

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

APPLICATION RECORD OF THE APPLICANT

(Returnable February 25, 2025)

February 11, 2025

HARRISON PENSA LLP

Barristers & Solicitors

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The Bank of Nova Scotia

INDEX

INDEX

Tab	Document	Page No.
1	Notice of Motion issued February 10, 2025	5
	Schedule A-1 – Order (Cleanline)	16
	Schedule A-2 – Order (Blackline)	34
2	Affidavit of Eugene Ngo dated January 30, 2025	54
	Exhibit A - Corporate Profile	65
	Exhibit B – Parcel Registry Search Results	68
	Exhibit C – Letter Agreement	71
	Exhibit D – Mortgage	80
	Exhibit E – Standard Charge Terms	84
	Exhibit F – Personal Property Security Registration System Search Results for the Debtor	91
	Exhibit G – Bank’s letter dated February 16, 2023	98
	Exhibit H – Bank’s letter dated January 3, 2024	102
	Exhibit I – Letter from counsel for the Debtor dated September 23, 2024	106
	Exhibit J – Demands	112

Tab 1

**ONTARIO
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BETWEEN:



THE BANK OF NOVA SCOTIA

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-and-

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Respondent

NOTICE OF APPLICATION

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

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing:

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

On Tuesday, February 25, 2025, at 10:00 a.m. or as soon after that time as the application can be heard by judicial teleconference via Zoom at Windsor, Ontario. Zoom particulars to follow.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant do not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer, or where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: February 5, 2025

Issued by _____
Registrar
Superior Court of Justice
245 Windsor Ave.
Windsor, Ontario N9A 1J2

TO: Service List Attached

SERVICE LIST

TO: **CAMERON PARTNERS LTD.**

1808-5189 Gaston St.

Vancouver, BC V5R 6C7

Email: Patrick.investor@gmail.com & centaria.capital@gmail.com

Respondent

AND

TO: **MSI SPERGEL INC.**

505 Consumers Road, Suite 200

Toronto, Ontario M2J 4V8

Attention: Mukul Manchanda

Tel: (416) 498-4314

Fax: (416) 498-4314

Email: mmanchanda@spergel.ca

Proposed Receiver

AND

TO: **DORIS LEUNG**

93 Plum Tree Circle

Markham, ON L69 1V9

Guarantor

AND

TO: **PATRICK LEUNG**

1808-5189 Gaston Street

Vancouver, BC V5R 6C7

Email: Patrick.investor@gmail.com & Centaria.capital@gmail.com

Guarantor

AND

TO: **1212279 B. C. LTD.**

564 24th Avenue West

Vancouver, BC V5Z 2B4

Creditor

AND

TO: **INDCOM LEASING INC.**

5061 Ure Street

Oldcastle, ON N0R 1L0

Creditor

AND

TO: **THE CITY OF WINDSOR**
400 City Hall Square E Suite 410
Windsor, Ontario, N9A 7K6

AND

TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, ON M5H 1T1
Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND

TO: **HIS MAJESTY THE KING IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTRY OF FINANCE**
Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, ON L1H 8H5
Email: insolvency.unit@ontario.ca

THE APPLICATION IS FOR:

The Applicant, The Bank of Nova Scotia (the “**Bank**”), seeks the following relief:

1. An order (the “**Appointment Order**”) substantially in the form attached hereto as Schedule “A”, *inter alia*, appointing msi Spergel inc., as Receiver (“**Spergel**”, or the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondent, Cameron Partners Ltd. (the “**Debtor**”), acquired for, or used in relation to a business or businesses carried on by the Debtor, including the Real Property (as defined below), located in Windsor, Ontario;
2. That the time for service, filing and confirming of the Notice of Application and the Application Record be abridged and validated so that this application is properly returnable today and dispensing with further service thereof; and,
3. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE APPLICATION ARE:

The Debtor

1. The Debtor is a corporation incorporated pursuant to the laws of British Columbia, which owns the Real Property, which consists of a three-storey residential apartment building.

The Financing and the Bank’s Security

2. As of November 21, 2024, the Debtor was indebted to the Bank in the amount of \$955,150.56, plus accruing interest and the Bank’s continuing costs of enforcement, including legal costs and professional costs (the “**Indebtedness**”) in respect of financing advanced to the Debtor pursuant to the terms of a Letter Agreement dated November 30, 2022 (the “**Letter Agreement**”).

3. The credit facility established by the Letter Agreement was:
 - a. Term Loan: in the sum of \$974,530.19, upon which the sum of \$894,871.11 was owing as at November 21, 2024 (the “**Financing**”).
 4. In addition to the Financing, \$60,000.00 was advanced to the Debtor under the Canada Emergency Business Account (loan offered by the Government of Canada), upon which the amount of \$60,279.45 was owing as at November 21, 2024.
 5. The terms of the Financing require the Debtor to, *inter alia*, to make payments as they became due, to provide reporting as requested by the Bank and not to further encumber the Real Property.
 6. The Bank holds, *inter alia*, the following as security for the Financing:
 - a. General Security Agreement from the Debtor as included in the Letter Agreement (the “**GSA**”); and
 - b. Charge/Mortgage of Land from the Debtor, in the principal sum of \$1,162,500.00, receipted as instrument number CE851037 on September 27, 2018 (the “**Mortgage**”), as governed by Standard Charge Terms 200012 (the “**SCT**”), over the real property municipally known as 670 Cameron Avenue, Windsor, Ontario, legally described as:

LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT) (the “**Real Property**”)
- (6 (a) – (b) collectively, the “**Security**”, or the “**Bank’s Security**”).

The Bank's Security Interest in the Debtor's Personal Property

7. The Bank has registered a Financing Statement against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the property of the Debtor secured under the GSA.
8. The Personal Property Security Registration System Search Results for the Debtor confirm that the Bank has a perfected security interest in the personal property of the Debtor.

The Bank's Security Interest in the Real Property

9. The Bank's interest in the Real Property is secured by the Mortgage, as governed by SCT.
10. Pursuant to SCT, the Mortgage secures the Indebtedness.

Defaults, Demands and Communications

11. The Debtor defaulted under the terms of the Letter Agreement as a result of, *inter alia*:
 - a. failing to make payments as they became due;
 - b. failing to provide reporting as requested by the Bank; and
 - c. has encumbered the Real Property by way of the Charge registered by 1212279 B. C. Ltd., and the Notice of Security Interest registered by Indcom Leasing Inc.(11 (a) – (c) collectively, the “**Defaults**”).
12. As a result of the Defaults, the Bank did deliver to the Debtor a demand for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), each dated November 25, 2024. The Bank also delivered demands to the guarantors of the Debtor, also dated November 25, 2024 (collectively, the “**Demands**”).

13. The Debtor and the guarantors of the Debtor have failed to repay the Indebtedness due, despite the Demands.

The Appointment of a Receiver

14. The Indebtedness due pursuant to the Demands have not been paid. The ten (10) day period under section 244 of the *BIA* has expired. The Bank is in a position to appoint a receiver over the assets and property of the Debtor, including the Real Property, pursuant to section 243 of the *BIA*.
15. The provisions of the Bank's Security provide the Bank with the power to appoint a Receiver over all property of the Debtor, including the Real Property as secured by the Mortgage.

The Bank's Position

16. The Debtor is in default of the Financing, and the Defaults continue. No further credit nor banking services are available to the Debtor.
17. The Demands have expired, and the Bank is in a position to seek the order appointing the Receiver, pursuant to the provisions of the SCT.
18. The Appointment of a Receiver is necessary in order to conclude a sale of the Real Property and the Debtor's business, and to apply the proceeds of such sale to the Debtor's indebtedness.
19. The appointment of a Receiver is necessary to (i) determine the actual state of the Debtor's business, and (ii) if necessary, to manage the Debtor's businesses until a sale of the Real Property can be arranged.

20. A Receiver will ensure the provident sale of the Real Property for the benefit of all stakeholders.
21. The Bank is unaware of the condition of the Real Property and whether it is being properly maintained. Absent the appointment of a Receiver, the state of the Real Property may degrade, which will negatively impact the value of the Bank's Security. The appointment of a Receiver is necessary to ensure that the Real Property is maintained until a sale can be arranged.
22. Further, the appointment of a Receiver will also be necessary to settle any issues of priority as between the Bank's Security and the Debtor's other creditors.
23. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as secured creditor, and other stakeholders.
24. The Bank proposes that Spergel be appointed as Receiver, without security, over all of the assets, undertakings, and properties of the Debtor, including the Real Property.
25. Spergel has consented to act as Receiver should this Honourable Court so appoint it.
26. Section 243 of the *Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended*.
27. Section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43, as amended*.
28. Rule 3, 14, 38 and any other applicable Rule of the *Rules of Civil Procedure*.
29. Such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the application:

1. The Notice of Application and all Schedules thereto;
2. The Affidavit of Eugene Ngo to be sworn, and all Exhibits thereto;
3. The Consent of the Receiver; and,
4. Such further and other material as counsel may advise and this Honourable Court may permit.

February 5, 2025

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Melinda Vine (LSO #53612R)

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Fax: (519) 667-3362
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Lawyers for the Applicant,
The Bank of Nova Scotia

Schedule “A-1” – Appointment Order (Clean)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

TUESDAY, THE 25TH

JUSTICE

)

DAY OF FEBRUARY, 2025

)

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant 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. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Cameron Partners Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including the real property described at Schedule "A" hereto and owned by the Debtor (the "Real Property") was heard this day at 245 Windsor Avenue, Windsor, Ontario.

ON READING the affidavit of Eugene Ngo sworn January 30, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor although duly served as appears from the affidavit of service of Eugene Ngo sworn January 30, 2025 and on reading the consent of msi Spergel inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application 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, msi Spergel inc. 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 the Debtor, including the Real Property and also including all proceeds thereof (the "Property").

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 provided that the aggregate consideration for all such transactions does not exceed 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.

- (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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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.

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 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege

attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS 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

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

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

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

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

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

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

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

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

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 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

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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.

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 Ontario Superior Court of Justice.

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

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 (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.

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.

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

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

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 [https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part III The E-Service List](https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

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.

GENERAL

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.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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.

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.

31. 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.

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.

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

REAL PROPERTY

LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454
WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED
BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT)

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spegel inc., the receiver (the "Receiver") of the assets, undertakings and properties of Cameron Partners Ltd. 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 ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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, and not in its
personal capacity

Per: _____

Name:

Title:

THE BANK OF NOVA SCOTIA

v.

CAMERON PARTNERS LTD.

Applicant

Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
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Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Lawyers for the Applicant,
The Bank of Nova Scotia

Schedule “A-2” – Appointment Order (Blacklined)

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

~~COMMERCIAL LIST~~

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE ~~#25~~18TH
JUSTICE) DAY OF ~~MONTH~~FEBRUARY, ~~20~~20^{YR}2025

~~PLAINTIFF~~THE BANK OF NOVA SCOTIA¹

~~Plaintiff~~Applicant

- and -

~~DEFENDANT~~CAMERON PARTNERS LTD.

~~Defendant~~Respondent

ORDER
(~~a~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~Applicant² 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. as receiver ~~[and manager]~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Cameron Partners Ltd.~~[DEBTOR'S NAME]~~ (the "Debtor") acquired for, or used in relation to a business

¹~~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.~~

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

carried on by the Debtor, including the real property described at Schedule "A" hereto and owned by the Debtor (the "Real Property") was heard this day at 330 University Avenue 245 Windsor Avenue, Toronto Windsor, Ontario.

ON READING the affidavit of [NAME] Eugene Ngo sworn January 30, 2025 [DATE] and the Exhibits thereto and on hearing the submissions of counsel for the Applicant [NAMES], no one appearing for the Debtor [NAME] although duly served as appears from the affidavit of service of Eugene Ngo [NAME]—sworn January 30, 2025 [DATE] and on reading the consent of [RECEIVER'S NAME] msi Spergel inc. 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 is hereby abridged and validated³ so that this motion application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. [RECEIVER'S NAME] 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 the Debtor, including the Real Property and also including all proceeds thereof (the "Property").

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:

³ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

- (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;
- (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 \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; 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*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the

~~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.~~

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;
- (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.

~~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.~~

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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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.

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 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto

paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS 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

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

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

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

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

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

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

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

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

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 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

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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.

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

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 \$_____ (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

~~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 opportunity to make representations".~~


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.

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.

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

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

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 [https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part III The E-Service List](https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part%20III%20The%20E-Service%20List)~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<'.

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.

GENERAL

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.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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.

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.

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 ~~Applicant~~Plaintiff's security or, if not so provided by the ~~Applicant~~Plaintiff'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.

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.

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

REAL PROPERTY

LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454
WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED
BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT)

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~msi Spegel inc., the receiver (the "Receiver") of the assets, undertakings and properties of {DEBTOR'S NAME}Cameron Partners Ltd. 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 ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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__.

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

Per: _____

Name:

Title:

THE BANK OF NOVA SCOTIA

v.

CAMERON PARTNERS LTD.

Applicant

Respondent

Court File No. CV-25-00034491-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

ORDER

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO #53612R)

Tel : (519) 661-6743
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Lawyers for the Applicant,
The Bank of Nova Scotia

THE BANK OF NOVA SCOTIA

v.

CAMERON PARTNERS LTD.

Applicant

Respondent

Court File No. CV-25-00034491-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

NOTICE OF APPLICATION

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO #53612R)

Tel : (519) 661-6743
Fax: (519) 667-3362
Email: mvine@harrisonpenza.com

Lawyers for the Applicant,
The Bank of Nova Scotia

Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

THE BANK OF NOVA SCOTIA

Applicant

-and-

CAMERON PARTNERS LTD.

Respondent

AFFIDAVIT OF EUGENE NGO

(Sworn January 20, 2025)

I, **EUGENE NGO**, of the City of Calgary, in the Province of Alberta, **MAKE OATH**

AND SAY:

1. I am a Director, Special Accounts Management, with the Applicant, The Bank of Nova Scotia (the "**Bank**"), and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

The Debtor

2. The Respondent, Cameron Partners Ltd. (the "**Debtor**"), is a company incorporated pursuant to the laws of British Columbia. Attached hereto and marked as **Exhibit "A"** is a true copy of the corporate profile search results for the Debtor.
3. The Debtor operates a three-storey residential apartment building from owned real property, municipally known as 670 Cameron Avenue, Windsor, Ontario, and legally described as:

- i. LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT) (the "**Real Property**").

Attached hereto to this my affidavit and marked as **Exhibit "B"** is a true copy of the parcel registry search results for the Real Property.

4. The Debtor defaulted under the terms of the Letter Agreement, as defined below, as a result of the following:
 - a. failing to make payments as they became due;
 - b. failing to provide reporting as requested by the Bank; and,
 - c. has encumbered the Real Property by way of the Charge registered by 1212279 B. C. Ltd., and the Notice of Security Interest registered by Indcom Leasing Inc. (the "**Subsequent Encumbrances Default**")(collectively, the "**Defaults**").
5. The Bank is unwilling to provide the Debtor with any further credit or forbearance.

The Financing and The Bank's Security

6. As of November 21, 2024, the Debtor was indebted to the Bank in the amount of \$955,150.56, plus the costs of enforcement, including legal and professional costs, and interest (the "**Obligations**"), in respect of certain financing advanced to the Debtor pursuant to the terms of a Letter Agreement dated November 30, 2022 (the "**Letter Agreement**"). Attached hereto and marked as **Exhibit "C"** is a true copy of the Letter Agreement.
7. The credit facility established by the Letter Agreement was:
 - a. Term Loan: the sum of \$974,530.19, upon which the sum of \$894,871.11 was owing as at November 21, 2024 (the "**Financing**").
8. In addition to the Financing, \$60,000.00 was advanced to the Debtor under the Canada Emergency Business Account (loan offered by the Government of

Canada), upon which the amount of \$60,279.45 was owing as at November 21, 2024.

9. The terms and conditions of the Letter Agreement required the Debtor to (i) to make payments as they became due; (ii) to provide reporting as requested by the Bank; and (iii) not to further encumber the Real Property.
10. As consideration for the Financing, the Bank requested and did receive the following as security for the Financing:
 - a. General Security Agreement from the Debtor as included in the Letter Agreement (the "**GSA**"); and,
 - b. First position Charge/Mortgage, in the principal sum of \$1,162,500.00, receipted as instrument number CE851037 on September 27, 2018, over the Real Property (the "**Mortgage**"), as governed by Standard Charge Terms No. 200012 (the "**Standard Charge Terms**"). Attached hereto to this my affidavit and marked as **Exhibit "D"** is a true copy of the Mortgage. Attached hereto to this my affidavit and marked as **Exhibit "E"** is a true copy of the Standard Charge Terms.

The Bank's Security Interest in the Personal Property of the Debtor

11. The GSA secures the following personal property of the Debtor:
 - 10.1 ...You grant us a security interest in all of your present and after-acquired personal property [other than goods that you use or that you acquire for your use primarily for personal, family or household purposes] (collectively, the "**Collateral**"). [You represent to us that none of the Collateral is now or will in the future be goods that you use or that you acquire for your us primarily for personal, family or household purposes.] The security interest secures payment and performance of all of your Obligations.
12. The Bank has registered a Financing Statement as against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the personal property of the Debtor secured under the GSA.
13. The Personal Property Security Registration System Search Results for the Debtor

confirms that the Bank holds a perfected security interest in the personal property of the Debtor as secured by the GSA. Attached hereto and marked as **Exhibit "F"** is a true copy of the Personal Property Security Registration System Search Results for the Debtor, current to December 15, 2024.

The Bank's Security Interest in the Real Property

14. The Bank's interest in the Real Property is secured by the Mortgage, as governed by the Standard Charge Terms, and the Mortgage is a first charge upon the Real Property.
15. The Standard Charge Terms include, *inter alia*, the following terms:

2. PAYMENT PROVISIONS

- (a) *You [the Debtor] charge the property covered by the mortgage with payment to us on demand of all of the debts and liabilities described in paragraph (e)...*
- (e) *The debts and liabilities referred to above are all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by you to us or remaining unpaid by you to us, in any currency, whether arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatever your creditor, and wherever incurred, and whether incurred by you alone or with another or others and whether as principal or surety.*

3. DESCRIPTION OF PROPERTY COVERED

Any buildings on the property described in the mortgage and any other property that is at any time attached or fixed to the land or buildings or placed on and used in connection with them is covered by the mortgage. Additions, alterations and improvements to the buildings are also covered by the mortgage.

4. OUR SECURITY

- (a) *What the mortgage does*

Except where your interest in the property is as a tenant under a lease, you hereby grant and mortgage your entire interest in the property to us, as security for the payment of the obligations secured. This means you give your entire interest in the property to us and our successors and assigns (called our legal representatives) and which includes anyone to whom this mortgage is transferred in any way...

The mortgage secures a current or running account. Although the mortgage is not satisfied or discharged by any intermediate payment of all or part of the obligations secured but is a continuing security for payment of the obligations secured...

16. Pursuant to the Standard Charge Terms, the Mortgage secures the Obligations.

Defaults and the Demands

17. On February 16, 2023, the Bank delivered a letter to the Debtor advising of certain defaults, including (i) failing to provide reporting pursuant to the Letter Agreement; and (ii) the Subsequent Encumbrances Default. The letter was signed by the Debtor and the guarantors of the Debtor on February 23, 2023, in which they agreed to remedy the reporting defaults by March 15, 2023, and to remedy the Subsequent Encumbrances Default by May 16, 2023. Attached hereto and marked as **Exhibit "G"** is a true copy of the Bank's letter dated February 16, 2023.
18. On January 3, 2024, the Bank delivered a letter to the Debtor advising of certain defaults, including, but not limited to, the outstanding Subsequent Encumbrances Default, which had not been remedied. Pursuant to the letter, the Bank advised that the Financing would not be renewed, which matured on November 22, 2023, and that the Bank required payment of the Financing on or before February 29, 2024. Attached hereto and marked as **Exhibit "H"** is a true copy of the Bank's letter dated January 3, 2024.
19. The Debtor failed to repay the Obligations due on or before February 29, 2024.
20. On September 23, 2024, the Bank delivered a letter to the Debtor, advising that despite the Debtor failing to pay the Financing, the Bank would agree to provide the Debtor temporary access to the Financing, subject to certain conditions, and to no later than November 11, 2024, at which time the Bank required payment of the Financing in full. Such letter was signed by the Debtor and the guarantors of the Debtor. Attached hereto and marked as **Exhibit "I"** is a true copy of the letter from counsel for the Debtor dated September 23, 2024.
21. The Debtor failed to repay the Obligations due on or before November 11, 2024.

22. The Debtor is insolvent, and has defaulted under the Financing, as set out above.
23. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtor, both dated November 25, 2024, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**"). The Bank also delivered a demand to the guarantors of the Debtor, also dated November 25, 2024 (collectively, the "**Demands**"). Attached hereto and marked as **Exhibit "J"** is a true copy of the Demands.
24. All statutory notice periods in relation to the Demands have expired, and the Debtor and the guarantors of the Debtor have failed to repay the Obligations due, despite the Demands.

The Appointment of a Receiver

25. The Obligations due pursuant to the Demands have not been paid. The Debtor is in default of the Financing.
26. The ten (10) day period under section 244(1) of the *BIA* has expired. The Bank is in a position to appoint a Receiver over the property of the Debtor as secured pursuant to the Security, pursuant to section 243 of the *BIA*.

Personal Property

27. The Debtor is in default of the terms of the Financing and the Obligations are due and payable in full.
28. Paragraph 10.4 of the GSA confirms that the Bank has all of the rights and remedies available by law, in addition to those specified in the GSA.

The Real Property

29. The Standard Charge Terms grant the Bank the power to appoint a Receiver over the Real Property as a result of the Defaults, and state, in part:

7. ENFORCING OUR RIGHTS

If you fail to comply with any of your obligations under the mortgage, or if any part of the obligations secured is not paid when due, or if an event of default

occurs under any agreement that relates to the obligations secured, we may enforce our rights in any of the ways set out below. These provisions do not limit any other rights given to us by law or the mortgage. We may enforce this and any other security we may have for any of the obligations secured, and enforce our rights under the mortgage, at the same time or at different times and in any order we choose...

(f) We may appoint a receiver

We may appoint in writing a receiver (or receiver and manager), on any terms (including remuneration) that we think are reasonable, to collect any income from the property. We may make the appointment even if we have taken possession of the property. We may also, in writing, remove a receiver appointed by us and appoint a new receiver. The receiver is considered to be your agent and not ours; his defaults are considered your defaults and not ours. Nothing done by the receiver puts us in possession of the property or makes us accountable for any money except money we actually receive.

The receiver has the right to use any legal remedy (taken in your name or our name) to collect the income from the property; take possession of the property or part of it; manage the property and any business conducted on the property and maintain the property in good condition; lease the property or any part of it; enforce any of our other rights under the mortgage which we delegate to him; and borrow money on the security of the property in priority to the mortgage for these purposes.

30. The Debtor is in Default of the Financing. The Bank is entitled to seek the appointment of a Receiver over the property of the Debtor, including the Real Property as a result thereof, and the terms of the Mortgage, as governed by the Standard Charge Terms, provide the Bank with the power to appoint a Receiver over the Real Property.

The Bank's Position

31. The Debtor is in default of the Financing, which Defaults continue. The terms of the Security authorize the Bank to appoint a Receiver over all property of the Debtor, including the Real Property, as a result of the Defaults.

32. The Obligations due pursuant to the Demands have not been paid. All notice periods under the *BIA* have expired, and the Bank is unwilling to provide the Debtor with any further credit or with any forbearance.
33. The Bank is in a position to seek the Order appointing the Receiver over the personal property of the Debtor and the Real Property, pursuant to the provisions of the *GSA* and the *Mortgage*, respectively.
34. The appointment of a Receiver is necessary in order to conclude a sale of the Real Property and the Debtor's business, and to apply the proceeds of such sale to the Debtor's obligations.
35. The Debtor's liquidity crisis will continue to negatively impact the Debtor's ability to service its debts, both to the Bank as senior secured creditor, as well as any other creditors. The appointment of a Receiver is necessary to (i) determine the actual state of the Debtor's business, and (ii) if necessary, to manage the Debtor's business until a sale of the Real Property can be arranged.
36. The Bank is unaware whether the Real Property is being properly maintained. Absent the appointment of a Receiver, the state of the Real Property may degrade, which will negatively impact the value of the Bank's Security. The appointment of a Receiver is necessary to ensure that the Real Property is maintained until a sale can be arranged.
37. Further, the appointment of a Receiver will also be necessary to settle any issues of priority as between the Bank's Security and the Debtor's other creditors.
38. It is the Bank's position that the appointment of the Receiver is just and equitable and is necessary for the protection of the estate of the Debtor, and the interests of the Bank, as a secured creditor, and other stakeholders.
39. The Bank proposes that *msi Spergel inc* ("**Spergel**") be appointed as Receiver, without security, over all property of the Debtor.
40. *Spergel* has consented to act as Receiver should this Honourable Court so appoint it.

41. This affidavit is made in support of the within application for the appointment of Spergel as Receiver, without security, over all of the property of the Debtor, and for no other improper purpose.

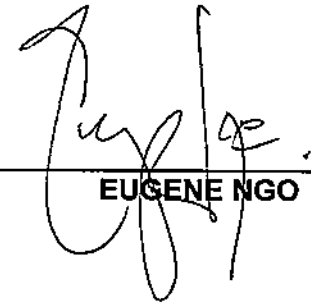
Sworn or Affirmed before me: ☐ in person OR ☒ by video conference

by Eugene Ngo of the City of Calgary, in the Province of Alberta, before me at the City of London, in the Province of Ontario, on January 30, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)



Signature of Commissioner



EUGENE NGO

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

THE BANK OF NOVA SCOTIA

Applicant

-and-

CAMERON PARTNERS LTD.

Respondent

ATTACHED HERETO ARE EXHIBITS "A" TO "J"
AS REFERRED TO IN THE AFFIDAVIT OF EUGENE NGO,
SWORN BEFORE ME BY VIDEOCONFERENCE JANUARY 30, 2025.



A Commissioner, etc.

Exhibit “A”



BC Company Summary

For
CAMERON PARTNERS LTD.

Date and Time of Search: July 30, 2024 12:26 PM Pacific Time

Currency Date: April 19, 2024

ACTIVE

Incorporation Number: BC1055377

Name of Company: CAMERON PARTNERS LTD.

Business Number: 797013893 BC0001

Recognition Date and Time: Incorporated on November 16, 2015 12:01 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: November 16, 2020

Receiver: No

This Company is in the process of being dissolved.

REGISTERED OFFICE INFORMATION

Mailing Address:
1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

Delivery Address:
1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

Delivery Address:
1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
1054277 B.C LTD,

Mailing Address:
550 - 1130 WEST PENDER STREET
VANCOUVER BC V6E 4A4
CANADA

Delivery Address:
550 - 1130 WEST PENDER STREET
VANCOUVER BC V6E 4A4
CANADA

Last Name, First Name, Middle Name:

Leung, Yuen Fung Patrick

Mailing Address:

1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

Delivery Address:

1808-5189 GASTON ST
VANCOUVER BC V5R 6C7
CANADA

OFFICER INFORMATION AS AT November 16, 2020

Last Name, First Name, Middle Name:

Leung, Patrick Patrick

Office(s) Held: (CEO)

Mailing Address:

1808-5189 GASTON
1808-5189 GASTON
VANCOUVER
VANCOUVER BC V5R 6C7
CANADA

Delivery Address:

1808-5189 GASTON
1808-5189 GASTON
VANCOUVER
VANCOUVER BC V5R 6C7
CANADA

Exhibit “B”

PROPERTY DESCRIPTION: LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385 ; WINDSOR

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 01205-0302

PIN CREATION DATE:
1998/12/18

OWNERS' NAMES CAPACITY SHARE
CAMERON PARTNERS LTD. ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/01/08 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/18**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</div><div>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</div><div>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</div><div>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</div><div>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</div><div>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</div><div>** CONVENTION.</div><div>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</div><div>**DATE OF CONVERSION TO LAND TITLES: 1998/12/21 **</div><div>R321998 1965/01/26 BYLAW</div><div>REMARKS: SKETCH ATTACHED.</div><div>12R3385 1976/12/30 PLAN REFERENCE</div><div>12R25641 2013/11/21 PLAN REFERENCE</div><div>CE696039 2016/01/08 TRANSFER \$800,000 WARNOCK, ANGELA</div><div>REMARKS: PLANNING ACT STATEMENTS.</div><div>CE851037 2018/09/27 CHARGE \$1,162,500 CAMERON PARTNERS LTD.</div><div>CE851045 2018/09/27 NO ASSGN RENT GEN CAMERON PARTNERS LTD.</div><div>REMARKS: CE851037</div></div>						
					CAMERON PARTNERS LTD.	C
						C
						C
					CAMERON PARTNERS LTD.	C
					THE BANK OF NOVA SCOTIA	C
					THE BANK OF NOVA SCOTIA	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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE927226	2020/01/08	CHARGE	\$200,000	CAMERON PARTNERS LTD.	1212279 B. C. LTD.	C
CE969148	2020/10/15	NO SEC INTEREST	\$24,807	INDCOM LEASING 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.

Exhibit “C”

The Bank of Nova Scotia
388 Ouellette Ave., 2nd Floor
Windsor, ON
N9A6P1 Canada



November 30, 2022

Cameron Partners Ltd
670 Cameron Ave
Windsor, ON

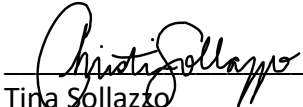
Attention: Mr. Yuen Fung (Patrick) Leung and Mrs. Cheong Lee (Doris) Leung

This is your Business Banking Agreement. It consists of this letter, the Summary of Key Terms and the Additional Terms, and contains or refers to the terms of your Credits with us.

All parties must accept and deliver this Agreement not later than December 15th, 2022, after which we may withdraw this Agreement. By delivering this Agreement, we agree to provide the Credits described below on the terms described below.

We appreciate the opportunity to work with you.

THE BANK OF NOVA SCOTIA

By: 
Tina Sollazzo
Client Relationship Manager

By: 
Terry Roman
Director & Group Lead

The Bank intends the electronic signature[s] above to have the same effect as handwritten signatures.


By delivering this Agreement, the Borrower agrees to the payment and other terms of the Credits in this Agreement, grants or agrees to grant the Security listed in section 3 [and agrees to be bound by other agreements we provide regarding the Credits that are described below]. [Each Guarantor acknowledges the terms of the Credits, guarantees or agrees to guarantee the Borrower's Obligations as described in section 11 and grants or agrees to grant the Security listed in section 3.]

Cameron Partners Ltd


By: Patrick Leung
{officer name}
Title: Managing partner
Date: 12/14/2022

GUARANTORS

Yuen Fung (Patrick) Leung

By: 
Date: 12 / 14 / 2022

Cheong Lee (Doris) Leung

By: 
Date: 12/14/2022

SUMMARY OF KEY TERMS

1. PARTIES

Borrower – Cameron Partners Ltd.

[Guarantor[s]] – Mr. Yuen Fung (Patrick) Leung (unlimited guarantee); Mrs. Cheong Lee (Doris) Leung (unlimited guarantee);

Bank -The Bank of Nova Scotia (also called "we," "our" or "us")

2. CREDITS

Credit #1 - \$974,530.19 non-revolving. Interest monthly at Prime + 0.75% per annum; Repayable in 11 monthly principal payments of \$3,875 each plus interest and any unpaid balance due in full in the 12th month. Term is 1 year and remaining amortization is 20 years and 11 months.

3. SECURITY

General Security Agreement – from the Borrower, as described in section 10.

Collateral Mortgage – from the Borrower for \$1,162,500 over 670 Cameron Avenue, Windsor ON, separately from this Agreement in a form we provide.

Assignment of Rents – from the Borrower over 670 Cameron Avenue, Windsor ON, separately from this Agreement in a form we provide.

Letter of Undertaking – from the Guarantors to make injections to cover any DSR covenant or cashflow shortfalls, separately from this Agreement in a form we provide.

4. FINANCIAL COVENANTS

The Borrower must at all times comply with the following:

- (a) Debt Service Coverage Ratio must be at least 1.20 to 1;

Based on financial information provided by you for the reporting period ending December 31, 2022, this financial covenant was not met in that debt service coverage ratio was 0.71 to 1. The Bank is prepared at the present time to continue providing credit on the terms and conditions of this Agreement, subject to compliance with all terms and conditions of the Agreement, by next reporting period ending December 31, 2022, and provided there is no further deterioration in any of the financial conditions of the Agreement.

The noted default and our rights arising from the default are not waived but are preserved. Our agreeing to continue to provide credit is not to be taken as an

indication that the Bank has waived or acquiesced to the default or any other defaults. All other terms and conditions set out in the Agreement continue to be applicable and we expressly reserve our rights with respect to all defaults, including without limitation, our rights of immediate acceleration as set out in the Agreement.

If there is a difference between our calculation of the financial covenants and the Borrower's calculation, our calculation will prevail.

5. CONDITIONS

We will not make the Credits available to the Borrower until the following items are delivered to us or otherwise completed. All documents from third parties referred to below must be satisfactory to us.

- (a) delivery of all documents that are separate from this Agreement, completion of all steps required to register or otherwise perfect the Security;
- (b) delivery of statement of tax payments for 670 Cameron Avenue, Windsor ON
- (c) signed summary of personal finances from guarantors, with supporting documentation to verify assets

6. REPORTING

The Borrower must provide us with the following reports relating to the Borrower and all Guarantors that aren't individuals:

- (a) annual financial statements, subject to compilation engagement by an independent accountant, within 120 days of each fiscal year end;
- (b) annual detailed rent roll, within 120 days of fiscal year end;
- (c) annual evidence of acceptable ongoing property insurance coverage, within 120 days of fiscal year end;
- (d) annual evidence that property taxes are up to date, within 120 days of fiscal year end;
- (e) Guarantors who are individuals must provide a personal net worth statement when we request it, accompanied by supporting documentation to verify disclosed assets.

7. FEES PAYABLE BY BORROWER

Default fee of \$1,500 on acceptance of this Agreement

Annual renewal fee of \$1,000

Fee applicable to each late reporting item of \$350

ADDITIONAL TERMS

8. AGREEMENTS

8.1 The Borrower and each Guarantor that isn't an individual must do the following at all times:

- (a) in the case of the Borrower, use the Credits only for its own business purposes and not for any other party;
- (b) operate its business and property in accordance with sound practices and in compliance with the law;
- (c) allow us access to its business premises to inspect its property and business activities and examine its business records, and provide us with other information that we request concerning its property and business;
- (d) maintain all of its bank accounts with us (for our risk management purposes);
- (e) maintain business, property and liability insurance relating to its business and the property that is the subject of the Security on terms and in amounts satisfactory to us, provide us with satisfactory evidence of the insurance whenever we request it and reimburse us for the cost of any insurance we obtain because it fails to do so;
- (f) immediately notify us of any business activity that involves hazardous substances or that increases its environmental risk, and of any environmental problem that has an adverse effect on its property or business activities, provide any other environmental information we request from time to time and conduct all environmental remedial activities that a commercially reasonable person would conduct (and if it fails to do so, we may arrange them at its expense and add the expense to the Borrower's Obligations);
- (g) immediately notify us of any Default that occurs.

8.2 Neither the Borrower nor any Guarantor that isn't an individual may do any of the following without first obtaining our written consent:

- (a) permit any lien of any kind other than the Security to affect any of its property;
- (b) borrow money from anyone other than [the Postponers and] us;
- (c) pay any dividend, return of capital or other distribution to a shareholder, pay any bonus to an officer or make any loan to a shareholder, officer or affiliate if a Default exists or would occur as a result;
- (d) give any guarantee or indemnity, or incur any other contingent liability;
- (e) have any subsidiary or other affiliated entity unless it becomes a Guarantor and grants Security to us;
- (f) change the nature of its business, sell its property out of the ordinary course, amalgamate or merge with any other person, make an investment in any other person or acquire a business or property comprising a business from any other person;
- (g) change its name, have any property that isn't located in the province[s] of Ontario or change any factor that affects its location for the purpose of any *Personal Property Security Act* without first notifying us and taking any action we reasonably require as a result.

9. TERMINATION OF CREDITS

9.1 All of the Borrower's Obligations that aren't payable on demand will become immediately payable at our option if any of the following occurs (in this section 9 "**you**" and "**your**" refer to the Borrower and each Guarantor, or any of them):

- (a) you fail to pay any interest, principal, fees or other amounts to us or any other lender when due;
- (b) there is a change in ownership of the Borrower or any Guarantor that isn't an individual;

- (c) you breach any other term contained in, or any other default occurs under, any agreement to which you and we are parties or any other credit, loan or security agreement to which you and someone else are parties, or this Agreement or any agreement referred to in it is withdrawn or otherwise becomes ineffective;
 - (d) any bankruptcy, restructuring or other similar proceedings are instituted by or against you, a receiver is appointed over any of your property or any judgment or other process of any court becomes enforceable against you or any of your property;
 - (e) we determine that an adverse change has occurred in your financial condition or the environmental risk of any of your property or business activities.
- 9.2 Our obligation to extend further credit under any Credit that is payable on demand is subject to our periodic review. If we cancel any Credit that is payable on demand, the Borrower is still liable for all Obligations that it has previously incurred and any that subsequently arise. The Borrower must pay its Obligations under any such Credit on our demand.

10. TERMS OF GENERAL SECURITY AGREEMENT

- 10.1 In this section 10 "**you**" and "**your**" refer in turn to the Borrower and each Guarantor that is required under section 3 to grant a security interest. You grant us a security interest in all of your present and after-acquired personal property [other than goods that you use or that you acquire for your use primarily for personal, family or household purposes] (collectively, the "**Collateral**"). [You represent to us that none of the Collateral is now or will in the future be goods that you use or that you acquire for your use primarily for personal, family or household purposes.] The security interest secures payment and performance of all of your Obligations.
- 10.2 The security interest you grant us is a fixed and specific mortgage. The security interest attaches, which means it takes effect, when you accept and deliver this Agreement.
- 10.3 If required by us, you will deliver to us all chattel paper, instruments and negotiable documents of title, you will do what we require to enable us to obtain control of any securities, security entitlements, other investment property and monetary claims forming part of the Collateral and you will provide us with serial numbers for motor vehicles and other goods forming part of the Collateral. If we hold Collateral in our possession, we are not required to make special arrangements for its safekeeping, or to take steps to preserve rights relating to the Collateral or prevent it from decreasing in value.
- 10.4 We are entitled to realize on the Collateral at any time after Default if you have not then paid your Obligations in full. We are only required to give you any notice required by law. We will have all of the rights and remedies available by law, in addition to those specified in this Agreement. We can realize on the Collateral in any way we choose, including leases, private sales and auctions, subject to requirements of the law. We may purchase the Collateral for ourselves in any sale process and we can accept deferred payment terms. If we realize on the Collateral, we may apply the proceeds to repay your Obligations as we determine unless otherwise required by law. After that, we will pay you any remaining amount as required by law. Unless restricted by law, you must pay any remaining amount if the proceeds from the realization of Collateral are not enough to fully repay your Obligations. We are only required to be reasonable in the process of realization. We are not required to obtain the best price or wait to sell if the market is unfavourable.

11. TERMS OF GUARANTEE

- 11.1 The liability of a Guarantor under the guarantee is limited only if a limit is specified for that Guarantor in section 1, in which case it is limited to the principal amount specified in section 1 plus interest and expenses as in section 11.5.
- 11.2 Each Guarantor guarantees payment and performance of all of the Borrower's Obligations, acknowledges receiving value for doing so and agrees that:
- (a) The guarantee is a continuing guarantee, isn't released by any change in capacity or death of the Guarantor and secures any ultimate balance of the Borrower's Obligations.
 - (b) We are entitled to demand payment from a Guarantor even if we have not tried to get payment from the Borrower, any other person, any other Security or any other guarantee or Guarantor. We can demand and get the whole amount from any Guarantor or Guarantors we choose. This is often called being jointly and severally [or solidarily] liable.

- 11.3 If a Default occurs, we are entitled to treat all of the Borrower's Obligations as due and payable. We may then immediately demand and collect the total guaranteed amount from the Guarantors. Each Guarantor must pay us immediately after we demand payment.
- 11.4 Until we are paid in full, each Guarantor agrees its interests, including all amounts owing by the Borrower to the Guarantor, are fully postponed to us (except that if no Default has occurred and is continuing, the Borrower may pay accrued interest or repay principal to the Guarantor as long as doing so does not cause a Default), waives all rights to take legal action against the Borrower and to exercise rights of subrogation, which are the rights to take our position and Security. We are not required to marshal property, which is the act of realizing security in a certain order.
- 11.5 Each Guarantor's liability includes the liability to pay interest from the date of our demand at Prime plus 6% per annum. Each Guarantor must also pay all expenses we incur to collect the Guarantor's Obligations, including legal fees and disbursements on a solicitor and own client (full indemnity) basis.
- 11.6 A Guarantor isn't released from this guarantee if we change the terms of the Borrower's Obligations from time to time or if we deal with the Borrower on different terms than in the Agreement. These changes include the terms of the credit arrangements and the granting of time, extensions, renewals, indulgences, releases and discharges. We do not have to notify any Guarantor if we make any of these changes.
- 11.7 This guarantee isn't discharged or affected by any change in the capacity or status of the Borrower, including bankruptcy or other insolvency, even if we advance more money after the bankruptcy or insolvency.
- 11.8 This guarantee is in addition to any other Security we hold.

12. OTHER TERMS

- 12.1 In this Agreement, the following terms have the respective meanings specified below:
- (a) "**Credits**" means collectively each Credit listed in section 2.
- (b) "**Current Ratio**" means the ratio of current assets to current liabilities.
- (c) "**Debt Service Coverage Ratio**" means the ratio of (i) net operating income to (ii) interest expense plus the current portion of long term debt and capital leases, all calculated on a rolling 12 month basis.
- (d) "**Default**" means we demand payment of any of the Borrower's Obligations or an event listed in section 9.1 occurs.
- (e) "**Net Operating Income**" means actual rental income from the property located at 670 Cameron Avenue less actual operating expenses.
- (f) "**Obligations**" means, with respect to any party, all of its present and future debts and other obligations to us of any kind whatsoever (including interest, fees and expenses), whether described in this or in any other agreement with us or arising in any other way.
- (g) "**Prime**" means the variable rate per annum that we announce from time to time as a reference rate for Canadian dollar commercial loans in Canada, which can be found on Scotiabank.com. "**Prime Rate Advance**" means an advance under this Agreement bearing interest based on Prime.
- (h) "**Security**" means collectively the guarantees by Guarantors, the postponements by Postponers and the security interests and other credit support arrangements referred to in section 3 and any similar arrangements given to us in the future.
- 12.2 **Records of Obligations** - We will maintain records of the Borrower's Obligations. As against the other parties to this Agreement, our records will be conclusive evidence of the Borrower's Obligations in the absence of obvious error, but we may correct any error or omission in our records.

- 12.3 **Registration of Security** - We may register any grant of Security in such registries as we choose, including personal property registration systems, and confirm the priority of our Security, all at the Borrower's expense. Each party granting Security waives the right to receive a copy of any financing statement, financing change statement or verification statement we may register or receive.
- 12.4 **Expenses and Indemnification** - The Borrower must reimburse us for all expenses that we incur in connection with documenting, administering and enforcing our rights relating to the Credits, this Agreement and the other Security, including related amendments and waivers [and delivery or other communication costs relating to L/C's], and must indemnify us for all losses and damages that we suffer as a result of the transactions contemplated by this Agreement, in all cases including legal fees and disbursements on a solicitor and own client (full indemnity) basis. These amounts form part of the Borrower's Obligations and we may charge them against the Borrower's accounts but are not obligated to do so.
- 12.5 **Calculation and Payment of Interest** – Interest accrues from day to day, is calculated for the actual number of days elapsed, both before and after the principal amount is due, and is payable in arrears on the 22nd of each month or another day that we specify. Interest on overdue interest is calculated at the same rate as interest that isn't overdue, and is compounded daily and payable on demand. Interest on Canadian dollar advances is calculated on a calendar year basis. Interest on US dollar advances is calculated on the basis of a 360 day year and the rate of interest calculated in that way is equivalent to a rate based on a calendar year calculated by multiplying that rate by the actual number of days in the calendar year of calculation and dividing by 360. We may charge interest against the Borrower's accounts but are not obligated to do so.
- 12.6 **Prepayment** – Partial or full prepayment of Credit # 1 is permitted at any time without penalty. Prepayments are applied against scheduled payments in inverse order of due date.
- 12.7 **Currency Fluctuations** – We will determine the Canadian dollar equivalent of any availment in another currency in accordance with our standard practice from time to time and, if that equivalent plus the outstanding availments in Canadian dollars exceeds the authorized amount of the applicable Credit, the Borrower must repay the excess on demand. Payments relating to a particular availment must be made in the currency in which the availment was made. If a judgment relating to a payment owing to us in another currency is expressed in Canadian dollars, the judgment debtor must pay us any shortfall in the amount of the other currency that we receive when we convert any amount collected in Canadian dollars.
- 12.8 **Counterparts and Electronic Documents** - This Agreement and other documents relating to the Credits may be executed by different parties in different counterparts, all of which when taken together will constitute a single contract. This Agreement will become effective when we have received counterparts delivered by each of the other parties. Electronic execution and delivery will be effective unless we require delivery of an originally executed (non-electronic) document. We may create and store copies of documents in any form as part of our business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the Credits and in otherwise dealing with the other parties, we may rely and act on electronic communications that we reasonably believe have been sent by or on behalf of the relevant party, but we may from time to time require that communication with us be in a non-electronic form that we specify.
- 12.9 **Amendment and Restatement** – This Agreement entirely amends and restates any Business Banking Agreement we have previously issued to you. However, this Agreement does not constitute a novation of previous agreements and, in particular, security delivered under previous agreements continues to secure Obligations incurred under previous agreements.
- 12.10 **Law Governing** - This Agreement is governed by the laws of the Province of {province}. This Agreement must also be construed to give effect to the parties' intention to have the Collateral encumbered by a valid security interest under the laws of any other jurisdiction in which the Collateral may be located or in which the Bank could exercise its rights.

Exhibit “D”

Properties

PIN	01205 - 0194 LT	Interest/Estate	Fee Simple
Description	LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385 ; WINDSOR		
Address	670 CAMERON AV WINDSOR		

Chargor(s)

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

Name	CAMERON PARTNERS LTD.
Address for Service	670 CAMERON AVENUE WINDSOR, ONTARIO
I, YUEN FUNG PATRICK LEUNG, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
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Name	THE BANK OF NOVA SCOTIA
Address for Service	4715 TAHOE BOULEVARD, 2ND FLOOR MISSISSAUGA, ONTARIO L4W 0B4

Provisions

Principal	\$1,162,500.00	Currency	CDN
Calculation Period			
Balance Due Date			
Interest Rate	Prime plus 6.000%		
Payments			
Interest Adjustment Date			
Payment Date	Payable on demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200012		
Insurance Amount	See standard charge terms		
Guarantor			

Additional Provisions

See Schedules

Signed By

George Kyriazakos		251 Goyeau Street, Suite 400 Windsor N9A 6V2	acting for Chargor(s)	Signed	2018 09 27
Tel	519-946-0275				
Fax	586-776-4680				
I have the authority to sign and register the document on behalf of the Chargor(s).					

Submitted By

GK LAW FIRM PROFESSIONAL CORPORATION	251 Goyeau Street, Suite 400 Windsor N9A 6V2	2018 09 27
Tel	519-946-0275	
Fax	586-776-4680	

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

THE BANK OF NOVA SCOTIA

Collateral Charge/Mortgage
(Land Titles Act and Registry Act)

SCHEDULE
Land Registration Reform Act

(1) Additional Property Identifier(s)

670 CAMERON AVENUE, WINDSOR, ONTARIO

(2) Description

LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454
WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454
WINDSOR CLOSED BY R321998; PT 1 1283385; WINDSOR

Exhibit “E”



THE BANK OF NOVA SCOTIA

Collateral Mortgage
(Land Titles Act and Registry Act)

 Form 1
 Land Registration Reform Act

STANDARD CHARGE TERMS NO. 200012
1. DEFINITIONS

In this set of standard charge terms, in any schedules attached to a Charge/Mortgage of Land (Form 2) and in any charge registered electronically pursuant to the Land Registration Reform Act of Ontario, **mortgage** means the Charge/Mortgage of Land (Form 2) in which this set is referred by its filing number, any schedules attached to the Charge/Mortgage of Land and this set of standard charge terms or the charge electronically registered in which this set is referred by its filing number and this set of standard charge terms. **You** and **Your** mean each person who has signed the mortgage as Chargor. **We, our** and **us** mean The Bank of Nova Scotia, the Chargee. **Obligations secured** means the debts and liabilities described in these standard charge terms under the heading **Payment Provisions**. **Prime** means our Prime Lending Rate being a variable per annum reference rate of interest as announced and adjusted by us from time to time for loans made by The Bank of Nova Scotia in Canada in Canadian dollars. **Property Covered** means the property described in the mortgage and anything else included under the heading **Description of Property Covered** in these standard charge terms. The mortgage is made in pursuance of the Mortgages Act and is registered in accordance with the Land Registration Reform Act of Ontario. **Sign** includes becoming a party to a document registered electronically.

2. PAYMENT PROVISIONS

- (a) You charge the property covered by the mortgage with payment to us on demand of all of the debts and liabilities described in paragraph (e).
- (b) Where the mortgage sets out a principal amount that applies to all of the debts and liabilities described in paragraph (e), the charge is limited, as to amounts other than interest, to a maximum of the principal amount so set out, plus the additional amounts payable under the heading **We may recover our expenses** in this set of standard charge terms.
- (c) Where the mortgage sets out an interest rate that applies to all of the debts and liabilities described in paragraph (e), the charge is limited, as to interest, to a maximum of the interest at the rate so set out, and interest on overdue interest at the same rate. If the mortgage sets out how that interest rate is calculated or payable, the interest and overdue interest will be calculated and payable in that way, both before and after maturity, default and judgment. If the mortgage does not set out how that interest rate is calculated or payable, the interest and overdue interest will be calculated and payable monthly, both before and after maturity, default and judgment. The interest will be calculated for the actual number of days elapsed. The interest rate under the heading **We may recover our expenses** does not apply to all of the debts and liabilities described in paragraph (e).
- (d) If the debts and liabilities described in paragraph (e) exceed any limits set out in paragraph (b) or (c), we may decide what part of them is secured by the mortgage.
- (e) The debts and liabilities referred to above are all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by you to us or remaining unpaid by you to us, in any currency, whether arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatever your creditor, and wherever incurred, and whether incurred by you alone or with another or others and whether as principal or surety.

3. DESCRIPTION OF PROPERTY COVERED

Any buildings on the property described in the mortgage and any other property that is at any time attached or fixed to the land or buildings or placed on and used in connection with them is covered by the mortgage. Additions, alterations and improvements to the buildings are also covered by the mortgage.

4. OUR SECURITY
(a) What the mortgage does

Except where your interest in the property is as a tenant under a lease, you hereby grant and mortgage your entire interest in the property to us, as security for the payment of the obligations secured. This means you give your entire interest in the property to us and our successors and assigns (called our legal representatives) and which includes anyone to whom this mortgage is transferred in any way.

Where your interest in the property is as a tenant under a lease, you give us the following security. You charge the leasehold interest to us, where you can do so without assigning it to us. You sublease the property to us for and during the unexpired residue of the term of years of the lease, except the last day of the term. You will hold every other interest of yours under the lease in trust for us, including any right of renewal or right to purchase. You will transfer the interest to us or anyone we may name, if we ask you to do so. We may at any time in writing and without cause remove any trustee and appoint a new trustee or trustees of the trust of the interest, and vest the interest to the new trustee. You will not, without our prior written consent, allow your interest to become merged in the landlord's interest, and if you acquire that interest you will give us security over it. You will exercise any option granted by the lease to purchase the property or renew the lease if and when we ask you to do so, and thereafter do everything needed to complete the purchase of the property or renew the lease. You will give us security over the property purchased or the renewed lease. Where you are to give us security under this paragraph, it must be on the same terms as the mortgage. You irrevocably appoint us your attorneys to do any of the things you must do under this paragraph, but we are under no obligation to do them. We may authorize anyone to exercise this power for us.

The mortgage secures a current or running account. Although the mortgage is not satisfied or discharged by any intermediate payment of all or part of the obligations secured but is a continuing security for payment of the obligations secured, our interest in the property under the mortgage will end when:

- (i) you have repaid the obligations secured on our demand and repaid all additional amounts to which we may become entitled under the mortgage, and
- (ii) you have fulfilled all of your other obligations to us under the mortgage, and
- (iii) we have delivered to you a discharge of the mortgage.

You may remain in possession of the property as long as you are not in default under any of the obligations secured or under any agreements evidencing or securing the obligations secured and as long as you meet all your other obligations to us under the mortgage.

(b) Your title to the property

Except where you have provided to us a copy of a lease showing that your interest in the property is as a tenant under a lease, and we have accepted that the mortgage is of your interest under the lease, you certify that you own the property; that you have the right to charge the property to us; and that there are no restrictions, limitations or encumbrances on your title to the property or on your ability to charge the property to us, except as set out in this mortgage or as disclosed by the records of the land registry office and accepted by us. You agree not to do anything that will interfere with our interest in the property, and to sign or otherwise execute any other documents which we think are necessary to charge to us your interest in the property.

Where you have provided to us a copy of a lease showing that your interest in the property is as a tenant under a lease, and we have accepted that the mortgage is of your interest under the lease, you certify as follows. You are entitled to the term of years created by the lease, and any options to purchase or renew granted by the lease. The lease is valid and in force. The person that created every interest on which the lease depends had a good title to the interest required to create a valid interest, free from encumbrances. The tenant's obligations are complied with. You have the right to sublease the property to us and create a trust of every other interest under the lease, including any right of renewal or right to purchase. You have obtained the necessary consent to do so. There are no restrictions, limitations or encumbrances on your title to the term and options or on your ability to sublease the property to us or create the trust of every other interest under the lease, including any right of renewal or right to purchase, except as set out in the lease or in the mortgage. You agree not to do anything that will interfere with our interest in the property, and to sign or otherwise execute any other documents which we think are necessary to sublease the property to us and create the trust set out above.

(c) Effect of the mortgage on other obligations

The mortgage does not release you from or alter any of your other obligations to us or agreements with us. The mortgage does not affect any other security we hold for the payment of the obligations secured, or any other right we may have to enforce the payment of the obligations secured. Our acceptance of the mortgage or our giving credit secured by the mortgage does not mean we must make credit available or continue to do so.

(d) Effect of sale or transfer of property

If you sell or transfer the property or any part of it or any interest in the property or any part of it, then, at our option, you will immediately pay to us all of the obligations secured under the mortgage and, if we do not require you to pay to us the obligations secured under the mortgage, your continued liability and responsibilities under the mortgage and our rights against either you or anyone else who is liable for the payment of any of the obligations secured are not affected.

(e) Effect of subdivision

If the property is subdivided, each part of the property will secure payment of the total amount of the obligations secured.

5. YOUR RESPONSIBILITIES AS TO THE PROPERTY

(a) Taxes and other charges

You will pay all taxes on the property when they are due. You will immediately give us a receipt showing that they have been paid if we ask for it. You will pay all charges, mortgages, liens and other encumbrances on the property when they are due and comply with your other obligations under them. If you do not pay any taxes, charges, mortgages, liens or other encumbrances when they are due, we may pay them and charge to you the amount paid as an additional amount secured under the mortgage. In this paragraph, “taxes” include all present and future taxes, rates, levies, charges, rents, assessments, statute, labour or other impositions on the property or on any person in respect of the property.

(b) Insurance

You will insure with an insurer satisfactory to us and under a policy satisfactory to us all buildings covered by the mortgage against loss or damage by fire, extended perils and other perils usually covered in fire insurance policies. If there is a boiler or a sprinkler system in those buildings, your insurance must cover loss or damage caused by the boiler and equipment operated by it or caused by the sprinkler system. You will insure against any other risks which we require you to insure against. The buildings must be insured for their replacement cost in Canadian dollars.

If we think it is necessary we can require you to cancel any existing insurance on the property, and to provide other insurance which meets our approval. You will assign any insurance you have on the property, or the proceeds of that insurance, to us at our request. You must give us proof that you have insured as required above and you must at least 10 days before any insurance expires or is terminated give us proof that you have renewed or replaced it. If you fail in any way to comply with these obligations, we may (but we are not obliged to) obtain insurance on your behalf and charge the amount of any premium to you as an additional amount secured under the mortgage. If loss or damage occurs, you will provide us with all necessary proofs of claim and do everything else necessary to enable us to obtain payment of insurance proceeds. Insurance proceeds may, in whole or in part, at our option, be used to rebuild or repair damaged buildings or be used to reduce all or part of the obligations secured.

(c) Keeping the property in good condition

You will keep the property in good condition and make any repairs that are needed. You will not do anything, or let anyone else do anything that lowers the value of the property. If you do not keep the property in good condition, or if you do anything, or anyone else does anything, that lowers the value of the property, we may make any needed repairs and charge the cost of them to you as an additional amount secured under the mortgage.

(d) Construction of buildings

Expressions in this paragraph have the same meanings as in the Construction Lien Act as amended or re-enacted; **improvement** includes construction, alteration, repair and demolition. If any improvement is made to the property you must inform us in writing immediately if it has started and otherwise before it is started. You agree that any improvement to the property will occur only according to contracts, plans and specifications approved in writing by us in advance. You must complete any improvement to the property as quickly as possible. You must comply with all of your legal obligations as to payment of the price for any improvement to the property and provide us with proof of compliance when we ask for it; we may withhold any advance until we are satisfied that you have complied. If you fail to comply with any of your obligations to us under the mortgage, we may obtain an order vacating any construction lien, or obtain or provide a financial guarantee bond or other security, if we consider that necessary to facilitate enforcement of the mortgage, and we may charge our expenses of doing so to you as an additional amount secured under the mortgage. Those expenses will include our charges for providing a bond or security if we provide it. You authorize us to provide information about the mortgage to any person claiming a construction lien on the property, as required by law.

(e) Legal requirements

You will observe and conform to all laws and requirements of any government authorities relating to the property. If you fail in any way to comply with these laws and requirements, we may (but are not obliged to) comply with them on your behalf and charge our expenses of doing so to you as an additional amount secured under the mortgage.

(f) Condominiums

The following provisions apply to any condominium unit that is part of the property. In the mortgage, the Condominium Act as amended or re-enacted is called the “Act.” Expressions used in provisions of the mortgage dealing with a condominium unit which are the same as those in the Act have the same meaning as those in the Act, except that the expression “condominium property” has the same meaning as the word “property” in the Act.

- (i) You will comply with the Act and the declaration, by-laws and rules of the corporation. You will provide us with proof of your compliance from time to time as we may request. You will forward to us copies of any notices, assessments, by-laws, rules and financial statements of the corporation. You will provide us, on request, with any other documents and information that you receive from the corporation or are entitled to receive. You will maintain all improvements made to your unit and repair them after damage.

- (ii) You will insure all improvements which you or previous owners have made to your unit and insure your common or other interest in buildings which are part of the condominium property or assets of the corporation if the corporation fails to insure the buildings as required by the Act and the declaration, by-laws and rules of the corporation. These obligations are in addition to your obligations as to insurance under the heading **Insurance** as far as they apply to a condominium unit.
- (iii) You authorize us to exercise your rights under the Act to vote and to consent. If we do not exercise your rights, you may do so, but you will do so according to any instructions we may give you. We may at any time revoke any arrangement we make for you to vote or to consent. You also authorize us to inspect the corporation's records. Nothing done under this paragraph puts us in possession of your property.
- (iv) If you do not comply with the Act and the declaration, by-laws and rules of the corporation, we may comply with them and charge our costs of doing so to you as an additional amount secured under the mortgage. If we exercise our right to pay common expenses, we can accept statements that appear to be issued by the corporation as conclusive evidence of the amount of those expenses and the dates they are due. You will pay us on demand as additional amounts secured under the mortgage our expenses in relation to any by-law, resolution, rule or other matter (other than one for which only a vote of the majority present at the meeting is required), the enforcement of our right to have the corporation or any owner comply with the Act and the declaration, by-laws and rules of the corporation and our exercising any voting rights we may have.

(g) Tenant's Obligations

The following additional provisions apply where your interest in the property is as a tenant under a lease. You will pay all rent and other amounts due under the lease when they are due. You will immediately give us a receipt showing that they have been paid if we ask for it. You will comply with your other obligations under the lease. If you do not pay rent or other amounts due under the lease or comply with your other obligations under the lease, we may comply with them and charge the cost of doing so to you as an additional amount secured under the mortgage. You will not surrender the lease or make any changes to the lease without first obtaining our written consent. You will notify us immediately if your landlord advises you of early termination or takes any steps to effect termination of the lease.

6. ASSIGNMENTS OF LEASES AND RENTS

You assign to us the full benefit of the lessor's interest, and you irrevocably appoint us as your attorney to exercise the lessor's rights, under every present or future lease of the whole or any part of the property.

You assign to us the full benefit of, and you irrevocably appoint us as your attorney to collect, all rents and other monies payable from time to time under every present or future lease of the whole or any part of the property, together with the benefit of all covenants, agreements and terms contained in the lease, and the lessor's rights in respect of the lease, including a guarantee or indemnity, a security and a right to insurance.

You will perform and comply with all lessor's obligations contained in every lease referred to in this section. You will on our request deliver to us a further assignment in registrable form. You will deliver to us on our request an executed copy of every such lease. You will also execute and deliver to us all such notices and other documents as may be required in order to render every assignment effective in law.

You agree that none of our rights or remedies under the mortgage will be delayed or in any way hindered or prejudiced by the assignment or by any act of ours relating to it. We are not obliged to collect any rent or other income from your property nor to comply with or enforce any covenant, agreement and term of any lease or agreement. Nothing we do under this section shall make us a mortgagee in possession of the property. We need only account for rents we actually receive, less reasonable collection charges. We may apply such rents to the repayment of the obligations secured.

7. ENFORCING OUR RIGHTS

If you fail to comply with any of your obligations under the mortgage, or if any part of the obligations secured is not paid when due, or if an event of default occurs under any agreement that relates to the obligations secured, we may enforce our rights in any of the ways set out below. These provisions do not limit any other rights given to us by law or the mortgage. We may enforce this and any other security we may have for any of the obligations secured, and enforce our rights under the mortgage, at the same time or at different times and in any order we choose.

(a) You will make immediate payment

You will immediately pay to us all of the obligations secured if any part of the obligations secured is not paid when it is due or if you fail to comply with any of your obligations under the mortgage or any other agreement to which you and we are parties.

(b) We may sue you

We may take such legal action as is necessary to collect the obligations secured.

(c) We may take possession of the property and collect rents

We may take and keep possession of the property, collect rents from it, and manage it or lease it or any part of it. You certify that we will have the right to take possession of the property or collect the rents from it.

(d) We may sell or lease the property

If you do not repay the obligations secured within 15 days after we have demanded payment of them, we may take possession of the property and lease the property without notice or we may upon 35 days' notice to you sell the property or we may apply to the appropriate court for permission to sell the property, or your interest in it, without notice.

After we are in a position to sell the property, or your interest in it, or lease the property, we may sell or lease at any time, in any way, and on any terms which we think are reasonable. If we sell on credit, we need not account for the proceeds until we receive them. We may sell anything on the land separately from the land itself. We may buy in, rescind or vary contracts of sale and resell at any time, in any way, and on any terms which we think are reasonable. When we sell we can transfer to the buyer every interest in the property which you had power to dispose of.

We will use the proceeds of sale or lease to reduce or repay the obligations secured and will pay you any balance remaining after all claims have been satisfied. If the amount we receive from the sale or lease is less than what you owe, you will immediately pay the difference to us.

You agree that a buyer or lessee may pay all of the money due under a sale or lease to us without seeing to the application of the money. You agree that a buyer or lessee under a sale or lease by us will receive a good title to the property or a valid lease of the property. You will not make any claims concerning the sale or lease against the buyer or lessee or their successors in title. If you do have any claims concerning a sale or lease by us, you will make them only against us and only for money damages.

(e) We may foreclose or sell through the courts

We may commence court proceedings to foreclose the property, or your interest in it. If we obtain a final order of foreclosure, the property, or your interest in it, will by law become our property. We may also ask a court to order a sale of the property, or your interest in it. We may also ask a court to appoint a receiver (or receiver and manager) of the property.

(f) We may appoint a receiver

We may appoint in writing a receiver (or receiver and manager), on any terms (including remuneration) that we think are reasonable, to collect any income from the property. We may make the appointment even if we have taken possession of the property. We may also, in writing, remove a receiver appointed by us and appoint a new receiver. The receiver is considered to be your agent and not ours; his defaults are considered your defaults and not ours. Nothing done by the receiver puts us in possession of the property or makes us accountable for any money except money we actually receive.

The receiver has the right to use any legal remedy (taken in your name or our name) to collect the income from the property; take possession of the property or part of it; manage the property and any business conducted on the property and maintain the property in good condition; lease the property or any part of it; enforce any of our other rights under the mortgage which we delegate to him; and borrow money on the security of the property in priority to the mortgage for these purposes.

(g) We may recover our expenses

You will pay us on demand, as additional amounts secured under the mortgage:

- (i) every amount or expense that we may charge to you as an additional amount secured under any other term of the mortgage,
- (ii) our expenses incurred in negotiating the mortgage, investigating title to the property and preparing and registering the mortgage,
- (iii) our expenses incurred in collecting payment after default of the obligations secured, and
- (iv) our expenses incurred in enforcing our rights under the mortgage,

including our reasonable legal fees on a solicitor and own client basis and interest on the total amount of those amounts and expenses from the date we incur them to the date you pay them to us at a rate of interest equal to Prime plus 2 % per annum, calculated on a daily basis and payable monthly, both before and after maturity, default and judgment, and interest on overdue interest at the same rate and calculated and payable in the same way. We may deduct the amounts, expenses and interest from any money we owe you.

(h) Other

We may take any other remedies available to us under law.

8. WE MAY USE PROCEEDS TO REDUCE ANY OBLIGATION

We may apply the proceeds we receive from enforcing our rights under the mortgage to reduce or repay any of the obligations secured in such manner as we may decide.

9. WE MAY OPEN A SEPARATE ACCOUNT

If we learn that you have disposed of or encumbered the property or any part of it, we may close your account at the amount then due to us. We may open a new account for advances and payments subsequently made and received by us. No amount paid in or credited to the new account will be applied to or have the effect of reducing or repaying any of the obligations secured due to us on the closed account when we learned of the subsequent disposition or encumbrance.

10. DELAY, RELEASES AND PARTIAL DISCHARGES

We may delay enforcing any of our rights under the mortgage or the obligations secured or any agreement evidencing or securing the obligations secured without losing or impairing those rights. We can waive any breach of your obligations under the mortgage or the obligations secured or any agreement evidencing or securing the obligations secured without losing our rights in respect of any breach of your obligations.

We may release others on any terms from any liability to repay the obligations secured without releasing you. We may on any terms discharge any part of the property from the mortgage and, if we do so, the remainder of the property not discharged will secure the total amount of the obligations secured.

11. DISCHARGE OF THE MORTGAGE

If you pay us the obligations secured on our demand, we will sign a discharge of the mortgage in registrable form. You will give us a reasonable time after payment in which to prepare and sign the discharge. You must pay our expenses of having it prepared and of signing it. You are responsible for registering it.

12. EFFECT OF JUDGMENTS

If we obtain a court judgment against you for your failure to pay any of the obligations secured or to perform any of your obligations to us under the mortgage, the judgment will not result in a merger of your obligations under the mortgage with the judgment or take away any of our other rights to enforce the mortgage. We will continue to be entitled to receive interest on the obligations secured at the agreed rate, calculated and payable in the agreed way, and the judgment may so provide.

13. OUR RESPONSIBILITY

We are not responsible for any loss arising in the course of our enforcing our rights under the mortgage unless it results from our wilful neglect or default.

14. HOW WE MAY MAKE DEMANDS OR GIVE NOTICES

Where the mortgage allows or requires us to make a demand on or give a notice to any person (including you), we may make the demand or give the notice by delivering it personally to the person (where the person is a corporation, by delivering it personally to a director, officer or employee of the corporation) or by mailing it by prepaid registered mail addressed to the person at the person's last known address.

A notice or demand so delivered will be regarded as given or made when it is so delivered to the person or to the director, officer or employee of the corporation. A notice or demand so mailed will be regarded as given or made on the day it is mailed, whether the person receives it or not.

15. WHO IS BOUND BY THE MORTGAGE

The mortgage will be binding on your legal or personal representatives and anyone else to whom your interest in the property is transferred. It will be binding on our legal representatives and anyone to whom it is transferred from us. All our rights under it may be enforced by anyone to whom it is transferred from us.

If more than one person signs the mortgage, each person is jointly and severally bound to comply with all obligations of the Chargor under the mortgage.

16. STATUTORY COVENANTS EXCLUDED

The covenants set out in Section 7 (1) of the Land Registration Reform Act are excluded from the mortgage.

Exhibit “F”

Enquiry Result

File Currency: 15DEC 2024

All Pages



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	CAMERON PARTNERS LTD.						
File Currency	15DEC 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	713011707	1	1	1	3	31DEC 2025	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
713011707		001	1		20151231 1144 1532 2645	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	CAMERON PARTNERS LTD.			
	Address	City	Province	Postal Code
	670 CAMERON AVENUE	WINDSOR	ON	N9B 1Z1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	THE BANK OF NOVA SCOTIA			
	Address	City	Province	Postal Code
	20 QUEEN ST WEST 4TH FLOOR	TORONTO	ON	M5H 3R3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description		

Registering Agent	Registering Agent			
	CSRS			
	Address	City	Province	Postal Code
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	CAMERON PARTNERS LTD.									
File Currency	15DEC 2024									
	File Number	Family	of Families	Page	of Pages					
	713011707	1	1	2	3					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		01	001		20171128 1934 1531 9128					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	713011707			X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	CAMERON PARTNERS LTD.									
Other Change	Other Change									
Reason / Description	Reason / Description									
	TO ADD MOTOR VEHICLES									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name						Ontario Corporation Number			
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X	X				
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	D+H LIMITED PARTNERSHIP									

	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	CAMERON PARTNERS LTD.									
File Currency	15DEC 2024									
	File Number	Family	of Families	Page	of Pages					
	713011707	1	1	3	3					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		01	001		20201201 1040 1529 8196					
Record Referenced	File Number	Page Amended		No Specific Page Amended	Change Required		Renewal Years	Correct Period		
	713011707			X	B RENEWAL		5			
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	CAMERON PARTNERS LTD.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name						Ontario Corporation Number			
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or		No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.			
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	D+H LIMITED PARTNERSHIP									

	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

LAST PAGE

Note: All pages have been returned.

[BACK TO TOP](#)



All Pages



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Web Page ID: **WEnqResult** System Date: **16DEC2024** Last Modified: December 08, 2024

Exhibit “G”

February 16th, 2023

Cameron Partners Ltd
670 Cameron Avenue
Windsor, ON

Attention: Mr. Yuen Fung (Patrick) Leung and Mrs. Cheong Lee (Doris) Leung

Dear Sir/Madam,

We refer to our Business Banking Agreement (BBA) dated November 30, 2022, addressed to you, accepted by you December 14, 2022 (the "Business Banking Agreement") under which the The Bank of Nova Scotia (the "Bank") agreed to make credit available to Cameron Partners Ltd (the "Borrower")

The BBA contains certain conditions including the following that are in default:

The Borrower and each Guarantor that isn't an individual must do the following at all times:

- a. Immediately notify us of any Default that occurs

Neither the Borrower nor any Guarantor that isn't an individual may do any of the following without first obtaining our written consent:

- a. Permit any lien of any kind other than the Security to affect any of its property

Based on information provided by you, these conditions are not met and are in default as a secondary encumbrance on the property was obtained from 1212279 BC Ltd with a charge of \$200,000 and a notice of security interest on the property was obtained from Indcom Leasing Inc.

The BBA contains certain reporting conditions including the following that are in default:

Annual evidence that property taxes are up to date, within 120 days of fiscal year end;

Guarantors who are individuals must provide a personal net worth statement when we request it, accompanied by supporting documentation to verify disclosed assets.

As of the date of this letter, the Bank has not received the above reporting items from you for the reporting period ending on December 31, 2021, which constitutes as a default. Latest property tax statement shows overdue property taxes of \$84,025.84.

The amount outstanding due to the Bank on February 16, 2023 was \$966,780.19 and is made up of the following loan facilities:

Non-Revolving Term Loan	\$966,780.19
-------------------------	--------------

plus the Bank's legal costs and any additional fees, with interest and costs which continue to accrue (the "Credit Facility").

Further, payments on the Credit Facility have been delinquent 14 times for a total of 119 days.

As a result of the aforementioned defaults, delinquent payments, and financial information provided by the Borrower, the Bank will agree to continue to provide credit on a day-to-day basis only, subject to the agreement by the Borrower and Guarantors to the following:

1. The following reporting submitted by March 15th, 2023 in order to assess financial covenants and financial condition:
 - Updated Summary of Personal Finances of both guarantors, with supporting documentation to verify disclosed assets
 - Confirmation that property taxes are up to date
2. The collateral charge of \$200,000 from 1212279 BC Ltd is to be completely deleted by May 16, 2023.
3. The Notice of Security Interest from Indcom Leasing Inc. is to be completely deleted by May 16, 2023.

In the meantime, credit is continuing only on a day-by-day basis and subject to no further defaults occurring and to no further deterioration in the Bank's position. The defaults and our rights arising from the defaults are not waived but are preserved. Our agreeing to continue credits is not to be taken as an indication that the Bank has waived or acquiesced to the defaults or any other defaults.

Except as set out above, all terms and conditions set out in the Business Banking Agreement continue to be applicable and we expressly reserve our rights with respect to all defaults including, without limitation, our rights of immediate acceleration as set out in the Commitment Letter.

That the Borrower, the Guarantors, their assigns, employees and any party able to claim through the same, each agree that they have no claim for set-off, counterclaim, or damages to the present time on any basis whatsoever against the Bank, its officers, directors, employees, solicitors and agents (the "**Releasees**") in respect of this letter or in any dealings with the Borrower and Guarantors including, without limitation, any action taken by the Bank in dealing with the Credit Facilities, or with the administration of any accounts held with the Bank by the Borrower.

We require the Borrower and all guarantors to acknowledge and agree to the foregoing by signing and returning a copy of this letter to us by **February 28th, 2023**.

Yours very truly,

THE BANK OF NOVA SCOTIA



Tina Sollazzo

Client Relationship Manager

The undersigned acknowledges and agrees to the foregoing this ____ day of _____, 20 ____

BORROWER:

Cameron Partners Ltd

By: _____
Title: _____
Date: 2/23/2023

By: Li
Title: _____
Date: 2/23/2023

GUARANTORS:

Yuen Fung (Patrick) Leung

By: _____
Title: _____
Date: 2/23/2023

Cheong Lee (Doris) Leung

By: Li
Title: _____
Date: 2/23/2023

Exhibit “H”



January 3, 2024

Cameron Partners Ltd

670 Cameron Ave,
Windsor, ON,
N9B 1Z1.

Attention: Mr. Yuen Fung (Patrick) Leung and Mrs. Cheong Lee (Doris) Leung

Dear Sir/Ma,

We refer to our Business Banking Agreement (BBA) dated November 30, 2022 addressed to **Cameron Partners Ltd** (the “Borrowers”) and guaranteed by Mr. Yuen Fung (Patrick) Leung and Mrs. Cheong Lee (Doris) Leung (the “Guarantors”), accepted by the Borrower and Guarantor on December 14, 2022 (“the BBA”) under which The Bank of Nova Scotia (“The Bank”) agreed to make credit available to the Borrower.

All capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the BBA.

The BBA contains certain terms and conditions which are not in compliance including but not limited to the following:

The Borrower must at all times comply with the following:

- (a) Debt Service Coverage Ratio must be at least 1.20 to 1;

*Based on financial information provided by you for the reporting period ending December 31, 2022, this financial covenant was not met in that debt service coverage ratio was **0.85 to 1**.*

- (b) Neither the Borrower nor any Guarantor that isn't an individual may do any of the following without first obtaining our written consent:

Permit any lien of any kind other than the Security to affect any of its property.

Based on information provided by you, these conditions are not met and are in default as a secondary encumbrance on the property was obtained from 1212279 B.C. Ltd with a charge of \$200,000 and a notice of security interest charge of \$24, 807 on the property was obtained from Indcom Leasing Inc.

- (c) Default letter issued on February 16, 2023 and accepted by you February 23, 2023 stated the Bank will agree to continue to provide credit on a day-to-day basis only, subject to the agreement by the Borrower and Guarantors to the following:

- The collateral charge of \$200,000 from 1212279 B.C. Ltd is to be completely deleted by May 16, 2023.
- The Notice of Security Interest from Indcom Leasing Inc. is to be completely deleted by May 16, 2023.

Based on information provided by you, these conditions were not met on May 16, 2023.

The amount outstanding and due to the Bank on January 3, 2024 was \$988,030.19 which is made up of the following loan facilities (the “Facilities”):

Non-Revolving Term Loan:	\$ 928,030.19*
CEBA Loan	\$60,000
*excluding accumulated interest of \$0.00	

As a result of the aforementioned default, the Bank will not renew the loan for **Cameron Partners Ltd** which matured in November 22, 2023. The Bank will agree to continue to provide credit on a day-to-day basis only up till February 29, 2024 (**the “Exit date”**), subject to the agreement by the Borrower and Guarantors to the following:

1. The Borrower is to provide written information outlining the following by January 31st, 2024:
 - ◆ Verification documents to support Patrick Leung PNW of \$1,555M.
 - ◆ Copies of new lease agreements (e.g unit 303) and updated rent roll.
 - ◆ Removal of 2nd & 3rd charge on property from 1212279 B.C. Ltd and Indcom Leasing Inc.
 - ◆ Confirmation of no CRA arrears and evidence of updated property taxes.
 - ◆ Outstanding CEBA loan repayment.
2. The credit facilities is to be paid in full on or before\ February 29, 2024.
3. Closure of CEBA facility and remaining balance to be paid within on/before Jan. 31, 2024.
4. A default fee of \$750 shall be payable to the Bank upon acceptance of this agreement.
5. The Borrower shall provide written documentation to the Bank confirming the status of all tax filings and list any amounts due and owing to the Canada Revenue Agency (“CRA”). The documentation shall clearly illustrate all amounts owing to the CRA for HST, Deductions at Source and Corporate Taxes, which shall be submitted to the Bank by no later than February 29, 2024.

In the meantime, credit is continuing as agreed and subject to no further defaults occurring and to no further deterioration in the Bank’s position. The defaults and our rights arising from the defaults are not waived but are preserved. Our agreeing to continue credits is not to be taken as an indication that the Bank has waived or acquiesced to the defaults or any other defaults.

Except as set out above, all terms and conditions set out in the BBA continue to be applicable and we expressly reserve our rights with respect to all defaults including, without limitation, our rights of immediate acceleration as set out in the Commitment Letter.


That the Borrower, the Guarantors, their assigns, employees and any party able to claim through the same, each agree that they have no claim for set-off, counterclaim, or damages to the present time on any basis whatsoever against the Bank, its officers, directors, employees, solicitors and agents (the “Releasees”) in respect of this letter or in any dealings with the Borrower and Guarantors including, without limitation, any action taken by the Bank in dealing with the Credit Facilities, or with the administration of any accounts held with the Bank by the Borrower.

We require the Borrower and all guarantors to acknowledge and agree to the foregoing by signing and returning a copy of this letter to us **by January 31, 2024.**

Yours very truly,

THE BANK OF NOVA SCOTIA


Tina Sollazzo
Client Relationship Manager


Terry Roman
Director and Market Lead

Each of the undersigned acknowledges and agrees to the foregoing this ____ day of January 2024

Borrower:

Cameron Partners Ltd

By: 
Title: President
Date: 2024-04-24

GUARANTORS:

Yuen Fung (Patrick) Leung

By: 
Title: President
Date: 2024-04-24

Cheong Lee (Doris) Leung

By: _____
Title: _____
Date: _____

Exhibit “I”



September 23, 2024

Cameron Partners Ltd.

670 Cameron Ave
Windsor, ON
N9B 1Z1

Dear Patrick/Doris

Reference is made to the Business Banking Agreement (“BBA”) dated November 30, 2022 and accepted by you on December 14, 2022, the Default Letter dated February 16, 2023 (the “**February Default Letter**”) and accepted by you on February 23, 2023, and the Default Letter dated January 3, 2024 (the “**Initial Exit Letter**”) and accepted by you on March 24, 2024 (collectively the “**Business Banking Agreement**”) between The Bank of Nova Scotia (the “**Bank**”), Cameron Partners Ltd. (the “**Borrower**”), and the Guarantors signatory thereto (together with the Borrowers, the “**Credit Parties**”). *Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Business Banking Agreement and/or the Initial Exit Letter.*

Pursuant to the Initial Exit Letter, and the Specified Defaults (as defined below) set out in the Initial Exit letter, the Bank required the CEBA Loan (as defined below) to be repaid by January 31, 2024, and required the Term Loan (as defined below) to be repaid by February 29, 2024.

As you know, defaults have occurred under the terms of the Business Banking Agreement and the Borrower was given notice of such defaults (the “**Specified Defaults**”) pursuant to the February Default Letter and the Initial Exit Letter. Additional events of default have occurred under the terms and conditions of the Business Banking Agreement as follows:

- The Borrower failed to repay the Term Loan by February 29, 2024;
- Pursuant to the Initial Exit Letter the Borrower was to provide written information outlining the following by January 31, 2024:
 - Verification documents to support Patrick Leung PNW of \$1,555,000.
 - As of the date of this letter, the Bank has not received the above reporting item from you, which constitutes a default.
 - Copies of new lease agreements (e.g. unit 303) and updated rent roll for 670 Cameron Avenue, Windsor, Ontario (the “**Property**”).
 - As of the date of this letter, the Bank has not received the above reporting item from you, which constitutes a default.
 - Removal of 2nd & 3rd charge on Property from 1212279 B.C. Ltd. and Indcom Leasing Inc.
 - As of the date of this letter, this has not occurred, which constitutes a default.
 - Confirmation of no Canada Revenue Agency (“**CRA**”) arrears and evidence of updated property taxes.

- As of the date of this letter, the Bank has not received the above reporting item from you, which constitutes a default.
- Outstanding CEBA loan repayment.
 - As of the date of this letter, this has not occurred, which constitutes a default.
- The credit facility is to be paid in full on or before February 29, 2024.
 - As of the date of this letter, this has not occurred, which constitutes a default.
- The Borrower shall provide written documentation to the Bank confirming the status of all tax filings and list any amounts due and owing to the CRA. The documentation shall clearly illustrate all amounts owing to the CRA for HST, Deductions at Source and Corporate Taxes, which shall be submitted to the Bank by no later than February 29, 2024.
 - As of the date of this letter, the Bank has not received the above reporting item from you, which constitutes a default.
- Annual financial statements, subject to notice to reader by an independent accountant, are to be provided within 120 days of each fiscal year end.
 - As of the date of this letter, the Bank has not received the above reporting item from you for the period ending on December 31, 2023, which constitutes a default.

(collectively with the Specified Defaults, the **“Events of Default”**).

The amount outstanding due to the Bank on September 20, 2024 was \$957,030.19, made up of the following loan facilities:

Credit Number: 01	Non-Revolving Term Loan (the “Term Loan”)	\$897,030.19
Credit Number: 02	CEBA Loan (the “CEBA Loan”)	\$60,000.00

plus, the Bank’s legal costs and additional fees, with interest costs which continue to accrue (collectively with the above facilities, the **“Indebtedness”**). The Bank’s security has been vetted by independent legal counsel and, pursuant to the Business Banking Agreement, such expense shall be for the Borrower’s account and may be charged to the Borrower’s deposit account when submitted.

The Events of Default and our rights arising from the Events of Default are continuing and have not been waived by the Bank but are preserved. The occurrence of the Events of Default entitles the Bank to demand repayment from the Credit Parties of all amounts outstanding under the Commitment Letter and the security provided thereunder, and failing which, allows the Bank to enforce its security.

Given the occurrence and continuance of the Events of Default, the Bank is under no obligation to provide continued access to the credit facilities. However, subject to compliance with all the terms and conditions set forth herein, the Bank will agree to continue to provide temporary access to the credit facilities on a day-to-day basis up to the Exit Date (as defined below). This day-to-day accommodation can be terminated by the Bank with no further notice and is strictly subject to no further deterioration in the financial performance of the Borrower, as determined in the Bank’s sole discretion, and subject to the compliance by the Credit Parties with the following terms and conditions:

1. Other than the Events of Default, there shall be no further defaults or Events of Default under the Business Banking Agreement, or any other letter or agreement as between the Borrower and the Bank, including the Initial Exit Letter and this letter.

2. The Borrower will maintain a minimum liquidity of \$20,000 at all times. Minimum liquidity is defined as cash held in The Bank of Nova Scotia accounts by the Borrower.
3. By **October 4, 2024**, the Borrower shall:
 - a. Pay a default fee of \$1,500;
 - b. Pay a late reporting fee of \$350;
 - c. Provide to the Bank evidence of up-to-date GST/HST and source deduction payments, in form and substance satisfactory to the Bank in its sole discretion, and continue to promptly make filings and pay when due all GST/HST and employee source deductions;
 - d. Provide to the Bank confirmation, supported by evidence, that all property taxes of any real property pledged as security to the Bank have been paid in full, with no arrears outstanding, including the Property;
 - e. Provide to the Bank the Borrower's annual financial statements for the fiscal year 2023;
 - f. Provide to the Bank a detailed plan to have all financing repaid in full, in alignment with specified dates below ("**Specified Dates**").
 - g. Provide to the Bank a 13-week cash flow projection, with notes detailing material assumptions therein, demonstrating a reasonable expectation that liquidity will be maintained until the Exit Date specified below, and will provide updated rolling 13-week cash flow every two weeks thereafter.
4. By **October 14, 2024**, the Borrower shall provide the Bank with a progress update, including reasonable action taken to meet each Specified Date, including but not limited to a term sheet or discussion paper (if refinancing) and/or agreement with broker (if selling), with sale and refinancing amounts sufficient to repay all credit facilities with the Bank.
5. By **October 28, 2024**, the Borrower shall provide the Bank with a committed finance approval from another Financial Institution OR proof of arrangements [Letter of Intent, Purchase & Sale Agreement] for asset sale, for an amount sufficient to pay its indebtedness.
6. All balances owing to the Bank to be paid in full and all credit facilities closed no later than **November 11, 2024** (the "**Exit Date**").

Should the Borrower fail to meet any of the Specified Dates above, the interest rate on the Term Loan shall immediately increase to Prime + 1.75%.

As a reminder, the Bank will not approve any further overdrafts on the accounts. Please ensure debit items charged against the accounts do not exceed the available credit balances. Cheques and other debit items which overdraw the accounts may be returned non-sufficient funds effective the date of receipt and without prior advice to the Company. A \$150 fee will be levied for each occurrence.

The Bank's agreement to continue providing credit is not to be taken as an indication that the Bank has waived or acquiesced to the Specified Defaults or any other defaults or Events of Default that have now or may in the future occur under the Commitment Letter or any other agreement between the Bank and any Credit Party (collectively, "**Financing Documents**"). The Bank has not condoned or consented to or taken or omitted to take any action that would constitute a waiver or estoppel of any of its rights in respect to any Financing Documents, including, without limitation, rights to take lawful steps to enforce

its security, and the Bank is not committed to and has not agreed to refrain from demanding or from exercising any of the remedies or the Bank's other powers, rights, privileges and authorities (except as set forth in this letter).

By executing this Agreement, the Borrower and the Guarantors acknowledge that the security provided to the Bank and any guarantee provided to the Bank are valid and enforceable. The Borrower and Guarantors further acknowledge that they accepted and are bound by the terms of the Initial Exit Letter.

If the foregoing is satisfactory to you, please sign where noted below and Email return to us no later than September 27, 2024.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNING PAGE FOLLOWS

The Bank expressly reserves its right at any time to exercise all remedies available to it with respect to the Specified Defaults or any other defaults or Events of Default which may have occurred on or prior to the date hereto. The Bank expressly reserves any and all of its remedies, powers, rights, authorities and privileges under each of the Financing Documents at law, in equity or otherwise, and all such remedies are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude any other remedy, power, right, authority and privilege allowed to the Bank hereunder or under any agreement delivered pursuant to the Financing Documents, and all remedies and powers, right, authorities and privileges of the Bank may be exercised concurrently as the Bank sees fit.

Yours truly,

THE BANK OF NOVA SCOTIA



Gabriella Demmings
Senior Manager
Special Accounts Management



Neel Chopra
Director
Special Accounts Management

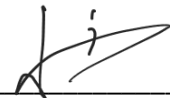
AGREED TO AND ACKNOWLEDGED BY THE BORROWER:

CAMERON PARTNERS LTD.

Per: 

I have the authority to bind the Corporation.

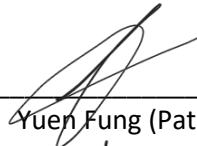
AGREED TO AND ACKNOWLEDGED BY THE GUARANTORS:



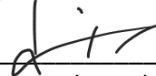
Witness



Witness



Yuen Fung (Patrick) Leung



Cheong Lee (Doris) Leung

Exhibit “J”

Harrison Pensa

LAWYERS

Melinda Vine

Direct Line: (519) 661-6705
mvine@harrisonpensa.com

Law Clerk: Nicole Clayton
Direct Line: (226) 605-0294
nclayton@harrisonpensa.com

November 25, 2024

Via Courier & E-Mail – Patrick.investor@gmail.com & centaria.capital@gmail.com

Cameron Partners Ltd.
1808-5189 Gaston St.
Vancouver, BC V5R 6C7

Dear Sir/Ma'am

**Re: Indebtedness of Cameron Partners Ltd. to The Bank of Nova Scotia (the
"Bank")
Our File No.: 198163**

We are the solicitors for the Bank with respect to loans provided to Cameron Partners Ltd. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank as at November 21, 2024, in the total sum of \$955,150.56 including all interest to November 21, 2024, plus all accruing interest, plus the Bank's costs of enforcement on a solicitor and client basis (the "**Indebtedness**").

The Indebtedness is comprised of the following:

Non-Revolving Term Loan (ending in 499) (number subject to change)	\$894,871.11 (per diem)
CEBA Loan (ending in 094)	\$60,279.45 (per diem \$8.22)
TOTAL:	\$955,150.56

Harrison Pensa LLP

130 Dufferin Avenue, Suite 1101, P.O. Box 3237, London, Ontario N6A 4K3 Phone: 519.679.9660 Fax: 519.667.3362
harrisonpensa.com

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

1. Letter Agreement dated November 30, 2022.
2. General Security Agreement dated December 8, 2015.
3. Charge/Mortgage of Land in the principal sum of \$1,162,500.00, from Cameron Partners Ltd. and receipted as instrument number CE861037 on September 27, 2018, over the Property municipally known as 670 Cameron Avenue, Windsor, ON N9B 1Z1 and legally described as
 - a. LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT)
4. General Assignment of Rents dated September 25, 2018

On behalf of the Bank, we hereby demand payment of the Indebtedness owing by the Debtor together with interest thereon to the date of payment, ten (10) days from the date of this letter.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's indebtedness and to protect its interest.

The Bank expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to the Debtor, if the Bank becomes aware of any matter which may impair its security. In addition, the Bank reserves the right to restrict or cancel all facilities at any time with no further notice and to place all bank accounts on deposit only.

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent, the Debtor waives the time period given by the Bank under this notice.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'M. Vine', with a stylized flourish at the end.

Melinda Vine
MVI/ncl

Enclosure

cc: Patrick Leung and Doris Leung as guarantors

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Cameron Partners Ltd., an insolvent person

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described as:

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

1. General Security Agreement dated December 8, 2015.
2. Charge/Mortgage of Land in the principal amount of \$1,162,500.00 and receipted as instrument number CE861037 on September 27, 2018 over the property legally described as: LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT)
3. General Assignment of Rents dated September 25, 2018

The property to which the security relates includes, but is not limited to all real property, all accounts, book debts, inventory, equipment, livestock, crops wherever located, and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

2. The security that is to be enforced is in the form of:

1. General Security Agreement dated December 8, 2015.
2. Charge/Mortgage of Land in the principal amount of \$1,162,500.00 and receipted as instrument number CE861037 on September 27, 2018, over the property legally described as: LOT 41 PLAN 454 WINDSOR; LOT 42 PLAN 454 WINDSOR; LOT 43 PLAN 454 WINDSOR; PT LOT 40 PLAN 454 WINDSOR; PT LANE PLAN 454 WINDSOR CLOSED BY R321998; PT 1 12R3385; WINDSOR (PIN 01205-0194 LT)
3. General Assignment of Rents dated September 25, 2018

3. The total amount of indebtedness secured by the security is \$894,871.11 (excluding the CEBA Loan) as at November 21, 2024 plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 25th day of November 2024.

THE BANK OF NOVA SCOTIA
by its solicitors, Harrison Pensa LLP

A handwritten signature in black ink, appearing to be 'M. Vine', written over a horizontal line.

Per: _____
Melinda Vine
Harrison Pensa LLP
130 Dufferin Avenue, Suite 1101
PO Box 3237
London, ON N6A 4K3
(519) 661-6705

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.

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)

THE UNDERSIGNED hereby acknowledges receipt of a copy of The Bank of Nova Scotia's demand dated November 25, 2024 and the Notice of Intention to Enforce Security dated November 25, 2024 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of The Bank of Nova Scotia's security.

DATED at _____, Ontario this _____ day of _____, 2024.

Cameron Partners Ltd.

Per: _____
I have authority to bind the company

Witness

Patrick Leung

Witness

Doris Leung

Harrison Pensa

LAWYERS

Melinda Vine

Direct Line: (519)-661-6705
mvine@harrisonpensa.com

Law Clerk: Nicole Clayton
Direct Line: (226) 605-0294
Cnclayton@harrisonpensa.com

November 25, 2024

Courier & E-mail – Patrick.investor@gmail.com & Centaria.capital@gmail.com

Patrick Leung
1808-5189 Gaston Street
Vancouver BC, V5R 6C7

Dear Mr. Leung,

**Re: Indebtedness of Cameron Partners Ltd. to The Bank of Nova Scotia (the “Bank”)
Our File No. 198163**

We are the solicitors for the Bank with respect to loans provided to Cameron Partners Ltd. (the “Debtor”).

According to the Bank’s records, the Debtor is indebted to the Bank in the amount of \$894,871.11¹ as of November 21, 2024, together with accruing interest thereon, and the Bank’s continuing costs of enforcement.

Pursuant to a guarantee executed by you on December 14, 2022, unlimited in sum, you are liable for the full amount of the guarantee, being \$894,871.11, together with accruing interest thereon, and the Bank’s continuing costs of enforcement (the “**Indebtedness**”).

On behalf of the Bank, we hereby demand payment of the Indebtedness together with interest thereon to the date of payment, within ten (10) days of the date of this letter.

Failing to make payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtors’ Indebtedness and to protect its interest.

¹ Excluding the CEBA Loan of \$60,279.45

Harrison Pensa LLP

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'Melinda Vine', with a stylized, cursive script.

Melinda Vine
MVI/ncl

Enclosure

Harrison Pensa

LAWYERS

Melinda Vine

Direct Line: (519)-661-6705
mvine@harrisonpensa.com

Law Clerk: Nicole Clayton
Direct Line: (226) 605-0294
nclayton@harrisonpensa.com

November 25, 2024

Courier

Doris Leung
93 Plum Tree Circle
Markham ON L69 1V9

Dear Ms. Leung ,

**Re: Indebtedness of Cameron Partners Ltd. to The Bank of Nova Scotia (the “Bank”)
Our File No. 198163**

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On behalf of the Bank, we hereby demand payment of the Indebtedness together with interest thereon to the date of payment, within ten (10) days of the date of this letter.

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¹ Excluding the CEBA Loan of \$60,279.45

Harrison Pensa LLP

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Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'Melinda Vine', with a stylized, cursive script.

Melinda Vine
MVI/ncl

Enclosure

THE BANK OF NOVA SCOTIA

Applicant

-and-

CAMERON PARTNERS LTD.

Respondent

Court File No. CV-25-00034491-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

AFFIDAVIT

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Melinda Vine (LSO#53612R)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Lawyers for the Applicant,
The Bank of Nova Scotia

THE BANK OF NOVA SCOTIA

Applicant

-and-

CAMERON PARTNERS LTD.

Respondent

Court File No. CV-25-00034491-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

APPLICATION RECORD

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Melinda Vine (LSO#53612R)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Lawyers for the Applicant,
The Bank of Nova Scotia