by Ministry of Finance

Legal Services Branch

Revenue Collections Branch – Insolvency Unit

33 King Street West

Oshawa, ON L1H 8H5

Email: insolvency.unit@ontario.ca

EMAIL SERVICE LIST

kplunkett@airdberlis.com; mlici@airdberlis.com; mmanchanda@spergel.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; rthawer@gmail.com; info@readycapital.ca; info@bluefinmgt.com; insolvency.unit@ontario.ca

TANDIA FINANCIAL CREDIT UNION LIMITED
Applicant

- and -

9259929 CANADA INC.
Respondent

Court File No. CV-25-00090460-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Hamilton

APPLICATION RECORD
(Returnable June 24, 2025)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO # 61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Matilda Lici (LSO #79621D)

Tel: (416) 865-3428

Email: mlici@airdberlis.com

Lawyers for Tandia Financial Credit Union Limited