

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

- and -

Applicant

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**MOTION RECORD**

September 26, 2023

**RECONSTRUCT LLP**

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**Lawyers for the Receiver, msi  
Spergel, in its capacity as the court  
appointed Receiver of The Hypoint  
Company Limited and 2618909  
Ontario Limited.**

**TO: THE SERVICE LIST**

**ONTARIO  
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# TAB 1

Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

- and -

Applicant

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**NOTICE OF MOTION  
(RE: INTERIM DISTRIBUTION AND DISCHARGE)**

Msi Spergel Inc., in its capacity as Court-appointed receiver (in such capacities, the “**Receiver**”) of the undertakings, property and assets of 2618909 Ontario Limited (“**261**”) and The Hypoint Company Limited (“**Hypoint**” and together with 261, the “**Debtors**”), will make a motion to a Judge presiding over the Commercial List on October 3, 2023 at 10:00 am, or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

in writing under subrule 37.12.1 (1) because it is on consent, unopposed or made without notice;

in writing as an opposed motion under subrule 37.12.1 (4);

- In person;
- By telephone conference;
- By video conference.

At the following location:

Video conference details to be uploaded on Caselines

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached at Tab 3 of the Motion Record that, among other things:
  - a) abridges the time for service of this motion, validates the manner of service, and declares that this motion is properly returnable before the Court;
  - b) authorizes and directs the Receiver to make the distributions proposed in the Second Report;
  - c) authorizes the Receiver to file an Assignment for the General Benefit of Creditors with respect to Hypoint under the provisions of the *Bankruptcy and Insolvency Act* (“**BIA**”);
  - d) approves the Second Report of the Receiver dated September 26, 2023, the Receiver’s Interim Statement of Receipts and Disbursements as at September 21, 2023, and the activities and conduct of the Receiver and its counsel, Reconstruct LLP (“**RECON**”), as described therein;

- e) approves the fees and disbursements of the Receiver and of RECON up and until August 31, 2023, including the estimated accrual of fees and disbursements to be incurred to the completion of these proceedings; and
  - f) approving the discharge of the Receiver, upon the Receiver filing and serving onto the service list a certificate of the Receiver certifying that these receivership proceedings have been completed to the satisfaction of the Receiver.
2. Such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THIS MOTION ARE:**

- 3. On October 28, 2022, pursuant to an order (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Receiver was appointed over all of the assets, undertakings and properties of the Debtors (the “**Property**”).
- 4. 261 was the owner of real property located at 59 Roy Blvd., Brantford, Ontario (the “**Real Property**”) subject to a first mortgage in favour of Bruce Lubelsky, a second mortgage in favour of Delrin Investments Inc., Samuel Stern, Harvey Kessler and Richard Goldberg (collectively, the “**Mortgagees**”) and a third mortgage in favour of 2767888 Ontario Inc.
- 5. The Debtors operated a licensed cannabis growing facility at the Real Property until August 2021, at which time operations ceased due to a downturn in the cannabis

industry. Since August 2021, no cannabis production has occurred at the Real Property.

6. Certain fixtures on the Real Property and used for the cannabis business (the “**HVAC Equipment**”) are subject to a security interest in favour of Canadian Equipment Financing and Leasing Inc. (“**CEFL**”).
7. The Debtors’ assets consist primarily of the Real Property and the HVAC Equipment. The balance of the Hypoint’s assets are chattels which were stored on the Real Property (the “**Chattels**”).
8. The Receiver was appointed after a contested hearing between CEFL and the Mortgagees. Both the Mortgagees and CEFL each hold priority interests in a separate group of the Debtors’ property. The Mortgagees have a registered interest in the Real Property and CEFL holds a priority interest in the HVAC Equipment under the *Personal Property Security Act*. Prior to the appointment of the Receiver, both groups sought to monetize the Property through a sale.
9. Under the Receivership Order, the Receiver is empowered 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.
10. The Receiver, after consulting with the Debtors’ material secured creditors, devised and implemented a sale process for the Property. The sale process culminated in a sale of the Property.

11. On May 12, 2023, the Court granted Orders, *inter alia*, approving an agreement of purchase and sale dated April 14, 2023 between the Receiver as vendor, and Giampolo Investments Limited, as purchaser of the Property. The sale transaction closed on June 12, 2023.
12. The Receiver attempted to reach consent regarding an allocation as between the Mortgagees and CEFL, however, such agreement was not forthcoming.
13. As further described in the Second Report, the Receiver understands that there is a dispute as between the Mortgagees and CEFL concerning the allocation of the proceeds of sale as between the Real Property and the HVAC Equipment. A full-day contested motion is scheduled on December 18, 2023 to determine the allocation of the proceeds of sale as between the Real Property or the HVAC Equipment.
14. Among other things, the Receiver is bringing this motion for the authorization to make an interim distribution to the Mortgagees and the Canada Revenue Agency (the “**Interim Distribution**”) in respect to the sale proceeds that are not in dispute.
15. The Receiver has filed with the Court its Second Report outlining, among other things: (i) the actions of the Receiver since the First Report; (ii) the Interim Distribution proposed to be made prior to the resolution of the allocation dispute; (iii) the Receiver’s refusal of the registered security interest of Thomas Bock in the Chattels; and (iv) the proposed terms of the discharge of the Receiver.

### The Interim Distribution

16. Regardless of the outcome of the contested motion on December 18, 2023, the receivership estate holds funds in excess of any amount that: (i) would be distributed to CEFL should they be successful upon the allocation dispute; and (ii) to Thomas Bock should his security interest be found valid.
  
17. The Receiver recommends that the Interim Distribution of the proceeds of sale be made to the Mortgagees, which amount is not in dispute. In making the distribution, the Receiver will hold back the following funds:
  - a) the amount of the full claim of CEFL;
  
  - b) the Receiver's Fee Accrual and the Receiver's Counsel Fee Accrual (as defined below); and
  
  - c) \$100,000, being the Purchaser's allocation of the Chattels, subject to the resolution of Thomas Bock's claim.
  
18. Further, the Receiver is looking to distribute the deemed trust priority claim for source deductions as against Hypoint in the amount of \$43,588.11 owing to the Canada Revenue Agency.
  
19. Provided that there is no opposition to the relief sought in this motion and that such relief is granted, the Receiver estimates that the additional fees and disbursements of the Receiver necessary to complete these proceedings will be \$35,000.00, including disbursements and HST (the "**Receiver's Fee Accrual**"), and that the

additional fees and disbursements of Receiver's Counsel necessary to complete its representation of the Receiver will be \$35,000.00, including disbursements and HST (the "**Receiver's Counsel Fee Accrual**").

### **Approval of Fees and Disbursements**

20. Pursuant to the Receivership Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements, and shall pass their accounts from time to time.
21. In performing their duties pursuant to the Receivership Order, the Receiver and its counsel have incurred the fees and disbursements detailed in the Second Report. The Receiver respectfully submits that its fees and disbursements, and those of its counsel, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.
22. As noted in the Receiver's Fee Accrual and the Receiver's Counsel Fee Accrual, the Receiver estimates that the total fees and disbursements of the Receiver and its counsel to the termination of these receivership proceedings should not exceed \$35,000 each, plus disbursements and taxes.
23. The Receiver requests the Court's approval of such fees and disbursements.

### **Bankruptcy of Hypoint**

24. As CEFL's security is limited to the HVAC Equipment, no creditor has a valid and enforceable general security interest over all of the Chattels. The net proceeds from



the sale of the Chattels previously owned by Hypoint, subject to a decision of this Court confirming that Thomas Bock does not have valid and enforceable security, would be available to unsecured creditors in a bankruptcy of Hypoint.

25. Based on the value that may be ascribed to the Chattels, the Receiver is looking to be empowered, but not required, to file an assignment in bankruptcy for the general benefit of the unsecured creditors of Hypoint in order to distribute the funds allocated to the Chattels, if any.

### **Receiver's Discharge**

26. The principal purpose of the receivership was to market and sell the Property. The Receiver has sold the Property and now seeks its discharge upon the filing of a certificate as described in the Second Report, subject to the resolution of the allocation dispute described above.

### **General**

27. The Second Report and the appendices attached thereto;
28. Rules 1.04(1), 1.05, 2.01(1), 2.03 and 37 of the *Rules of Civil Procedure*, RSO 1990, Reg 194;
29. The equitable and inherent jurisdiction of the Court; and
30. Such further and other grounds as counsel may advise and this Honorable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING OF THE MOTION:**

31. The Second Report and the appendices attached thereto;
32. Such further and other evidence as counsel may advise and this Honourable Court may permit.

**September 26, 2023**

**RECONSTRUCT LLP**

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**Lawyers for the Receiver, msi  
Spergel, in its capacity as the court  
appointed Receiver of The Hypoint  
Company Limited and 2618909  
Ontario Limited**

TO: **THE SERVICE LIST**

Court File No. CV-22-00678808-00CL

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**THE HYPOINT COMPANY LIMITED et al.**

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

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in its capacity as the court appointed  
Receiver of The Hypoint Company  
Limited and 2618909 Ontario Limited.**

# TAB 2

**Court File No.: CV-22-00678808-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

– and –

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE,  
AND CHANTAL BLOCK**

Respondents

**SECOND REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
2618909 ONTARIO LIMITED AND THE HYPOINT COMPANY LIMITED**

**September 26, 2023**

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## APPENDICES

- A. Endorsement of the Honourable Justice Osbourne dated October 28, 2022
- B. Receivership Order issued November 14, 2022
- C. First Report of Receiver dated May 5, 2023 (without appendices)
- D. Approval and Vesting Order dated May 12, 2023
- E. Ancillary Order dated May 12, 2023
- F. Proposed Distribution Analysis
- G. Canada Revenue Agency Deemed Trust Claim
- H. PPSA Search Report with respect to Hypoint dated July 17, 2023
- I. CEFL Discharge Statement dated August 9, 2023
- J. Property Parcel Register for 59 Roy Blvd., Brantford, Ontario
- K. Discharge statements for first and second mortgages
- L. Fee Affidavit of Philip H. Gennis sworn September 21, 2023.
- M. Fee Affidavit of Shaun Parsons sworn September 25, 2023.
- N. Interim Statements of Receipts and Disbursements as at September 21, 2023.

## **APPOINTMENT AND BACKGROUND**

1. This report (the “**Second Report**”) is filed by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of 2618909 Ontario Limited (“**2618**”) and The Hypoint Company Limited (“**Hypoint**”, and together with 2618, the “**Companies**”).

2. The Receiver understands that 2618 and Hypoint are Canadian-owned, private corporations incorporated pursuant to the laws of the Province of Ontario.

3. 2618 is the owner of the real property located at 59 Roy Blvd., Brantford Ontario (the “**Real Property**”), which property is subject to various mortgages including:

- a. a first mortgage in favour of Bruce Lubelsky;
- b. a second mortgage in favour of Delrin Investments Inc., Samuel Stern, Harvey Kessler, and Richard Goldberg; and
- c. a third mortgage in favour of 2767888 Ontario Inc.

(collectively, the “**Mortgagees**”).

4. Hypoint previously operated a licensed cannabis growing facility (the “**cannabis business**”) on the Real Property from approximately March 2020 to August 2021, at which time it ceased operations due to a downturn in the cannabis industry.

5. Certain fixtures on the Real Property and used for the cannabis business (the “**HVAC Equipment**”) are subject to a personal property security interest under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the “**PPSA**”) in favour of Canadian



Equipment Financing and Leasing Inc. (“**CEFL**”). The remaining chattels held by Hypoint, other than the HVAC Equipment, are subject to a personal property security registration in favour of Thomas Bock.

6. As noted above, the Mortgagees and CEFL hold security over distinct classifications of property. The Mortgagees have registered mortgage security over the Real Property and CEFL holds a purchase money security interest in the HVAC Equipment under the PPSA.

7. Prior to the appointment of the Receiver, both groups moved to monetize the assets and value of the Property through a sale, and both sought to enforce their respective security interests.

8. Following a contested hearing between CEFL and the Mortgagees, Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed Spergel as Receiver, without security, of all the assets, undertakings, and properties of the Companies (the “**Assets**”) pursuant to an Order dated October 28, 2022 (the “**Receivership Order**”). Attached as **Appendix “A”** is a copy of the Endorsement of Justice Osborne dated October 28, 2022 (the “**Endorsement**”). Attached to this Second Report as **Appendix “B”** is a copy of the Receivership Order.

9. Further to its appointment the Receiver prepared and filed its First Report dated May 5, 2023 (the “**First Report**”). Attached to this Second Report as **Appendix “C”** is a copy of the First Report without appendices.

10. On May 12, 2023, the Receiver brought a motion to the Court for an Order approving, *inter alia*, an agreement of purchase and sale dated April 14, 2023 (the “**Sale Agreement**”) between the Receiver as vendor, and Giampolo Investments Limited (the “**Purchaser**”), as purchaser of the Assets. By order of the Honourable Justice Penny dated May 12, 2023 (the “**Approval and Vesting Order**”), the Court approved the Sale Agreement and the vesting of all of the Companies’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) to the Purchaser or its assignee free and clear of all liens, charges and security interests and other encumbrances. Attached to this Second Report as **Appendix “D”** is a copy of the Approval and Vesting Order.

11. At the Motion before the Court on May 12, 2023, the Receiver also sought and obtained an Order (the “**Ancillary Order**”) approving, *inter alia*, its activities and conduct as outlined in the First Report and its fees and disbursements and that of Receiver’s Counsel to and including March 31, 2023. Attached to this Second Report as **Appendix “E”** is a copy of the Ancillary Order dated May 12, 2023.

12. The sale of Assets, including the Real Property closed on June 12, 2023, and the next steps in these proceedings were to seek court approval of a distribution of the sale proceeds. However, the Receiver understands that there is a dispute as between the Mortgagees and CEFL concerning the allocation of the proceeds of sale as between the Real Property and the HVAC Equipment. Accordingly, on August 30, 2023, the parties appeared before the Court on a scheduling motion and two motions were scheduled including: (i) a consent motion to be heard on October 3, 2023 in order to authorize the Receiver to make a distribution to the Mortgagees in respect to a quantum of sale

proceeds not in dispute (the “**Interim Distribution**”), and (ii) a full-day contested motion on December 18, 2023 to determine the allocation of the remaining proceeds as amongst the Real Property or the HVAC Equipment.

### **PURPOSE OF THIS REPORT AND DISCLAIMER**

13. The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver since the First Report in these proceedings and to seek Orders from the Court, including:

- a) authorizing the Receiver to pay the Payroll Deemed Trust Priority Claim, as defined herein;
- b) authorizing and directing the Receiver to make the distributions proposed in this Second Report;
- c) authorizing the Receiver to file an Assignment for the General Benefit of Creditors with respect to Hypoint under the provisions of the *Bankruptcy and Insolvency Act* (“**BIA**”);
- d) approving this Second Report and the actions of the Receiver described herein, including, without limitation, the Receiver’s Interim Statement of Receipts and Disbursements as at September 21, 2023 (the “**Interim R&D**”); and
- e) approving the fees and disbursements of the Receiver and the Receiver’s Counsel for the period from April 1, 2023, to and including August 31, 2023,

including the estimated accrual of fees and disbursements to be incurred to the completion of these proceedings; and

- f) approving the discharge of the Receiver upon the Receiver filing and serving on the service list in these proceedings, a certificate of the Receiver certifying that these receivership proceedings have been completed to the satisfaction of the Receiver.

*Disclaimer*

14. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction, or use of this Second Report for any other purpose than intended.

15. In preparing this Second Report, the Receiver has relied upon certain information found on site and/or provided to it by the management of the Companies including, without limitation, past financial performance, and other financial information. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other forms of assurance with respect to such information. Future oriented financial information relied upon in this Second Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.

16. All references to dollars in this Second Report are in Canadian currency unless otherwise noted.

### **ACTIONS OF THE RECEIVER SINCE THE FIRST REPORT**

17. Following the issuance of the Approval and Vesting Order:
- a. the Receiver completed the sale transaction contemplated by the Sale Agreement, which closed on June 12, 2023;
  - b. dealt with final utility accounts;
  - c. prepared a proposed distribution analysis which was presented to counsel for the Mortgagees and CEFL in the hopes of reaching a consensus on a distribution;
  - d. facilitated negotiations with the Mortgagees and CEFL regarding the allocation of the proceeds of sale; and
  - e. communicated with counsel for Thomas Bock regarding his security interest registered under the PPSA, and the Receiver's refusal of same.

### **PROPOSED DISTRIBUTION**

#### **General**

18. In anticipation of an allocation dispute between the secured creditors, the Receiver required bids in the form of Purchase Agreement included in the data room to allocate the total sale price amongst the assets they proposed to purchase.

19. Pursuant to the Sale Agreement, the Purchaser allocated the total purchase price amongst the various assets as follows:

- i) Land and Buildings: \$5,800,000.00;
- ii) Cannabis Fixtures: \$100,000.00; and
- iii) Chattels: \$100,000.00

20. Using the Purchaser's allocation, the Receiver prepared a distribution analysis, which included the direct costs attributed to each asset class as well a pro rata amount of the general receivership costs (the "**Distribution Analysis**") This analysis was presented to all secured creditors in an effort to facilitate consensus amongst the stakeholders with a view to proceeding with a distribution motion on consent. Attached to this Second Report as **Appendix "F"** is a copy of the Distribution Analysis.

#### **Payment of Receiver's Borrowing Charge**

21. Pursuant to Paragraph 22 of the Receivership Order, the Receiver is entitled to borrow amounts to fund the exercise of the powers and duties conferred upon the Receiver, which amounts are secured by a charge over the Assets in priority to all security interests, trusts, liens, charges and encumbrances, but subordinate to the Receiver's Charge (as defined in the Receivership Order), and the charges set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA (the "**Receiver's Borrowings Charge**").

22. The Receiver borrowed funds from Richard Goldberg in the principal amount of \$245,000 (the "**Borrowings**") to, among other things, fund its activities in these proceedings and pay outstanding tax arrears prior to the sale of the Real Property.

23. The fees and disbursements of the Receiver and the Receiver's Counsel, including the fee accruals for both, the Receiver recommends that it be authorized and directed to distribute \$245,000 together with interest and charges thereon to Richard Goldberg in respect of the repayment of the Borrowings.

### **Hypoint**

#### ***Canada Revenue Agency***

24. The CRA reviewed of Hypoint's payroll account and provided the Receiver with a deemed trust priority claim for source deductions in the amount of \$43,588.11 (the "**Payroll Deemed Trust Priority Claim**"). Attached to this Second Report as **Appendix "G"** is a copy of the Payroll Deemed Trust Priority Claim. It is the intention of the Receiver, subject to the approval of the Court, to pay this Payroll Deemed Trust Priority Claim forthwith from funds garnered from the sale of the assets of Hypoint.

#### ***Wage Earner Protection Program ("WEPP")***

25. The Receiver was advised that all employees of Hypoint were terminated by the Company on or about March of 2022, which date is outside the time limit for a filing with WEPP. Accordingly, there is no amount outstanding with security for payment pursuant to subsection 81.4(4) of the BIA regarding WEPP claims.

#### ***Registered Security Interests***

26. Attached hereto as **Appendix "H"** is a copy of an Ontario search Report under the PPSA dated July 17, 2023, with respect to Hypoint.

27. The PPSA Search Report evidences the following registrations:

- i) CEFL with respect to the HVAC Equipment;

- ii) ADD Capital Inc. (“**ADD Capital**”), with respect to a forklift; and
- iii) Thomas Bock with respect to equipment, accounts and other.

28. The Receiver obtained an independent legal opinion as to the validity of CEFL’s personal property security interest in the HVAC Equipment, which opinion provides that, subject to standard assumptions and caveats, CEFL’s security over the HVAC Equipment is valid and enforceable as against a trustee in bankruptcy. Attached to this Second Report as **Appendix “I”** is a copy of a discharge statement provided to the Receiver by CEFL dated August 9, 2023.

29. In respect to the security registration of ADD Capital, the Receiver released the forklift subject to ADD Capital’s security.

30. The Receiver reviewed the validity of the security registered in in favour of Thomas Bock and determined that Thomas Bock did not have valid and enforceable security over the Assets vis a vis a trustee in bankruptcy. As a result of the absence of an executed security agreement establishing the security interest, there was no attachment of the security as required pursuant to section 11(2)(a) of the PPSA.

31. As no creditor has a valid and enforceable general security interest over all of the assets of Hypoint (the CEFL security is limited to the HVAC Equipment), the net proceeds from the sale of the chattels owned by Hypoint, subject to a decision of this Court confirming that Thomas Bock does not have valid and enforceable security, would be available to unsecured creditors in a bankruptcy of Hypoint. The Receiver therefore



requests that this Court lift the stay for the sole purpose of allowing the Receiver to file an assignment in bankruptcy for the general benefit of unsecured creditors of Hypoint.

## **2618**

### ***Registered Security Interests***

32. Attached to this Second Report as **Appendix “J”** is a copy of the real property parcel register for the Real Property owned by 2618.

33. The Real Property is subject to the following mortgages:

- i) first mortgage in favour Bruce Lubelsky in the principal amount of \$1,300,000;
- ii) second mortgage in favour of Delrin Investments Inc., Samuel Stern, Harvey Kessler, and Richard Goldberg in the principal amount of \$4,000,000 and
- iii) third mortgage in favour of 2767888 Ontario Inc. in the principal amount of \$70,000.

34. The Receiver obtained an independent legal opinion as to the validity of the first and second mortgages on the Real Property, which opinion provides that, subject to standard assumptions and caveats, both the first and second mortgages are valid and enforceable vis a vis a trustee in bankruptcy.

35. Attached to this Second Report as **Appendix “K”** are copies of discharge statements for both the first and second mortgages on the Real Property.

### **INTERIM DISTRIBUTION**

36. Regardless of the outcome of the contested motion on December 18, 2023, the receivership estate holds funds in excess of any amount to be distributed to CEFL.

37. The Receiver recommends that an interim distribution of the proceeds of sale be made to the first and second mortgagees, which amount is not in dispute as between the Mortgagees and CEFL. The Receiver will holdback the following funds:

- a. the amount of the full claim of CEFL;
- b. the Receiver's Fee Accrual and the Receiver's Counsel Fee Accrual (as defined below).
- c. \$100,000, being the Purchaser's allocation of the Chattels, subject to the resolution of Thomas Bock's claim.

### **FEES AND DISBURSEMENTS OF THE RECEIVER**

38. Attached to this Second Report as **Appendix "L"** is the Affidavit of Philip Gennis sworn September 21, 2023 (the "**Gennis Affidavit**"). The Gennis Affidavit incorporates by reference a copy of the Receiver's time dockets pertaining to the receivership of Hypoint, for the period from April 1, 2023, to and including August 31, 2023, in the amount of \$4825.19 inclusive of disbursements and HST. This represents a total of 8.90 hours at an average rate of \$479.89 per hour before HST.

39. The Gennis Affidavit also incorporates by reference a copy of the Receiver's time dockets pertaining to the receivership of 2618, for the period from April 1, 2023, to and including August 31, 2023, in the amount of \$46,335.18 inclusive of disbursements and HST. This represents a total of 8.90 hours at an average rate of \$511.89 per hour before HST.

40. The fees and disbursements of the Receiver in both receivership estates for the period to and including March 31, 2023, were previously approved by this Honourable Court in the Ancillary Order.

#### **FEES AND DISBURSEMENTS OF RECEIVER'S COUNSEL**

41. Attached to this Second Report as **Appendix "M"** is the Affidavit of Shaun Parsons, sworn September 25, 2023, which incorporates by reference a copy of the time dockets of counsel to the Receiver for the period from April 1, 2023, to and including August 31, 2023, in the amount of \$36,515.16 exclusive of HST.

42. The Receiver has reviewed the accounts of their counsel and are of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required by the mandate and that the services were carried out by lawyers with the appropriate level of experience.

## **RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

43. Attached to this Second Report as **Appendix "N"** is a copy of the Receiver's Interim Statement of Receipt and Disbursements dated September 21, 2023.

### **FEE ACCRUAL**

44. Provided that there is no opposition to the relief sought in this Second Report and that such relief is granted, the Receiver estimates that the additional fees and disbursements of the Receiver necessary to complete the proceedings will be \$35,000.00 including disbursements and HST (the "**Receiver's Fee Accrual**") and that the additional fees and disbursements of Receiver's Counsel necessary to complete its representation of the Receiver will be \$35,000.00 including disbursements and HST (the "**Receiver's Counsel Fee Accrual**").

45. The Receiver's Fee Accrual and the Receiver's Counsel Fee Accrual is an estimate that assumes that the Receiver and its Counsel will not be a participant in the allocation dispute as between the Mortgagees and CEFL. The accrual also assumes that no dispute is brought forward by Thomas Bock with respect to the position taken by the Receiver on the validity of his security.

### **DISCHARGE OF THE RECEIVER**

46. Subsequent to the date of this Second Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:

- (a) the payment of the CRA Deemed Trust Priority Claim
- (b) the payment of the Interim Distribution;

- (c) the payment of the distribution resulting from the hearing to be held on December 18, 2023;
- (d) other residual and/or administrative matters in connection with Spergel's appointment as Receiver,
- (e) filing of the final Receiver's Statement under the BIA, and
- (f) filing of the Receiver's Certificate of Discharge.

### **RECOMMENDATIONS**

47. The Receiver respectfully requests that this Honourable Court grant the relief sought in this Second Report.

Dated at Toronto, this 26th day of September 2023

**msi Spergel inc.,  
solely in its capacity as Court-appointed  
Receiver of 2618909 Ontario Limited and  
The Hypoint Company Limited**

*Philip H. Gennis*

Per: \_\_\_\_\_  
Name Philip H. Gennis, JD, CIRP, LIT  
Title: Licensed Insolvency Trustee

# “APPENDIX A”

**CITATION:** Canadian Equipment Finance and Leasing Inc. v.  
The Hypoint Company Limited, 2618905 Ontario Limited,  
2618909 Ontario Limited, Beverley Rockliffe and  
Chantal Bock, 2022 ONSC 6186  
**COURT FILE NO.:** CV-22-678808-00CL  
**DATE:** 20221028

**SUPERIOR COURT OF JUSTICE – ONTARIO  
(COMMERCIAL LIST)**

**RE:** Canadian Equipment Finance and Leasing Inc., Applicant

**AND:**

The Hypoint Company Limited, 2618905 Ontario Limited, 1618909 Ontario Limited, Beverley Rockliffe and Chantal Bock, Respondents

**BEFORE:** Osborne J.

**COUNSEL:** *R. Brendan Bissell and Joel Turgeon*, for the Applicant

*Jonathan Rosenstein*, for the Mortgagees  
*Domenico Magisano*, for the Proposed Receiver, Albert Gelman Inc.

**HEARD:** September 2, 2022

**ENDORSEMENT**

**The Issue**

[1] What happens when rights under the *Mortgages Act* and the *Personal Property Security Act* intersect? As is often the case, a business is carried on through two related entities. One owns the real estate and one operates the business. One creditor finances the purchase of equipment and has a security interest. Another creditor finances the purchase of the real property and has conventional mortgage security. The security of each is over a different asset, and the result is generally straightforward. However, when the purchased equipment is affixed to the property, and there is a dispute about whether and how it can be removed and whether such removal will cause a diminution in the value of both the equipment and the real property, the question is more complex: who has rights of enforcement, and over what assets?

[2] The Applicant, Canadian Equipment Finance and Leasing Inc. ["CEF"] brings this Application for a receivership order, judgment and interest. On this motion within the Application, it seeks only the appointment of a receiver as more particularly described below.

[3] CEF seeks the appointment of Albert Gelman Inc. as receiver pursuant to section 243 of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* [“CJA”], over all of the assets and property of the Respondents, The Hypoint Company Limited [“Hypoint”] and 2618909 Ontario Limited [“909”] that was used in relation to a business carried on by either or both of them.

[4] The Mortgagees [as defined below] do not oppose the appointment of a receiver over the assets of Hypoint pledged as collateral for CEF’s equipment loan, but oppose the appointment of a receiver over the assets of 909, the related entity that owns the real estate against title to which they hold mortgage security.

[5] The mortgagees do however concede that this Court has the discretion to appoint a receiver over the assets of both entities pursuant to section 101 of the CJA and submit in the alternative that if a receiver is appointed, that receiver be the firm nominated by them, MSI Spergel Inc. Each proposed receiver has filed a consent to act in that court-appointed capacity.

[6] Having reviewed all of the evidence filed by the parties and having heard the submissions of their counsel, I have concluded that it is just and convenient to appoint a receiver over all of the assets of both related debtors, being Hypoint and 909 pursuant to section 101 of the CJA. I appoint the firm nominated by the mortgagees, MSI Spergel Inc., as that Court-appointed receiver.

### **The Business, The Loans and The Security**

[7] The assets and property of Hypoint include HVAC equipment installed at the premises from which the business of the Respondents was conducted at 25 Morrow Ave., Toronto [the “Premises”]. The Premises was essentially a custom-built cannabis production facility.

[8] CEF and the Respondent, Hypoint, entered into a loan and security agreement [the “Agreement”] made as of June 1, 2020. There is no dispute that CEF has first ranking security over that HVAC equipment [the “Collateral”] and, in the circumstances, is entitled to the appointment of a receiver over same.

[9] There is, however, a corollary dispute between the parties over whether the equipment pledged as Collateral includes, in addition to the physical HVAC units affixed to the exterior of the building on the Premises, electronic control units located within the building.

[10] The main dispute arises because CEF is seeking the appointment over the Premises as well as the Collateral, with the intent to sell the Premises with the HVAC equipment still installed, through a single sales process approved and overseen by a receiver under the direction of this Court.

[11] While all parties are in agreement that the Premises ought to be sold, the mortgagees who hold registered mortgage security against title to the Premises argue that the real estate itself is owned by the Respondent 909. Those mortgagees, including the first mortgagee Bruce Lubelsky and the second mortgagees Delrin Investments Inc. and three other individuals, [collectively, the “Mortgagees”] hold registered mortgage interests against title to the Premises.



[12] Those Mortgagees argue that, while 909 is a related entity to Hypoint, it is not a party to the loan and security agreement with CEF, and that only the HVAC equipment was pledged as Collateral, all with the result that CEF has no legal right to the appointment of a receiver of property owned by any party other than that belonging to the debtor, Hypoint.

[13] The Mortgagees do not oppose the appointment of a receiver over the HVAC equipment only, nor do they oppose CEF or a receiver acting on its behalf entering onto the premises to remove the HVAC equipment [in accordance with section 35 of the PPSA], subject to determination or resolution of the ancillary dispute referred to above about whether the control units inside the Premises are properly considered to be part of the Collateral.

[14] I observe that 909 guaranteed the debt of Hypoint to CEF, although CEF does not seek in its Notice of Application judgment on that guarantee. Accordingly, for the purposes of this motion, that guarantee is of less relevance since judgment based on that guarantee is not the basis relied upon for the appointment of a receiver.

[15] While Hypoint defaulted on the equipment loan in respect of the HVAC to CEF, 909 defaulted on the mortgages. The equipment loan was in the approximate amount of \$780,000. The mortgages were in the approximate amount of \$5.3 million.

[16] CEF argues that the practical effect of the position of the Mortgagees is that if CEF enforces its rights only as against the Collateral, it will have to remove and sell separately that Collateral which will devalue both the Collateral itself as well as the Premises, to the detriment of all stakeholders, since proceeds and recovery will be maximized for all only if the Premises are sold as a turnkey cannabis production facility, with the HVAC still installed.

[17] CEF argues that a receiver can then resolve disputes over competing priorities and/or entitlement to proceeds of sale, with the later assistance of this Court if necessary, none of which needs to be decided on this motion. CEF notes that the Mortgagees originally cooperated with the Applicant regarding a potential sale transaction, but have now advised that that potential sale was not completed, and the Mortgagees are not prepared to cooperate in an *en masse* sale now.

[18] The Mortgagees take the position that they are entitled, by the terms of their mortgage security and the *Mortgages Act*, to enforce their mortgages by selling the premises under power of sale. That is precisely the fragmented sales process to which CEF objects.

[19] This matter was before the Court on June 29, 2022, on which date Justice Gilmore authorized the appointment of a receiver over the HVAC equipment, although CEF has not proceeded to have a receiver appointed pursuant to that order. The Mortgagees have now delivered notices of sale following on the mortgage defaults. There were discussions and, for a time, some level of cooperation between and among the parties with respect to a potential sale of the Premises, including the affixed Collateral.

[20] When that potential sales transaction collapsed, however, the Mortgagees decided to proceed with a more conventional sale by way of obtaining fair market value appraisals and retaining a commercial real estate brokerage to market the properties. They have begun that process.

[21] While they maintain their primary position that no receiver should be appointed over the property of 909, the Mortgagees do concede that the Court has the discretionary ability to appoint such a receiver pursuant to section 101 of the *Courts of Justice Act*. If the Court determines to exercise that discretion in appoint a receiver, the Mortgagees take the position that the receiver should be the firm nominated by them.

### **Analysis**

[22] The test for appointing a receiver, whether under the BIA or the CJA, is whether it is just and convenient to do so. The overarching objective is to enhance and facilitate the preservation and realization of a debtor's assets, for the benefit of all creditors.

[23] In making a determination about whether it is, in the circumstances of a particular case, just and convenient to appoint a receiver, the Court must have regard to all of the circumstances, but in particular the nature of the property and the rights and interests of all parties in relation thereto. These include the rights of the secured creditor pursuant to its security. (See *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 CanLII 8258).

[24] Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: while the appointment of a receiver is generally an extraordinary equitable remedy, the courts do not so regard the nature of the remedy where the relevant security permits the appointment and as a result, the applicant is merely seeking to enforce a term of an agreement already made by both parties. (See *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 7101 at para. 27).

[25] In *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 at para. 25, the Supreme Court of British Columbia, citing *Bennett on Receivership*, listed numerous factors which have been historically taken into account in the determination of whether it is appropriate to appoint a receiver:

- (a) whether irreparable harm might be caused if no order is made, although as stated above, it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;
- (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;
- (c) the nature of the property;
- (d) the apprehended or actual waste of the debtor's assets;
- (e) the preservation and protection of the property pending judicial resolution;
- (f) the balance of convenience to the parties;
- (g) the fact that the creditor has a right to appointment under the loan documentation;

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- (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;
- (i) the principle that the appointment of a receiver should be granted cautiously;
- (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;
- (k) the effect of the order upon the parties;
- (l) the conduct of the parties;
- (m) the length of time that a receiver may be in place;
- (n) the cost to the parties;
- (o) the likelihood of maximizing return to the parties; and
- (p) the goal of facilitating the duties of the receiver.

[26] It is not essential that the moving party establish, prior to the appointment of a receiver, that it will suffer irreparable harm or that the situation is urgent. However, where the evidence respecting the conduct of the debtor suggests that a creditor's attempts to privately enforce its security will be delayed or otherwise fail, a court-appointed receiver may be warranted. [See *Bank of Montreal v. Carnival National Leasing Ltd.*, 2011 ONSC 1007 at paras. 28-29].

[27] In the present case, CEF's submission that this Court should appoint its proposed receiver over the assets of 909 pursuant to section 243 of the BIA fails, in my view, for the simple fact that, as submitted by the Mortgagees, 909 is not a party to the CEF credit agreement and nor is CEF a creditor of 909, contingent or otherwise.

[28] CEF is not a secured creditor of 909. CEF has no contractual right to the appointment of a receiver over the assets of 909 pursuant to any agreement as it does with respect to Hypoint. As noted above, it similarly lacks any rights as a judgment creditor of 909, since it has not commenced any claim to recover under the guarantee, let alone obtained a judgment.

[29] I am satisfied, however, that it is just and convenient to appoint a receiver under section 101 of the CJA.

[30] 909 and Hypoint are related entities operating the same business out of the same Premises. The Premises, including the Collateral, was custom-built for the operation of a cannabis production facility.

[31] Both CEF and the Mortgagees agree that the Premises and the Collateral should be sold. There is a dispute about whether the Collateral is technically a "fixture" to the Premises, and the factual dispute about the cost of removing the Collateral and the extent of any consequent physical damage to, or diminution in the value of, either or both of the Premises and the Collateral itself. Those issues are for another day. Whether, how, and on what terms [i.e., together or separately]

those assets should be sold can and should be determined by this Court following on a report from the receiver with respect to a proposed sales process and if the process gets that far, a sale approval motion.

[32] However, in circumstances where all parties agreed that all of the assets of both Hypoint and 909 should be sold to maximize recovery for all creditors, but cannot agree on the process pursuant to which that should be undertaken with the result that the entire process is stalled, I am satisfied that this represents a classic example of a situation in which it is just and convenient to appoint a receiver.

[33] The receiver is a court-appointed officer. It has the obligation to design and run a process with a view to monetizing the assets of the debtor for the benefit of all creditors. Further delay is in the interest of no one. There is no activity at the Premises, electricity has been cut off for a significant period of time, and winter is coming. Proof of insurance was requested by CEF and has not been provided.

[34] I am concerned about the real and immediate risk of dissipation of assets and diminution in value of those assets, with the result that I am satisfied that it is important and beneficial to all creditors to accelerate the process. The fair and transparent way to do that is to have a court-appointed receiver run the process. Order needs to be brought to the chaos, and the status quo of competing processes cannot continue unsupervised.

[35] To do otherwise would be to permit CEF to enforce against the Collateral only and the Mortgagees to enforce as against the real property. This has the potential in the circumstances for further conflict requiring further Court intervention, delay, increase in cost and decrease in asset value.

[36] Moreover, nothing in the appointment of a receiver now, over the assets of Hypoint and 909 together, affects or diminishes the ability of the receiver appointed to consider whether in fact recovery will be maximized by a sale of the Collateral and the Premises separately as opposed to together. Even if that were to occur, however, it can occur under a Court-supervised process, by a court-appointed receiver with obligations to all stakeholders, in an orderly and efficient manner.

[37] I should be clear that in appointing a receiver, I am not concluding that the rights of CEF defeat or somehow rank in priority to the rights of the Mortgagees. Rather, I am expressly reserving those rights for another day. In my view, that is the time for a determination if necessary of the relative priority of the competing interests here and whether, for example, the interests of CEF as a secured party of the Collateral are subordinated to the rights of the Mortgagees as a result of the Collateral having become a Fixture to real property [i.e., the Premises].

[38] As the Mortgagees concede in their factum [see paragraph 86], these conflicting interests will be academic in the event that the proceeds of sale of the "Premises" - whenever and however that occurs - are sufficient to satisfy both the Mortgagees and CEF.

[39] I also observe that there are other unsecured creditors whose rights may be affected by the manner in which a sale is undertaken. I am satisfied that their interests also, are best protected by a fair and transparent process run by a court-appointed receiver rather than any one party individually.

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[40] The objective of the appointment of the receiver is to maximize proceeds. If, as all parties agree should occur, the assets of Hypoint and 909 are sold, Court approval of that sale as well, presumably, as the relative rights and priorities over the net proceeds, can be determined. All other issues, including costs of the receivership and who should bear those costs or any proportion thereof, can also be determined.

[41] As to who the court-appointed receiver should be, both firms nominated here are well-known to this Court, and are respected in this area. There is no reason that either would not be appropriate. On balance, however, and given all of the circumstances, including the practical fact that the appointment of a receiver will deprive the Mortgagees of their right to power of sale, as well as the relative debts owed to the Mortgagees and CEF, I appoint MSI Spergel as nominated by the Mortgagees.

[42] Counsel for the Mortgagees is directed to provide to the Court a form of receivership order consistent with these Reasons. If the parties cannot agree on the form of that order, they may schedule a brief attendance before me to settle the terms of that order.

[43] Costs of this motion are reserved to the judge ultimately determining, if necessary, the relative priority to net proceeds of sale of the assets.

A handwritten signature in black ink that reads "Osborne, J." with a horizontal line underneath.

Osborne J.

**Date:** October 28, 2022

# “APPENDIX B”



Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE OSBORNE

)  
)  
)

THE 28<sup>th</sup>  
DAY OF OCTOBER, 2022

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

– and –

**THE HYPPOINT COMPANY LIMITED, 2618905 ONTARIO  
LIMITED, 2618909 ONTARIO LIMITED, BEVERLEY  
ROCKLIFFE, and CHANTAL BOCK**

Respondents

**ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by the applicant for, *inter alia*, an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing a receiver, without security, of all of the assets, undertakings, and properties of: (i) The Hypoint Company Limited (“**Hypoint**”) and (ii) 2618909 Ontario Limited (“**909**”) (the collectively “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard by video conference on September 2, 2022.

**ON READING** the affidavits of (i) Brent Keenan sworn March 21, 2022; (ii) Brent Keenan sworn May 16, 2022; (iii) Jack Frymer sworn May 19, 2022; (iv) Brent Keenan sworn May 26, 2022; (v) Chantal Bock sworn June 22, 2022; (vi) Roman Rockcliffe sworn June 22, 2022; (vii) Christopher J. Clapperton sworn June 27, 2022; (viii) Richard

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Goldberg sworn August 30, 2022; and (ix) Bren Keenan sworn August 30, 2022; together with the exhibits attached to all such affidavits; and on hearing the submissions of counsel for (i) the applicant; (ii) the interested parties first mortgagee Bruce Lubelsky and the second mortgagees Delrin Investments Inc., Richard Goldberg, Harvey Kessler, and Samuel Stern (collectively the “**Mortgagees**”); and (iii) counsel for the receiver proposed by the applicant Albert Gelman Inc.; 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 was properly returnable on the hearing date and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to, the business carried on by the Debtors, including all proceeds thereof, other than the Excluded Assets as defined in paragraph 3 herein (the “**Property**”).

3. **THIS COURT ORDERS**, that the Receiver shall not take possession of any asset of the Debtors for which any permit or license is issued in accordance or connection with the following legislation (collectively, the “**Controlled Substances Legislation**”): (a) Excise Tax Act, 2001, s.c. 2002, c. 22; (b) Cannabis Act, S.C. 2018, c C. 16; (c) Cannabis Control Act 2017, S.Q.-, 2017,.c. 26; (d) Ontario Cannabis Retail Corporation Act, 2017,



*S.O. 2017, c. 26*, or; (e) the Cannabis License Act, 2018, *S.O. 20'18, c. 12*, including any controlled substances subject to the Controlled Substances Legislation and the Receiver shall not be deemed to be in possession of any Property within the meaning of the Controlled Substances Legislation (the “**Excluded Assets**”).

## **RECEIVER'S POWERS**

4. **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 take steps and actions necessary to maintain the Property, including arranging for repair and maintenance as necessary;
- (d) to facilitate and assist in obtaining approvals or permissions as may be required by any governmental authority, including but not limited to any such approvals or permissions required under the Controlled Substances

Legislation, for and on behalf of and, of and if thought desirable by the Receiver, in the name of the Debtors, and to meet with and discuss with such governmental authority and execute any agreements required In connection with or as a result of such discussion;

- (e) 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;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises, or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend, or compromise any indebtedness owing to the Debtors;
- (i) 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 Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute, and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtors, the 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;

- (k) 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;
- (l) to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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 either subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

v

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals, or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain, and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, and physical facilities relating thereto; provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

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

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

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such

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landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

11. **THIS COURT ORDERS** that all rights and remedies against the Debtors, 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any

registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE RECEIVER**

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate, or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.



## RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “***Post Receivership Accounts***”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession, or management (separately and/or collectively, “**Possession**”) of any of the 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**

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

### **RECEIVER'S ACCOUNTS**

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise,

in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <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:  
[www.spergelcorporate.ca/engagements](http://www.spergelcorporate.ca/engagements).

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

28. **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.

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

30. **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.

31. **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.

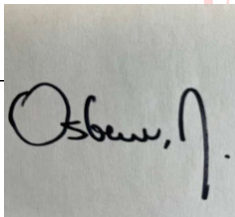
32. **THIS COURT ORDERS** that the balance of this Application be and hereby is adjourned *sine die*; including, without limitation, the issues of:

- (a) the Applicant’s entitlement to judgment and interest; and
- (b) the relative priorities to net proceeds of sale of the assets of the Debtors.

33. **THIS COURT ORDERS** that the costs of this Application, up to and including entry and service of this Order, are reserved to the judge hearing the balance of this Application.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days’ notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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**SCHEDULE “A”  
RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_  
AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties either of (i) The Hypoint Company Limited or (ii) 2618909 Ontario Limited (collectively the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 1<sup>st</sup> day of November, 2022 (the “**Order**”) made in an action having Court file number CV-22-00678808-00CL, 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*,



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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:

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

**and**

**THE HYPOINT COMPANY LIMITED et al.**

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**ORDER  
(Appointing Receiver)**

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**Lawyers for the Receiver.**

# “APPENDIX C”

**Court File No.: CV-22-00678808-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

– and –

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE,  
AND CHANTAL BLOCK**

Respondents

**FIRST REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
2618909 ONTARIO LIMITED AND THE HYPOINT COMPANY LIMITED**

**MAY 5<sup>th</sup>, 2023**

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## **APPENDICES**

- A. Endorsement of The Honourable Mr. Justice Osborne dated October 28, 2022.
- B. Receivership Order issued November 14, 2022.
- C. Avison Young MLS Listing
- D. MLS Form.
- E. Redacted copy of Sale Agreement.
- F. Fee Affidavit of Philip H. Gennis sworn May 2, 2023.
- G. Fee Affidavit of Levi Rivers sworn May 5, 2023.
- H. Interim Statements of Receipts and Disbursements as at May 2, 2023.

## **CONFIDENTIAL APPENDICES**

- A. BAE Phase 1 Environmental Report dated October 17, 2022.
- B. Reliance Letter from BAE to Receiver dated November 15, 2022.
- C. Antec Appraisal dated September 21, 2022.
- D. Reliance Letter from Antec to Receiver dated November 24, 2022.
- E. Ellens Appraisal dated October 10, 2022.
- F. Reliance Letter from Ellen to Receiver dated November 24, 2022.
- G. Platinum Appraisal dated February 10, 2023.
- H. Final Progress Report prepared by Avison Young.
- I. Offer Summary.
- J. Un-redacted Sale Agreement.

## **APPOINTMENT AND BACKGROUND**

1. This report (the “**First Report**”) is filed by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of 2618909 Ontario Limited (“**2618**”) and The Hypoint Company Limited (“**Hypoint**”) which, together with 2618 the “**Companies**”).
2. The Receiver understands that 2618 and Hypoint are Canadian owned, private corporations incorporated pursuant to the laws of the Province of Ontario.
3. 2618 is the owner of the real property located at 59 Roy Blvd., Brantford Ontario (the “**Real Property**”) subject to a first mortgage in favour of Bruce Lubelsky, a second mortgage in favour of Delrin Investments Inc., Samuel Stern, Harvey Kessler, and Richard Goldberg (collectively, the “**Mortgagees**”) and a third mortgage in favour of 2767888 Ontario Inc.
4. Hypoint operated a licensed cannabis growing facility (the “**cannabis business**”) in the Real Property from approximately March 2020 to August 2021, at which time it ceased operations due to a downturn in the cannabis industry. Certain fixtures on the Real Property and used for the cannabis business (the “**HVAC Equipment**”) are subject to a security interest in favour of Canadian Equipment Financing and Leasing Inc. (“**CEFL**”). The remaining chattels used in the cannabis business are subject to a registration in favour of Thomas Bock.
5. Both the Mortgagees and CEFL each hold priority interests in a separate group of property. The Mortgagees have a registered interest in the Real Property and CEFL holds

a priority interest in the HVAC Equipment under the *Personal Property Security Act*. Prior to the appointment of the Receiver, both groups sought to monetize the assets and value of the Property through a sale, and both sought to enforce.

6. After a contested hearing between CEFL and the Mortgagees, the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 28, 2023 (the “**Receivership Order**”) , appointed Spergel as Receiver, without security, of all the assets, undertakings, and properties of the Companies (the “**Assets**”). Attached hereto as **Appendix “A”** is a copy of the Endorsement of Justice Osborne dated October 28, 2022 (the “**Endorsement**”). Attached hereto as **Appendix “B”** is a copy of the Receivership Order.

7. The Receivership Order together with other publicly available information have been posted to the Receiver’s website (the “**Case Website**”), which can be found at: <https://www.spergelcorporate.ca/engagements/2618909-ontario-limited-and-the-hypoint-company-limited-1/>. The Receiver has posted its contact information on the Case Website so that interested parties may contact the Receiver if they have questions with respect to the receivership proceedings.

#### **PURPOSE OF THIS REPORT AND DISCLAIMER**

8. The purpose of this First Report is to advise the Court as to the steps taken by the Receiver to date in these proceedings and to seek Orders from the Court, including:

- a) approving an agreement of purchase and sale between the Receiver, as vendor, and Giampolo Investments Limited as purchaser, dated April 14,



2023 (the “**Sale Agreement**”), and authorizing the Receiver to complete the transaction contemplated within (the “**Transaction**”);

- b) vesting in Giampolo Investments Limited (the “**Purchaser**”) all of the Companies’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) free and clear of any claims and encumbrances (other than permitted encumbrances identified in the Sale Agreement);
- c) sealing the Confidential Appendices (as defined herein) to this First Report until closing of the Transaction or further Order of this Court;
- d) approving this First Report and the actions of the Receiver described herein, including, without limitation, approving the Receiver’s Interim Statement of Receipts and Disbursements as at March 31, 2023 (the “**Interim R&D**”);  
and
- e) approving the fees and disbursements of the Receiver and its counsel to and including April 15, 2023.

*Disclaimer*

9. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for any other purpose than intended.

10. In preparing this First Report, the Receiver has relied upon certain information found on site and/or provided to it by management of the Companies including, without limitation, past financial performance, and other financial information. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other forms of assurance with respect to such information. Future oriented financial information relied upon in this First Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.

11. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

## **RECEIVER'S ACTIVITIES**

### General

12. Copies of the Receivership Order were provided to the Companies by the CEFL's counsel and by the Receiver. In addition, the Receiver prepared its statutory Notice and Statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") and mailed same to all creditors known to the Receiver.

13. Since the appointment of the Receiver on October 28, 2022, the Receiver has taken steps for the preservation and sale of the Real Property and Assets, including but not limited to the following:

- a) arranging for counsel to register the Receivership Order on the title to the real property owned by the Companies that is known to the Receiver;
- b) arranging for a change of locks to the Real Property;
- c) freezing the bank accounts maintained by the Companies that are known to the Receiver;
- d) arranging for repairs to the hydro, water, and gas connections in an effort to re-establish utility accounts and thereby ensure service to the Real Property;
- e) arranging for insurance on the Real Property and other assets.
- f) engaging the services of the former bookkeeper of the Companies to coordinate access to the books and records of the Companies;
- g) communicating with Canada Revenue Agency in an effort to ascertain the existence of priority claims;
- h) communicating with the City of Brantford to enquire into the status of tax accounts;
- i) reviewing environmental reports and realty appraisals previously commissioned and obtaining letters of reliance;
- j) obtaining an appraisal of the HVAC Equipment;

- k) obtaining photographs and a listing of all other assets used in the cannabis production process;
- l) dealing with on-going property management issues on the Real Property, including but not limited to the lack of electricity and heat, plumbing issues, lawn maintenance, and snow removal;
- m) discussions with various stakeholders and creditors of the Companies;
- n) prepared a budget for the carrying costs relative to the Real Property which was presented to the mortgage lenders in support of receivership borrowing;
- o) requesting sales and marketing proposals from two licensed real estate brokers;
- p) liaising with Health Canada and industry professionals regarding the existence, maintenance, and marketability of the Companies' cannabis licenses;
- q) marketing the Real Property through an MLS Listing; and
- r) negotiating the Sale Agreement.

*Preliminary Actions with respect to the Real Property and the Cannabis Assets*

14. Upon its appointment, the Receiver discovered that hydro, water and gas accounts were shut off by the utility providers and with winter approaching, there was concern for the preservation of the building. In anticipation of the Receiver conducting a sales process

with respect to the Real Property and the Assets, the Receiver reinstated utility accounts that were shut down for non-payment.

15. In addition, due to the nature of the cannabis growing operation previously conducted on the Real Property, the Receiver felt it necessary to provide physical security for the building and maintained on-site security until such time as the alarm system could be re-instated. The alarm system was complex and required the engagement of specialized providers to institute.

16. The Receiver requested from BAE Environmental Consultants (“**BAE**”) a Phase 1 Environmental Report, which was issued on October 17, 2022. Attached hereto as **Confidential Appendices “A” and “B”**, respectively, are copies of the Phase 1 Environmental Report issued by BAE and the Letter of Reliance provided to the Receiver by BAE dated November 15, 2022.

17. The Receiver had an immediate need to deal with insurance on the Real Property as the existing short-term policy was set to expire on December 31, 2022. Discussions with several brokers proved unproductive as insurers were unwilling to provide coverage in light of the receivership and the length of time that the building had been vacant. The Receiver was left to obtain coverage through its industry insurer at a cost well in excess of usual premium cost.

18. Due to the specialized nature of the cannabis growing equipment and related complex HVAC infrastructure, the Receiver connected with the manufacturer of the equipment and with experienced equipment liquidators to better understand its saleability, value, and the costs attributable to a sale, including by way of an auction. Resulting from

these discussions and in an effort to realize optimum value for the assets under its administration by trying to sell the building to another cannabis grower, the Receiver made the decision to conduct a sale of the assets on an en-bloc, as-is, where-is basis.

19. The Receiver was provided with copies of two recent appraisals with respect to the Real Property by counsel for the first and second mortgagees who had previously commenced power of sale proceedings. The Receiver requested and obtained Letters of Reliance with respect to each of these appraisals. Attached hereto as **Confidential Appendices “C” and “D”**, respectively are copies of the appraisal prepared by Antec Appraisal Group (“**Antec**”) dated September 21, 2022, and the Letter of Reliance provided to the Receiver by Antec dated November 24, 2022. Attached hereto as **Confidential Appendices “E” and “F”**, respectively are copies of the appraisal prepared by Ellen & Associates Inc. (“**Ellens**”) and the Letter of Reliance provided to the Receiver by Ellens dated November 24, 2022.

20. Additionally, the Receiver obtained an appraisal of the trade fixtures, including those subject to security in favour of CEFL, on February 10, 2023, by Platinum Asset Appraisals (“**Platinum**”). Attached hereto as **Confidential Appendix “G”** is a copy of the appraisal provided to the Receiver by Platinum.

## **THE SALE OF THE ASSETS**

### **Marketing**

21. Pursuant to Paragraph 3(j) of the Receivership Order, the Receiver is empowered and authorized to market any or all of the Property, including advertising and soliciting

offers in respect of the Property. From the outset of these proceedings, the Receiver was appointed in order to market and sell the Property, as was noted in the Endorsement.

22. The Real Property was previously listed on the MLS listing service with Colliers International (“**Colliers**”) for a period of approximately twelve months ending in December 2022, however, the marketing of the Real Property did not result in an acceptable offer.

23. During the period prior to the Receiver listing the Real Property for sale, a number of local realtors reached out to the Receiver enquiring about the Real Property, however no reasonable offer was provided by this pre-market interest.

24. On December 5, 2022, the Receiver requested listing proposals from Colliers and Avison Young Commercial Real Estate Services LP (“**Avison**”).

25. The Receiver entered into an MLS Listing Agreement with Avison given its significant previous experience with the marketing and sale of cannabis growing facilities in addition to commercial and industrial real estate. It was also the opinion of the Receiver that a fresh approach was required given the fact that Colliers had previously held the listing with no success. Attached hereto as **Appendices “C” and “D”**, respectively are copies of the MLS Listing Agreement dated January 9, 2023, entered into by the Receiver with Avison and the MLS Listing.

26. The canvassing of the market for interested purchasers was thoroughly and professionally conducted with sufficient opportunity for all potentially interested persons to obtain such information they required to submit an offer. The Receiver has treated all

potentially interested persons fairly and afforded them substantially equal information and opportunity.

27. The Property was widely exposed to the market. It was posted for sale on the MLS Systems in both the greater Toronto Real Estate Board as well as the Waterloo Region Real Estate Board, both of which cover the Brantford area and presented the Real Property to several thousand registered agents.

28. Avison created a data room which contained sales and marketing materials in addition to the Phase 1 Environmental Report (the “**Data Room**”). Signage was prepared and installed on the Real Property. In addition, Avison conducted a broad marketing campaign which consisted of nine separate email blasts to several thousand prospective purchasers across a variety of industries as well as to many real estate agents.

29. 29 potential purchasers signed NDAs and accessed the Data Room. Of this group, 27 toured the Real Property. Attached hereto as **Confidential Appendix “H”** is a copy of a comprehensive Final Progress Report dated April 19, 2023, prepared for the Receiver by Avison.

30. As a result of the marketing efforts of Avison, six offers were received. Attached hereto as **Confidential Appendix “I”**, is a copy of the Offer Summary, prepared by Avison.

### *The Proposed Sale Transaction*

31. A sale agreement initially dated March 28, 2023, was submitted by Giampolo Investments Limited. Following negotiations between the parties, the Sale Agreement



was accepted by the Receiver on April 14, 2023. The Sale Agreement is unconditional save and except for the Receiver obtaining an Approval and Vesting Order from this Honourable Court.

32. The Real Property and the HVAC Equipment were broadly marketed by Avison. The Transaction contemplated by the Sale Agreement is at a price that was acceptable to the Receiver using its reasonable business judgment. It was the highest price received and represents a sale price in line with the appraisals obtained. Attached hereto as **Appendix "E"** is a redacted copy of the Sale Agreement. An un-redacted copy of the Sale Agreement is attached hereto as **Confidential Appendix "J"**.

33. Due to the dispute between the Mortgagees and CEFL that gave rise to these proceedings, the Receiver asked that all prospective purchasers provide an allocation of the purchase price as between: (i) the Real Property, and (ii) the HVAC Equipment. The Receiver allowed each prospective purchaser to provide their own allocation based on their view of the value of each of these groups of assets. The Receiver did not indicate any baseline value, rather, the determination of the value ascribed to both groups was exclusively determined by each offeror. In negotiating the Sale Agreement, the purchaser additionally provided a third allocation for the chattels located on the Real Property.

34. The Sale Agreement represents the best executable offer received by the Receiver in the Sale Process. It has the highest purchase price of all of the offers received, and the allocations therein are consistent with the appraisals of the Real Property and ascribes a higher value to the HVAC Equipment than the appraisal received from Platinum.

35. The Receiver is of the view that the marketing and sale process was conducted in a manner that: (i) was open to the public and fair to all who participated in it, (ii) maintained appropriate confidentiality and a level playing field for all potential purchasers, (iii) conducted by professionals with extensive experience in the marketing and sale of cannabis growing facilities in addition to commercial and industrial real estate, and (iv) was provident, resulting in numerous offers submitted for the purchase of the Property.

36. The Receiver is of the view that the purchase price contemplated under the Sale Agreement is fair and reasonable based on: (i) the conduct of the Receiver and Avison in marketing the Property, (ii) it represents the highest purchase price given across six offerors, and (iii) is within the range of the appraisals for the Real Property and above the appraisal for the HVAC Equipment that were provided to the Receiver.

37. The Real Property generates no income. As such, the Receiver was required to borrow funds to cover initial repairs and on-going property management expenses. There is presently a significant amount owing on account of realty taxes which the Receiver is unable to pay, and which amount will continue to accrue until such time as the Real Property is sold. In addition, on-going insurance premiums, maintenance, and operational expenses relative to the Real Property as well as on-going professional costs will continue to have a negative impact on the realizations for stakeholders should the Transaction not be approved and completed.

38. In light of the above, the Receiver seeks the approval of the Transaction.

39. The Receiver is seeking a sealing order in respect of the Confidential Appendices as they each contain commercially sensitive information, the release of which prior to

closing of the Transaction would be prejudicial to the stakeholders of the Companies should the Transaction not close.

### **PROFESSIONAL FEES AND DISBURSEMENTS**

40. Attached hereto as **Appendix “F”** is the Affidavit of Philip Gennis sworn May 2, 2023, which incorporates by reference a copy of the Receiver’s time dockets pertaining to the receiverships of 2618 and Hypoint, for the period from October 28, 2023, to and including March 31, 2023, in the amount of \$103,846.15 inclusive of disbursements and HST. This represents a total of 214.85 hours at an average rate of \$427.74 per hour before HST.

41. Attached hereto as **Appendix “G”** to this First Report is the Affidavit of Levi Rivers, sworn May 5, 2023, which incorporates by reference a copy of the time dockets of counsel to the Receiver for the period from November 1, 2022, to and including March 31, 2023, in the amount of \$18,677.04 inclusive of disbursement and HST.

42. The Receiver has reviewed the accounts of their counsel and are of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of experience.

**RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS AS AT  
MARCH 31, 2023**

43. Attached hereto as **Appendix "H"** is a copy of the Interim R&D dated April 15, 2023, prepared by the Receiver.

**NEXT STEPS**

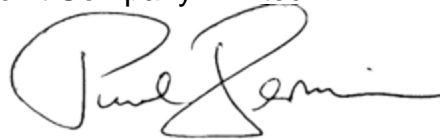
44. Should this Honourable Court approve the Transaction and grant the relief sought by the Receiver, the next step in these proceedings will be to complete the Transaction and ultimately to apply to the Court for a distribution and discharge Order.

**RECOMMENDATIONS**

45. The Receiver respectfully requests that this Honourable Court grant the relief sought in this First Report.

Dated at Toronto, this 5th, day of May 2023

**msi Spergel inc.,**  
solely in its capacity as Court-appointed  
Receiver of 2618909 Ontario Limited and  
The Hypoint Company Limited



Per: \_\_\_\_\_

Name **Philip H. Gennis, JD, CIRP, LIT**

:

Title: **Licensed Insolvency Trustee**

# “APPENDIX D”



Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

|                |   |                              |
|----------------|---|------------------------------|
| THE HONOURABLE | ) | FRIDAY, THE 12 <sup>th</sup> |
|                | ) |                              |
| JUSTICE PENNY  | ) | DAY OF MAY, 2023             |

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by **msi SPERGEL INC.**, in its capacity as the Court-appointed receiver (the “**Receiver**”) without security, of the undertaking, property and assets of the Hypoint Company Limited and 2618909 Ontario Limited (collectively, the “**Debtors**”) for an order, *inter alia*,: (i) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Purchase Agreement**”) dated April 14, 2023 between the Receiver and Giampaolo Investments Limited (the “**Original Purchaser**”), as assigned by the Original Purchaser to GIL Brantford Inc. (the “**Purchaser**”), and appended as Appendix “E” and Confidential Appendix “J” to the First Report of the Receiver dated May 5, 2023 (the “**First Report**”); (ii) vesting in the Purchaser, the Debtors’ right, title and interest in and to the assets and property described in the Purchase Agreement (the “**Purchased Assets**”); and (iii) approving

the First Report and the activities of the Receiver as described therein, was heard today by video conference.

**ON READING** the First Report and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser and any other parties appearing listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Shaun Parsons sworn May 8, 2023 filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

### **APPROVAL OF SALE TRANSACTION**

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, the implementation and process of the Receiver of the sale process is hereby approved, and the execution of the Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Purchase Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Osborne dated October 28, 2022; (ii) all charges, security interests or claims

evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements, restrictive covenants listed on **Schedule “D”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Brant (#2) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule “B”** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate, all Claims shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;



the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## GENERAL

8. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Purchaser, the Receiver and their respective 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 the Debtors, the Purchaser, and the Receiver, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order and to assist the Purchaser, the Receiver and their respective agents in carrying out the terms of this Order.



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**Schedule “A” – Form of Receiver’s Certificate**

Court File No. CV-21-00661434-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (the “**Court**”) dated October 28, 2022, msi Spergel inc. was appointed as the receiver and receiver and manager (the “**Receiver**”) of the undertaking, property and assets of the Hypoint Company Limited and 2618909 Ontario Limited (collectively, the “**Debtors**”).

B. Pursuant to an Order of the Court dated May ● 2023, the Court approved the agreement of purchase and sale attached as Appendix “E” and Confidential Appendix “J” to the First Report of the Receiver dated April 14, 2023 (the “**Purchase Agreement**”) between the Receiver and Giampaolo Investments Limited (the “**Original Purchaser**”), as assigned by the Original Purchaser to GIL Brantford Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the

Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**msi Spergel inc., solely in its capacity as  
Receiver of the Property, and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

## **Schedule “B” – The Purchased Assets**

### **Legal Description of the Real Property**

PIN 32281-0038 (LT)

LT 39 PL 1455 BRANTFORD CITY

### **Municipal Address of the Real Property**

59 Roy Blvd., Brantford, Ontario

And all fixtures attached thereto and all chattels located thereon.

**Schedule “C” – Claims to be deleted and expunged**

| <b>Reg. No.</b> | <b>Date</b> | <b>Instrument Type</b> | <b>Amount</b> | <b>Parties From</b>  | <b>Parties To</b>  |
|-----------------|-------------|------------------------|---------------|--|--|
| BC277561        | 2015/07/13  | LR's Order             |               | Land Registrar, Brant Land Registry Office                                 |  |
| BC380708        | 2020/06/05  | Charge                 | \$4,000,000   | 2618909 Ontario Limited  | Delrin Investments Inc.; Stern, Samuel; Kessler, Harvey; Goldberg, Richard |
| BC381289        | 2020/06/18  | Charge                 | \$1,300,000   | 2618909 Ontario Limited  | Lubelsky, Bruce  |
| BC381290        | 2020/06/18  | Postponement           |               | Delrin Investments Inc.; Stern, Samuel; Kessler, Harvey; Goldberg, Richard | Lubelsky, Bruce  |
| BC381472        | 2020/06/23  | No Sec Interest        | \$779,070     | Canadian Equipment Finance & Leasing Inc.                                  |  |
| BC423662        | 2022/02/14  | Charge                 | \$70,000      | 2618909 Ontario Limited  | 2767888 Ontario Inc.   |
| BC426306        | 2022/03/21  | Notice                 | \$1           | 2618909 Ontario Limited  | 2767888 Ontario Inc.   |
| BC444167        | 2022/11/18  | APL Court Order        |               | Ontario Superior Court of Justice (Commercial List)                        | Msi Spergel Inc.   |

**Schedule “D” – Permitted Claims**

Any undetermined or inchoate liens and charges incidental to the Purchased Assets, in each case not yet due or in arrears;

The reservations, limitations, provisos, conditions, restrictions and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;

The provisions of governing municipal by-laws;

Municipal taxes, liens, charges, including hydro and water charges, rates and assessments accruing from day to day and not yet due and payable;

Any minor encroachments which might be revealed by an up to date survey of the Lands;

Any right of expropriation conferred upon, reserved to or vesting in His Majesty the King in Right of Canada and Ontario;

Any registered restrictions or covenants that run with the Lands provided that same have been complied with in all material respects;

Any easements, rights of way or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;

Any agreements with municipal, utilities or public authorities provided that same have been complied with in all material respects;

The following instrument registered on title to the Lands in the Brant (#2) Land Registry Office:

| <b>Reg. No.</b> | <b>Date</b> | <b>Instrument Type</b> | <b>Parties From</b>    | <b>Parties To</b>       |
|-----------------|-------------|------------------------|------------------------|-------------------------|
| BC334349        | 2018/02/28  | TRANSFER               | TOMLINSON SYSTEMS INC. | 2618909 ONTARIO LIMITED |

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**THE HYPOINT COMPANY LIMITED et al.**

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**APPROVAL AND VESTING ORDER**

**RECONSTRUCT LLP**

Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3

**Caitlin Fell** LSO No. 60091H

cfell@reconllp.com  
Tel: 416.613.8282

**Shaun Parsons** LSO No. 81240A

sparsons@reconllp.com  
Tel: 416.613.8284

Fax: 416.613.8290

**Lawyers for the Receiver, msi Spergel, in its  
capacity as the court appointed Receiver of  
The Hypoint Company Limited and 2618909  
Ontario Limited.**

# “APPENDIX E”





Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

|                |   |                              |
|----------------|---|------------------------------|
| THE HONOURABLE | ) | FRIDAY, THE 12 <sup>th</sup> |
|                | ) |                              |
| JUSTICE PENNY  | ) | DAY OF MAY, 2023             |
|                | ) |                              |

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909 ONTARIO  
LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**ORDER  
(Re Ancillary Matters)**

**THIS MOTION** made by **msi SPERGEL INC.**, in its capacity as the Court-appointed receiver (the “**Receiver**”) without security, of the undertaking, property and assets of the Hypoint Company Limited and 2618909 Ontario Limited (collectively, the “**Debtors**”), for the relief set out in the Notice of Motion dated May 5, 2023, including the approval of the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement between the Receiver and Giampaolo Investments Limited (the “**Purchaser**”) dated April 14, 2023 (the “**Sale Agreement**”), vesting in the Purchaser the Debtors’ right, title, benefit and interest in the assets described in the Sale Agreement regarding the sale of the property municipally known as 59 Roy Blvd., Brantford, Ontario (the “**Property**”) was heard by judicial videoconference.

**ON READING** the Motion Record of the Receiver, and the First Report of the Receiver dated May 5, 2023 (the “**First Report**”), the affidavit of Philip Gennis sworn May 2, 2023 (the “**msi Fee Affidavit**”), the Affidavit of Levi Rivers dated sworn May 5, 2023 (the “**RECON Fee Affidavit**”), and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser and any such other party as was present, no one appearing for any other person on the service list, although properly served as evidenced by the affidavit of Shaun Parsons sworn May 8, 2023, filed.

### **SERVICE**

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service hereof.

### **APPROVAL OF ACTIVITIES**

2. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver and the Statement of Receipts and Disbursements of the Receiver as described in the First Report are hereby approved provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

### **APPROVAL OF FEES**

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Reconstruct LLP, as set out in the First Report, the msi Fee Affidavit, and the RECON Fee Affidavit are hereby approved.

### **SEALING**

4. **THIS COURT ORDERS** that the Confidential Appendices to the First Report are hereby sealed until the earlier of:

- (a) the closing of the Transaction; or
- (b) upon further order of the Court.

## GENERAL

5. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

6. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.



---

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**THE HYPOINT COMPANY LIMITED et al.**

Applicants

Respondents

**ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)***Proceedings commenced at Toronto***ORDER  
(Ancillary Matters)****RECONSTRUCT LLP**  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON M5J 2J3**Caitlin Fell LSO No. 60091H**  
cfell@reconllp.com  
Tel: 416.613.8282**Shaun Parsons LSO No. 81240A**  
sparsons@reconllp.com  
Tel: 416.613.8284

Fax: 416.613.8290

**Lawyers for the Receiver, msi Spergel, in its  
capacity as the court appointed Receiver of  
The Hypoint Company Limited and 2618909  
Ontario Limited.**

# “APPENDIX F”

**In the matter of the Receivership of 2618909 Ontario Limited  
and The Hypoint Company Limited**

|                                  |    | <u>2618909</u>      | <u>Hypoint</u> | <u>Hypoint</u>      |    |                   |    |                   |    |                     |               |
|----------------------------------|----|---------------------|----------------|---------------------|----|-------------------|----|-------------------|----|---------------------|---------------|
|                                  |    | Real Estate         | CEFL Assets    | Chattels            |    |                   |    |                   |    |                     |               |
|                                  |    | 96.66%              | 1.67%          | 1.67%               |    |                   |    |                   |    |                     |               |
| <b>Receipts</b>                  |    |                     |                |                     |    |                   |    |                   |    |                     |               |
| Sale of Assets (`Adjusted BDOC)  | \$ | 6,001,556.26        | \$             | 5,801,104.28        | \$ | 100,225.99        | \$ | 100,225.99        | \$ | 6,001,556.26        | <b>Note 1</b> |
| HST Refunds                      | \$ | 7,295.93            | \$             | 7,052.25            | \$ | 121.84            | \$ | 121.84            | \$ | 7,295.93            | <b>Note 1</b> |
| Interest to July 31, 2023        | \$ | 40,108.38           | \$             | 38,768.76           | \$ | 669.81            | \$ | 669.81            | \$ | 40,108.38           |               |
| Receiver's Borrowing             | \$ | 245,000.00          | \$             | 236,817.00          | \$ | 4,091.50          | \$ | 4,091.50          | \$ | 245,000.00          |               |
| Miscellaneous Refund             | \$ | 10.00               | \$             | 9.67                | \$ | 0.17              | \$ | 0.16              | \$ | 10.00               |               |
|                                  | \$ | <b>6,293,970.57</b> | \$             | <b>6,083,751.96</b> | \$ | <b>105,109.31</b> | \$ | <b>105,109.30</b> | \$ | <b>6,293,970.57</b> |               |
| <b>Disbursements</b>             |    |                     |                |                     |    |                   |    |                   |    |                     |               |
| Filing Fees                      | \$ | 72.82               | \$             | 70.39               | \$ | 1.22              | \$ | 1.22              | \$ | 72.82               |               |
| Ascend License Fees              | \$ | 275.00              | \$             | 265.82              | \$ | 4.59              | \$ | 4.59              | \$ | 275.01              |               |
| HST Paid to date                 | \$ | 66,492.19           | \$             | 64,271.35           | \$ | 1,110.42          | \$ | 1,110.42          | \$ | 66,492.19           |               |
| Appraisal Fees                   | \$ | 8,000.00            | \$             | -                   | \$ | 5,000.00          | \$ | 3,000.00          | \$ | 8,000.00            | <b>Note 2</b> |
| Receivers Fees to August 31      | \$ | 137,185.75          | \$             | 107,906.75          | \$ | 14,639.50         | \$ | 14,639.50         | \$ | 137,185.75          | <b>Note 3</b> |
| Legal Fees to August 31          | \$ | 54,697.36           | \$             | 52,870.47           | \$ | 913.45            | \$ | 913.45            | \$ | 54,697.36           |               |
| Real Estate Commission           | \$ | 270,000.00          | \$             | 260,982.00          | \$ | 4,509.00          | \$ | 4,509.00          | \$ | 270,000.00          |               |
| Insurance                        | \$ | 77,610.96           | \$             | 75,018.75           | \$ | 1,296.10          | \$ | 1,296.10          | \$ | 77,610.96           |               |
| Travel                           | \$ | 1,212.08            | \$             | 1,171.60            | \$ | 20.24             | \$ | 20.24             | \$ | 1,212.08            |               |
| Lock Changing                    | \$ | 711.68              | \$             | 687.91              | \$ | 11.89             | \$ | 11.89             | \$ | 711.68              |               |
| Security                         | \$ | 28,733.18           | \$             | 27,773.49           | \$ | 479.84            | \$ | 479.84            | \$ | 28,733.18           |               |
| Outside Bookkeeping              | \$ | 1,732.50            | \$             | -                   | \$ | 866.25            | \$ | 866.25            | \$ | 1,732.50            | <b>Note 5</b> |
| Utilities                        | \$ | 22,036.87           | \$             | 21,300.84           | \$ | 368.02            | \$ | 368.02            | \$ | 22,036.87           |               |
| Repairs and Maintenance          | \$ | 8,282.92            | \$             | 8,006.27            | \$ | 138.32            | \$ | 138.32            | \$ | 8,282.92            |               |
| Realty Taxes                     | \$ | 93,490.44           | \$             | 93,490.44           | \$ | -                 | \$ | -                 | \$ | 93,490.44           | <b>Note 6</b> |
| Receiver's Borrowing             | \$ | 245,000.00          | \$             | 236,817.00          | \$ | 4,091.50          | \$ | 4,091.50          | \$ | 245,000.00          |               |
| Interest on Receiver's Borrowing | \$ | 20,046.54           | \$             | 19,376.99           | \$ | 334.78            | \$ | 334.78            | \$ | 20,046.54           | <b>Note 7</b> |
|                                  | \$ | <b>1,035,580.29</b> | \$             | <b>970,010.06</b>   | \$ | <b>33,785.12</b>  | \$ | <b>31,785.12</b>  | \$ | <b>1,035,580.30</b> |               |
| <b>E&amp;OE</b>                  | \$ | <b>5,258,390.28</b> | \$             | <b>5,113,741.89</b> | \$ | <b>71,324.20</b>  | \$ | <b>73,324.19</b>  | \$ | <b>5,258,390.28</b> |               |

**Proposed Distribution**

|  |                        |                     |                     |               |
|--|------------------------|---------------------|---------------------|---------------|
|  | \$ 5,113,741.89        | \$ 70,155.20        | \$ 72,155.19        |               |
| Less CRA Priority Claim                          |                        | \$ (21,794.06)      | \$ (21,794.05)      |               |
| Net Funds Available                              | <u>\$ 5,113,741.89</u> | <u>\$ 48,361.14</u> | <u>\$ 50,361.14</u> |               |
| First Mortgagee                                  | \$ (1,441,639.60)      |                     |                     | <b>Note 7</b> |
| Solicitor to First Mortgagee                     | \$ (2,907.00)          |                     |                     |               |
| Second Mortgagee                                 | \$ 3,669,195.29        | \$ 48,361.14        | \$ 50,361.14        | <b>Note 8</b> |
| Less Accrual for Professional Fees               | \$ (70,000.00)         |                     |                     |               |
| Less Agreed Holdback Pending Further Court Order | \$ (848,848.00)        | \$ (48,361.14)      | \$ (50,361.14)      | <b>Note 9</b> |
| Net Distribution to Second Mortgagee             | <u>\$ 2,750,347.29</u> |                     |                     |               |

**Notes**

1. Purchase price allocated as per Approved APS HST refunds are specific to each of the Debtor corporations.
2. Appraisal costs were solely applicable to the CEFL assets and the Hypoint chattels. Real estate appraisals were previously obtained by the mortgagees and letters of reliance were obtained by the Receiver.
3. Receiver's fees directly connected to the Hypoint assets were separately docketed and are reflected in this analysis.
4. The accrual for professional fees assumes that the Receiver and its Counsel will not be a participant in the priority dispute between the second mortgagees and CEFL. The accrual also assumes that no dispute is brought forward by Thomas Bock with respect to the position taken by the Receiver on his security, specifically, its invalidity.

5. Bookkeeping services were incurred solely with respect to Hypoint.
  6. Realty taxes were not apportioned.
  7. Interest has been accrued to September 30, 2023 only
  8. Receiver's Counsel has opined that the security held by Thoms Bock is invalid.
- In the event that this opinion is upheld by the Court, these funds will, of necessity have to distributed to unsecured creditors under the auspices of a court-approved bankruptcy filing by the Receiver.



# “APPENDIX G”





Tax Centre  
Kitchener ON N2H 0A9

August 29, 2023

ATTENTION: PAULA AMARAL  
MSI SPERGEL INC  
1100 - 200 YORKLAND BLVD  
NORTH YORK ON M2J 5C1

Account Number  
77194 8486 RP0001

Dear Ms. Amaral:

Subject: THE HYPOINT COMPANY LIMITED  
Account number: 77194 8486 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$56,405.82 for income tax and Canada Pension Plan (CPP) contributions, as well as employment insurance (EI) premiums.

Details of the debt are as follows:

|                         |             |
|-------------------------|-------------|
| Tax deductions:         | \$41,785.44 |
| CPP:                    | \$ 2,810.76 |
| EI:                     | \$ 953.50   |
| Penalties and interest: | \$10,856.12 |
| Total:                  | \$56,405.82 |

Further to the Income Tax Act, the Canada Pension Plan, and the Employment Insurance Act, the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of THE HYPOINT COMPANY LIMITED in receivership.

|                        |             |
|------------------------|-------------|
| Federal income tax:    | \$31,183.23 |
| Provincial income tax: | \$10,602.21 |
| CPP employee part:     | \$ 1,405.38 |
| EI employee part:      | \$ 397.29   |
| Total:                 | \$43,588.11 |

Payment for the total amount of this trust, namely \$43,588.11, must be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory trusts in priority to all other creditors.

.../2



National Insolvency Office  
166 Frederick Street  
Kitchener ON N2H 0A9

Local: 905-516-2715  
Toll Free: 1-833-540-3352  
Fax: 833-540-3352  
Web site: canada.ca/taxes



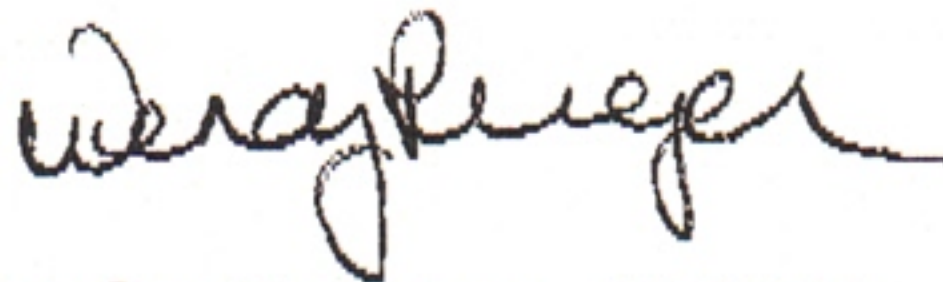
Please let us know when payment of this trust amount and the remaining balance of \$12,817.71 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at 905-516-2715.

Yours truly,



Wendy Rueger (1220)  
Resource/Complex Case Officer

# “APPENDIX H”

## Enquiry Result

File Currency: 17JUL 2023



All Pages ▾




**Note: All pages have been returned.**

|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|---|---|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| <b>Type of Search</b>                               | Business Debtor   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Currency</b>                                | 17JUL 2023  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>File Number</b>  | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |                            |                               |
|   | 762167673   | 1                       | 3                  | 1                             | 19                         | 27MAY 2026                        |                            |                            |                               |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Number</b>                                  | <b>Caution Filing</b>   | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |                            |                               |
| 762167673   |   | 001                     | 3                  |                               | 20200527 1634 9224 0593    | P PPSA                            | 06                         |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   | THE HYPOINT COMPANY LIMITED   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 25 MORROW AVENUE, SUITE 100   |                         |                    |                               | TORONTO                    | ON                                | M6R 2H9                    |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   | THE HYPOINT COMPANY LIMITED   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 59 ROY BLVD   |                         |                    |                               | BRANTFORD                  | ON                                | N3R 7K1                    |                            |                               |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b>  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | CANADIAN EQUIPMENT FINANCE & LEASING INC.   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 5 - 250 WOOLWICH ST S   |                         |                    |                               | BRESLAU                    | ON                                | N0B 1M0                    |                            |                               |
| <b>Collateral Classification</b>                    | <b>Consumer Goods</b>   | <b>Inventory</b>        | <b>Equipment</b>   | <b>Accounts</b>               | <b>Other</b>               | <b>Motor Vehicle Included</b>     | <b>Amount</b>              | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|   |   |                         | X                  | X                             | X                          |                                   |                            |                            |                               |
| <b>Motor Vehicle Description</b>                    | <b>Year</b>   | <b>Make</b>             |                    |                               | <b>Model</b>               |                                   | <b>V.I.N.</b>              |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>General Collateral Description</b>               | <b>General Collateral Description</b>   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION UNITS AHUS, MODEL QS46A5E, SERIAL NUMBERS 1120E27154, |                         |                    |                               |                            |                                   |                            |                            |                               |



|   |   |             |                 |                    |
|---|---|-------------|-----------------|--------------------|
| 1120E27155,1120E27156,1120E27157, 1120E27183,1120E27185,1120E27198, |   |             |                 |                    |
| <b>Registering Agent</b>  | <b>Registering Agent</b>                  |             |                 |                    |
|   | CANADIAN EQUIPMENT FINANCE & LEASING INC. |             |                 |                    |
|   | <b>Address</b>                            | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|   | 5 - 250 WOOLWICH ST S                     | BRESLAU     | ON              | N0B 1M0            |

CONTINUED

|                            |                             |               |                    |             |                 |                    |               |
|----------------------------|-----------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| <b>Type of Search</b>      | Business Debtor             |               |                    |             |                 |                    |               |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |               |                    |             |                 |                    |               |
| <b>File Currency</b>       | 17JUL 2023                  |               |                    |             |                 |                    |               |
|                            | <b>File Number</b>          | <b>Family</b> | <b>of Families</b> | <b>Page</b> | <b>of Pages</b> | <b>Expiry Date</b> | <b>Status</b> |
|                            | 762167673                   | 1             | 3                  | 2           | 19              | 27MAY 2026         |               |

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

|                    |                       |                |                    |                               |                            |                         |                            |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| <b>File Number</b> | <b>Caution Filing</b> | <b>Page of</b> | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b> | <b>Registration Period</b> |
| 762167673          |                       | 002            | 3                  |                               | 20200527 1634 9224 0593    |                         |                            |

|                          |                             |                         |                 |                                   |
|--------------------------|-----------------------------|-------------------------|-----------------|-----------------------------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b>        | <b>First Given Name</b> | <b>Initial</b>  | <b>Surname</b>                    |
|                          | 02JUN1968                   | CHANTAL                 | J               | BOCK                              |
| <b>Business Debtor</b>   | <b>Business Debtor Name</b> |                         |                 | <b>Ontario Corporation Number</b> |
|                          |                             |                         |                 |                                   |
|                          | <b>Address</b>              | <b>City</b>             | <b>Province</b> | <b>Postal Code</b>                |
|                          | 287 MACDONALD ROAD          | OAKVILLE                | ON              | L6J 2A6                           |

|                          |                             |                         |                 |                                   |
|--------------------------|-----------------------------|-------------------------|-----------------|-----------------------------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b>        | <b>First Given Name</b> | <b>Initial</b>  | <b>Surname</b>                    |
|                          | 24APR1942                   | BEVERLY                 | J               | ROCKLIFFE                         |
| <b>Business Debtor</b>   | <b>Business Debtor Name</b> |                         |                 | <b>Ontario Corporation Number</b> |
|                          |                             |                         |                 |                                   |
|                          | <b>Address</b>              | <b>City</b>             | <b>Province</b> | <b>Postal Code</b>                |
|                          | 235 FRONT ST                | OAKVILLE                | ON              | L6J 1A4                           |

|                      |                                      |             |                 |                    |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| <b>Secured Party</b> | <b>Secured Party / Lien Claimant</b> |             |                 |                    |
|                      |                                      |             |                 |                    |
|                      | <b>Address</b>                       | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                      |                                      |             |                 |                    |

|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| <b>Collateral Classification</b> | <b>Consumer Goods</b> | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |

|                                  |             |             |              |               |
|----------------------------------|-------------|-------------|--------------|---------------|
| <b>Motor Vehicle Description</b> | <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>V.I.N.</b> |
|                                  |             |             |              |               |

|                                       |  |
|---------------------------------------|--|
| <b>General Collateral Description</b> | <b>General Collateral Description</b>  |
|                                       | 1120E27223 EIGHT (8) NEW 2020 TRANE/DESERT AIRE DEHUMIDIFICATION UNITS COOLED REMOTE RC8S022C5H22542 CONDENSERS, SERIAL NUMBERS C2040000044,C2040000045,C2040000046, |

|                          |                          |             |                 |                    |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| <b>Registering Agent</b> | <b>Registering Agent</b> |             |                 |                    |
|                          |                          |             |                 |                    |
|                          | <b>Address</b>           | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                          |                          |             |                 |                    |

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|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
|---|--|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| <b>Type of Search</b>                               | Business Debtor  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED                                  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Currency</b>                                | 17JUL 2023   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>File Number</b>   | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |                            |                               |
|   | 762167673  | 1                       | 3                  | 3                             | 19                         | 27MAY 2026                        |                            |                            |                               |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Number</b>                                  | <b>Caution Filing</b>  | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |                            |                               |
| 762167673   |  | 003                     | 3                  |                               | 20200527 1634 9224 0593    |                                   |                            |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>   | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>                                  |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>   |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>   | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>                                  |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>   |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b>                         |                         |                    |                               |                            |                                   |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>   |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Collateral Classification</b>                    | <b>Consumer Goods</b>  | <b>Inventory</b>        | <b>Equipment</b>   | <b>Accounts</b>               | <b>Other</b>               | <b>Motor Vehicle Included</b>     | <b>Amount</b>              | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Motor Vehicle Description</b>                    | <b>Year</b>  | <b>Make</b>             |                    |                               | <b>Model</b>               | <b>V.I.N.</b>                     |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>General Collateral Description</b>               | <b>General Collateral Description</b>                        |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | C2040000052,C2040000053,C2040000054, C2040000056,C2040000057 |                         |                    |                               |                            |                                   |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Registering Agent</b>                            | <b>Registering Agent</b>                                     |                         |                    |                               |                            |                                   |                            |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>   |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   |  |                         |                    |                               |                            |                                   |                            |                            |                               |

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|                            |                             |  |  |  |  |  |  |
|----------------------------|-----------------------------|--|--|--|--|--|--|
| <b>Type of Search</b>      | Business Debtor             |  |  |  |  |  |  |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |  |  |  |  |  |  |
| <b>File Currency</b>       | 17JUL 2023                  |  |  |  |  |  |  |

|  | File Number   | Family           | of Families              | Page                            | of Pages                   |                        |             |                     |                        |
|--|---|------------------|--------------------------|---------------------------------|----------------------------|------------------------|-------------|---------------------|------------------------|
|  | 762167673   | 1                | 3                        | 4                               | 19                         |                        |             |                     |                        |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Caution Filing  | Page of          | Total Pages              | Motor Vehicle Schedule Attached | Registration Number        | Registered Under       |             |                     |                        |
|  |   | 001              | 6                        |                                 | 20200622 1545 9224 0598    |                        |             |                     |                        |
| <b>Record Referenced</b>                                     | File Number   | Page Amended     | No Specific Page Amended | Change Required                 | Renewal Years              | Correct Period         |             |                     |                        |
|  | 762167673   |                  |                          | A AMNDMNT                       |                            |                        |             |                     |                        |
| <b>Reference Debtor/ Transferor</b>                          | First Given Name  |                  |                          | Initial                         | Surname                    |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Business Debtor Name  |                  |                          |                                 |                            |                        |             |                     |                        |
|  | THE HYPOINT COMPANY LIMITED   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Other Change</b>  | Other Change  |                  |                          |                                 |                            |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Reason / Description</b>                                  | Reason / Description  |                  |                          |                                 |                            |                        |             |                     |                        |
|  | TO DELETE EXISTING GENERAL COLLATERAL DESCRIPTION AND REPLACE WITH THE FOLLOWING... |                  |                          |                                 |                            |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Debtor/ Transferee</b>                                    | Date of Birth   | First Given Name |                          | Initial                         | Surname                    |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Business Debtor Name  |                  |                          |                                 | Ontario Corporation Number |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Address   |                  |                          | City                            | Province                   | Postal Code            |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Assignor Name</b>   | Assignor Name   |                  |                          |                                 |                            |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Secured Party</b>   | Secured party, lien claimant, assignee  |                  |                          |                                 |                            |                        |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Address   |                  |                          | City                            | Province                   | Postal Code            |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Collateral Classification</b>                             | Consumer Goods  | Inventory        | Equipment                | Accounts                        | Other                      | Motor Vehicle Included | Amount      | Date of Maturity or | No Fixed Maturity Date |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Motor Vehicle Description</b>                             | Year  | Make             |                          |                                 | Model                      | V.I.N.                 |             |                     |                        |
|  |   |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>General Collateral Description</b>                        | General Collateral Description  |                  |                          |                                 |                            |                        |             |                     |                        |
|  | ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929D DEHUMIDIFICATION UNIT                   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | - AHUS, SERIAL NUMBER 1120E27154 ONE (1) NEW TRANE/DESERT AIRE                      |                  |                          |                                 |                            |                        |             |                     |                        |
|  | QS46A5E82929G DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER                           |                  |                          |                                 |                            |                        |             |                     |                        |
| <b>Registering Agent</b>                                     | Registering Agent or Secured Party/ Lien Claimant                                   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | CANADIAN EQUIPMENT FINANCE & LEASING INC.   |                  |                          |                                 |                            |                        |             |                     |                        |
|  | Address   |                  |                          |                                 | City                       | Province               | Postal Code |                     |                        |
|  | 250 WOOLWICH ST S, UNIT 5   |                  |                          |                                 | BRESLAU                    | ON                     | N0B 1M0     |                     |                        |

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|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|--|--|-------------------------|---------------------------------|--|----------------------------|-------------------------------|----------------------|-----------------------------------|-------------------------------|
| <b>Type of Search</b>  | Business Debtor  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Search Conducted On</b>                                   | THE HYPOINT COMPANY LIMITED  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>File Currency</b>   | 17JUL 2023   |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>File Number</b>   | <b>Family</b>           | <b>of Families</b>              | <b>Page</b>                            |                            |                               |                      |                                   | <b>of Pages</b>               |
|  | 762167673  | 1                       | 3                               | 5                                      |                            |                               |                      |                                   | 19                            |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>Caution Filing</b>  | <b>Page of</b>          | <b>Total Pages</b>              | <b>Motor Vehicle Schedule Attached</b> | <b>Registration Number</b> |                               |                      | <b>Registered Under</b>           |                               |
|  |  | 002                     | 6                               |  | 20200622 1545 9224 0598    |                               |                      |                                   |                               |
| <b>Record Referenced</b>                                     | <b>File Number</b>   | <b>Page Amended</b>     | <b>No Specific Page Amended</b> | <b>Change Required</b>                 |                            |                               | <b>Renewal Years</b> | <b>Correct Period</b>             |                               |
|  | 762167673  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Reference Debtor/ Transferor</b>                          | <b>First Given Name</b>  |                         |                                 | <b>Initial</b>                         | <b>Surname</b>             |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>Business Debtor Name</b>  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Other Change</b>  | <b>Other Change</b>  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Reason / Description</b>                                  | <b>Reason / Description</b>  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Debtor/ Transferee</b>                                    | <b>Date of Birth</b>   | <b>First Given Name</b> |                                 |  | <b>Initial</b>             | <b>Surname</b>                |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>Business Debtor Name</b>  |                         |                                 |  |                            |                               |                      | <b>Ontario Corporation Number</b> |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>Address</b>   |                         |                                 |  | <b>City</b>                | <b>Province</b>               | <b>Postal Code</b>   |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Assignor Name</b>   | <b>Assignor Name</b>   |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Secured Party</b>   | <b>Secured party, lien claimant, assignee</b>                      |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | <b>Address</b>   |                         |                                 |  | <b>City</b>                | <b>Province</b>               | <b>Postal Code</b>   |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Collateral Classification</b>                             | <b>Consumer Goods</b>  | <b>Inventory</b>        | <b>Equipment</b>                | <b>Accounts</b>                        | <b>Other</b>               | <b>Motor Vehicle Included</b> | <b>Amount</b>        | <b>Date of Maturity or</b>        | <b>No Fixed Maturity Date</b> |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Motor Vehicle Description</b>                             | <b>Year</b>  | <b>Make</b>             |                                 |  | <b>Model</b>               |                               |                      | <b>V.I.N.</b>                     |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>General Collateral Description</b>                        | <b>General Collateral Description</b>                              |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | 1220E27155 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929E             |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1220E27156 ONE (1) NEW |                         |                                 |  |                            |                               |                      |                                   |                               |
|  | TRANE/DESERT AIRE QS46A5E82929B DEHUMIDIFICATION UNIT - AHUS,      |                         |                                 |  |                            |                               |                      |                                   |                               |
| <b>Registering Agent</b>                                     | <b>Registering Agent or Secured Party/ Lien Claimant</b>           |                         |                                 |  |                            |                               |                      |                                   |                               |
|  |  |                         |                                 |  |                            |                               |                      |                                   |                               |

|  |                |             |                 |                    |
|--|----------------|-------------|-----------------|--------------------|
|  | <b>Address</b> | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|  |                |             |                 |                    |

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|                            |                             |               |                    |             |                 |
|----------------------------|-----------------------------|---------------|--------------------|-------------|-----------------|
| <b>Type of Search</b>      | Business Debtor             |               |                    |             |                 |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |               |                    |             |                 |
| <b>File Currency</b>       | 17JUL 2023                  |               |                    |             |                 |
|                            | <b>File Number</b>          | <b>Family</b> | <b>of Families</b> | <b>Page</b> | <b>of Pages</b> |
|                            | 762167673                   | 1             | 3                  | 6           | 19              |

**FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT**

|  |                       |                |                    |  |                            |                         |
|--|-----------------------|----------------|--------------------|--|----------------------------|-------------------------|
|  | <b>Caution Filing</b> | <b>Page of</b> | <b>Total Pages</b> | <b>Motor Vehicle Schedule Attached</b> | <b>Registration Number</b> | <b>Registered Under</b> |
|  |                       | 003            | 6                  |  | 20200622 1545 9224 0598    |                         |

|                          |                    |                     |                                 |                        |                      |                       |
|--------------------------|--------------------|---------------------|---------------------------------|------------------------|----------------------|-----------------------|
| <b>Record Referenced</b> | <b>File Number</b> | <b>Page Amended</b> | <b>No Specific Page Amended</b> | <b>Change Required</b> | <b>Renewal Years</b> | <b>Correct Period</b> |
|                          | 762167673          |                     |                                 |                        |                      |                       |

|                                     |                             |                |                |
|-------------------------------------|-----------------------------|----------------|----------------|
| <b>Reference Debtor/ Transferor</b> | <b>First Given Name</b>     | <b>Initial</b> | <b>Surname</b> |
|                                     |                             |                |                |
|                                     | <b>Business Debtor Name</b> |                |                |
|                                     |                             |                |                |

|                     |                     |
|---------------------|---------------------|
| <b>Other Change</b> | <b>Other Change</b> |
|                     |                     |

|                             |                             |
|-----------------------------|-----------------------------|
| <b>Reason / Description</b> | <b>Reason / Description</b> |
|                             |                             |
|                             |                             |

|                           |                             |                         |                 |                                   |
|---------------------------|-----------------------------|-------------------------|-----------------|-----------------------------------|
| <b>Debtor/ Transferee</b> | <b>Date of Birth</b>        | <b>First Given Name</b> | <b>Initial</b>  | <b>Surname</b>                    |
|                           |                             |                         |                 |                                   |
|                           | <b>Business Debtor Name</b> |                         |                 | <b>Ontario Corporation Number</b> |
|                           |                             |                         |                 |                                   |
|                           | <b>Address</b>              | <b>City</b>             | <b>Province</b> | <b>Postal Code</b>                |
|                           |                             |                         |                 |                                   |

|                      |                      |
|----------------------|----------------------|
| <b>Assignor Name</b> | <b>Assignor Name</b> |
|                      |                      |

|                      |   |             |                 |                    |
|----------------------|---|-------------|-----------------|--------------------|
| <b>Secured Party</b> | <b>Secured party, lien claimant, assignee</b> |             |                 |                    |
|                      |   |             |                 |                    |
|                      | <b>Address</b>                                | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                      |   |             |                 |                    |

|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| <b>Collateral Classification</b> | <b>Consumer Goods</b> | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |

|                                  |             |             |              |               |
|----------------------------------|-------------|-------------|--------------|---------------|
| <b>Motor Vehicle Description</b> | <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>V.I.N.</b> |
|                                  |             |             |              |               |

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b>General Collateral Description</b> | <b>General Collateral Description</b> |
|                                       |                                       |

|  |  |             |                 |                    |
|--|--|-------------|-----------------|--------------------|
| SERIAL NUMBER 1220E27157 ONE (1) NEW TRANE/DESERT AIRE                     |  |             |                 |                    |
| QS46A5E82929H DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER                  |  |             |                 |                    |
| 1320E27183 ONE (1) NEW TRANE/DESERT AIRE QS46A5E82929F                     |  |             |                 |                    |
| <b>Registering Agent</b> Registering Agent or Secured Party/ Lien Claimant |  |             |                 |                    |
| <b>Address</b>   |  | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |

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|  |   |                         |                                 |  |
|--|---|-------------------------|---------------------------------|--|
| <b>Type of Search</b>  | Business Debtor                               |                         |                                 |  |
| <b>Search Conducted On</b>                                   | THE HYPOINT COMPANY LIMITED                   |                         |                                 |  |
| <b>File Currency</b>   | 17JUL 2023                                    |                         |                                 |  |
|  | <b>File Number</b>                            | <b>Family</b>           | <b>of Families</b>              | <b>Page</b>                            |
|  | 762167673                                     | 1                       | 3                               | 7                                      |
|  |   |                         |                                 | <b>of Pages</b>                        |
|  |   |                         |                                 | 19                                     |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |   |                         |                                 |  |
|  | <b>Caution Filing</b>                         | <b>Page of</b>          | <b>Total Pages</b>              | <b>Motor Vehicle Schedule Attached</b> |
|  |   | 004                     | 6                               |  |
|  |   |                         |                                 | <b>Registration Number</b>             |
|  |   |                         |                                 | 20200622 1545 9224 0598                |
|  |   |                         |                                 | <b>Registered Under</b>                |
|  |   |                         |                                 |  |
| <b>Record Referenced</b>                                     | <b>File Number</b>                            | <b>Page Amended</b>     | <b>No Specific Page Amended</b> | <b>Change Required</b>                 |
|  | 762167673                                     |                         |                                 |  |
|  |   |                         |                                 | <b>Renewal Years</b>                   |
|  |   |                         |                                 |  |
|  |   |                         |                                 | <b>Correct Period</b>                  |
|  |   |                         |                                 |  |
| <b>Reference Debtor/ Transferor</b>                          | <b>First Given Name</b>                       |                         | <b>Initial</b>                  | <b>Surname</b>                         |
|  |   |                         |                                 |  |
|  | <b>Business Debtor Name</b>                   |                         |                                 |  |
|  |   |                         |                                 |  |
| <b>Other Change</b>  | <b>Other Change</b>                           |                         |                                 |  |
|  |   |                         |                                 |  |
|  |   |                         |                                 |  |
| <b>Reason / Description</b>                                  | <b>Reason / Description</b>                   |                         |                                 |  |
|  |   |                         |                                 |  |
|  |   |                         |                                 |  |
|  |   |                         |                                 |  |
| <b>Debtor/ Transferee</b>                                    | <b>Date of Birth</b>                          | <b>First Given Name</b> |                                 | <b>Initial</b>                         |
|  |   |                         |                                 |  |
|  |   |                         |                                 | <b>Surname</b>                         |
|  |   |                         |                                 |  |
|  | <b>Business Debtor Name</b>                   |                         |                                 | <b>Ontario Corporation Number</b>      |
|  |   |                         |                                 |  |
|  | <b>Address</b>                                |                         | <b>City</b>                     | <b>Province</b>                        |
|  |   |                         |                                 | <b>Postal Code</b>                     |
|  |   |                         |                                 |  |
| <b>Assignor Name</b>   | <b>Assignor Name</b>                          |                         |                                 |  |
|  |   |                         |                                 |  |
| <b>Secured Party</b>   | <b>Secured party, lien claimant, assignee</b> |                         |                                 |  |
|  |   |                         |                                 |  |
|  | <b>Address</b>                                |                         | <b>City</b>                     | <b>Province</b>                        |
|  |   |                         |                                 | <b>Postal Code</b>                     |
|  |   |                         |                                 |  |
| <b>Collateral Classification</b>                             | <b>Consumer Goods</b>                         | <b>Inventory</b>        | <b>Equipment</b>                | <b>Accounts</b>                        |
|  |   |                         |                                 | <b>Other</b>                           |
|  |   |                         |                                 | <b>Motor Vehicle Included</b>          |
|  |   |                         |                                 | <b>Amount</b>                          |
|  |   |                         |                                 | <b>Date of Maturity or</b>             |
|  |   |                         |                                 | <b>No Fixed Maturity Date</b>          |

|                                       |  |             |                 |                    |
|---------------------------------------|--|-------------|-----------------|--------------------|
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b> | <b>Model</b>    | <b>V.I.N.</b>      |
|                                       |  |             |                 |                    |
|                                       |  |             |                 |                    |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>                              |             |                 |                    |
|                                       | DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER 1320E27185 ONE (1) NEW |             |                 |                    |
|                                       | TRANE/DESERT AIRE QS46A5E82929A DEHUMIDIFICATION UNIT - AHUS,      |             |                 |                    |
|                                       | SERIAL NUMBER 1520E27198 ONE (1) NEW TRANE/DESERT AIRE             |             |                 |                    |
| <b>Registering Agent</b>              | <b>Registering Agent or Secured Party/ Lien Claimant</b>           |             |                 |                    |
|                                       |  |             |                 |                    |
|                                       | <b>Address</b>   | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                                       |  |             |                 |                    |

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|  |   |                         |                                 |  |                            |                                   |
|--|---|-------------------------|---------------------------------|--|----------------------------|-----------------------------------|
| <b>Type of Search</b>  | Business Debtor                               |                         |                                 |  |                            |                                   |
| <b>Search Conducted On</b>                                   | THE HYPOINT COMPANY LIMITED                   |                         |                                 |  |                            |                                   |
| <b>File Currency</b>   | 17JUL 2023                                    |                         |                                 |  |                            |                                   |
|  | <b>File Number</b>                            | <b>Family</b>           | <b>of Families</b>              | <b>Page</b>                            | <b>of Pages</b>            |                                   |
|  | 762167673                                     | 1                       | 3                               | 8                                      | 19                         |                                   |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |   |                         |                                 |  |                            |                                   |
|  | <b>Caution Filing</b>                         | <b>Page of</b>          | <b>Total Pages</b>              | <b>Motor Vehicle Schedule Attached</b> | <b>Registration Number</b> | <b>Registered Under</b>           |
|  |   | 005                     | 6                               |  | 20200622 1545 9224 0598    |                                   |
| <b>Record Referenced</b>                                     | <b>File Number</b>                            | <b>Page Amended</b>     | <b>No Specific Page Amended</b> | <b>Change Required</b>                 | <b>Renewal Years</b>       | <b>Correct Period</b>             |
|  | 762167673                                     |                         |                                 |  |                            |                                   |
| <b>Reference Debtor/ Transferor</b>                          | <b>First Given Name</b>                       |                         |                                 | <b>Initial</b>                         | <b>Surname</b>             |                                   |
|  |   |                         |                                 |  |                            |                                   |
|  | <b>Business Debtor Name</b>                   |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
| <b>Other Change</b>  | <b>Other Change</b>                           |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
| <b>Reason / Description</b>                                  | <b>Reason / Description</b>                   |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
| <b>Debtor/ Transferee</b>                                    | <b>Date of Birth</b>                          | <b>First Given Name</b> |                                 |  | <b>Initial</b>             | <b>Surname</b>                    |
|  |   |                         |                                 |  |                            |                                   |
|  | <b>Business Debtor Name</b>                   |                         |                                 |  |                            | <b>Ontario Corporation Number</b> |
|  |   |                         |                                 |  |                            |                                   |
|  | <b>Address</b>                                |                         |                                 | <b>City</b>                            | <b>Province</b>            | <b>Postal Code</b>                |
|  |   |                         |                                 |  |                            |                                   |
| <b>Assignor Name</b>   | <b>Assignor Name</b>                          |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
| <b>Secured Party</b>   | <b>Secured party, lien claimant, assignee</b> |                         |                                 |  |                            |                                   |
|  |   |                         |                                 |  |                            |                                   |
|  | <b>Address</b>                                |                         |                                 | <b>City</b>                            | <b>Province</b>            | <b>Postal Code</b>                |
|  |   |                         |                                 |  |                            |                                   |

| 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                             |           |           |          |       |                        |          |                     |                        |
|                                | QS46A5E82929C DEHUMIDIFICATION UNIT - AHUS, SERIAL NUMBER  |           |           |          |       |                        |          |                     |                        |
|                                | 1620E27223 EIGHT (8) NEW TRANE/DESERT AIRE RC8S022C5H22524 |           |           |          |       |                        |          |                     |                        |
|                                | MODINE MODEL NO. LCS8213-022-5C DEHUMIDIFICATION UNIT -    |           |           |          |       |                        |          |                     |                        |
| Registering Agent              | Registering Agent or Secured Party/ Lien Claimant          |           |           |          |       |                        |          |                     |                        |
|                                |  |           |           |          |       |                        |          |                     |                        |
|                                | Address  |           |           |          |       | City                   | Province | Postal Code         |                        |
|                                |  |           |           |          |       |                        |          |                     |                        |

CONTINUED

| Type of Search  | Business Debtor             |                  |                          |                                 |                         |               |                            |  |  |
|---|-----------------------------|------------------|--------------------------|---------------------------------|-------------------------|---------------|----------------------------|--|--|
| Search Conducted On                                   | THE HYPOINT COMPANY LIMITED |                  |                          |                                 |                         |               |                            |  |  |
| File Currency   | 17JUL 2023                  |                  |                          |                                 |                         |               |                            |  |  |
|   | File Number                 | Family           | of Families              | Page                            | of Pages                |               |                            |  |  |
|   | 762167673                   | 1                | 3                        | 9                               | 19                      |               |                            |  |  |
| FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT |                             |                  |                          |                                 |                         |               |                            |  |  |
|   | Caution Filing              | Page of          | Total Pages              | Motor Vehicle Schedule Attached | Registration Number     |               | Registered Under           |  |  |
|   |                             | 006              | 6                        |                                 | 20200622 1545 9224 0598 |               |                            |  |  |
| Record Referenced                                     | File Number                 | Page Amended     | No Specific Page Amended | Change Required                 |                         | Renewal Years | Correct Period             |  |  |
|   | 762167673                   |                  |                          |                                 |                         |               |                            |  |  |
| Reference Debtor/ Transferor                          | First Given Name            |                  |                          | Initial                         | Surname                 |               |                            |  |  |
|   |                             |                  |                          |                                 |                         |               |                            |  |  |
|   | Business Debtor Name        |                  |                          |                                 |                         |               |                            |  |  |
|   |                             |                  |                          |                                 |                         |               |                            |  |  |
| 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               |                  |                          |                                 |                         |               |                            |  |  |
|   |                             |                  |                          |                                 |                         |               |                            |  |  |

|                                       |  |                  |                  |                 |              |                               |                    |                            |                               |
|---------------------------------------|--|------------------|------------------|-----------------|--------------|-------------------------------|--------------------|----------------------------|-------------------------------|
| <b>Secured Party</b>                  | <b>Secured party, lien claimant, assignee</b>  |                  |                  |                 |              |                               |                    |                            |                               |
|                                       | <b>Address</b>   |                  |                  | <b>City</b>     |              | <b>Province</b>               | <b>Postal Code</b> |                            |                               |
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>  | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b>      | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b>      |                  |                 | <b>Model</b> |                               | <b>V.I.N.</b>      |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>  |                  |                  |                 |              |                               |                    |                            |                               |
|                                       | CONDENSERS, SERIAL NUMBERS C2040000044, C2040000045, C2040000046, C2040000052, C2040000053, C2040000054, C2040000056, C204000005 7 |                  |                  |                 |              |                               |                    |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent or Secured Party/ Lien Claimant</b>   |                  |                  |                 |              |                               |                    |                            |                               |
|                                       | <b>Address</b>   |                  |                  | <b>City</b>     |              | <b>Province</b>               | <b>Postal Code</b> |                            |                               |

CONTINUED

|  |                             |                         |                                 |  |                            |                      |                                   |  |  |
|--|-----------------------------|-------------------------|---------------------------------|--|----------------------------|----------------------|-----------------------------------|--|--|
| <b>Type of Search</b>  | Business Debtor             |                         |                                 |  |                            |                      |                                   |  |  |
| <b>Search Conducted On</b>                                   | THE HYPOINT COMPANY LIMITED |                         |                                 |  |                            |                      |                                   |  |  |
| <b>File Currency</b>   | 17JUL 2023                  |                         |                                 |  |                            |                      |                                   |  |  |
|  | <b>File Number</b>          | <b>Family</b>           | <b>of Families</b>              | <b>Page</b>                            | <b>of Pages</b>            |                      |                                   |  |  |
|  | 762167673                   | 1                       | 3                               | 10                                     | 19                         |                      |                                   |  |  |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |                             |                         |                                 |  |                            |                      |                                   |  |  |
|  | <b>Caution Filing</b>       | <b>Page of</b>          | <b>Total Pages</b>              | <b>Motor Vehicle Schedule Attached</b> | <b>Registration Number</b> |                      | <b>Registered Under</b>           |  |  |
|  |                             | 001                     | 2                               |  | 20200624 1137 9224 0600    |                      |                                   |  |  |
| <b>Record Referenced</b>                                     | <b>File Number</b>          | <b>Page Amended</b>     | <b>No Specific Page Amended</b> | <b>Change Required</b>                 |                            | <b>Renewal Years</b> | <b>Correct Period</b>             |  |  |
|  | 762167673                   |                         |                                 | A AMNDMNT                              |                            |                      |                                   |  |  |
| <b>Reference Debtor/ Transferor</b>                          | <b>First Given Name</b>     |                         |                                 | <b>Initial</b>                         | <b>Surname</b>             |                      |                                   |  |  |
|  |                             |                         |                                 |  |                            |                      |                                   |  |  |
|  | <b>Business Debtor Name</b> |                         |                                 |  |                            |                      |                                   |  |  |
|  | THE HYPOINT COMPANY LIMITED |                         |                                 |  |                            |                      |                                   |  |  |
| <b>Other Change</b>  | <b>Other Change</b>         |                         |                                 |  |                            |                      |                                   |  |  |
|  |                             |                         |                                 |  |                            |                      |                                   |  |  |
| <b>Reason / Description</b>                                  | <b>Reason / Description</b> |                         |                                 |  |                            |                      |                                   |  |  |
|  | TO ADD ADDITIONAL DEBTORS   |                         |                                 |  |                            |                      |                                   |  |  |
|  |                             |                         |                                 |  |                            |                      |                                   |  |  |
| <b>Debtor/ Transferee</b>                                    | <b>Date of Birth</b>        | <b>First Given Name</b> |                                 |  | <b>Initial</b>             | <b>Surname</b>       |                                   |  |  |
|  |                             |                         |                                 |  |                            |                      |                                   |  |  |
|  | <b>Business Debtor Name</b> |                         |                                 |  |                            |                      | <b>Ontario Corporation Number</b> |  |  |
|  | 2618905 ONTARIO LIMITED     |                         |                                 |  |                            |                      |                                   |  |  |

|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
|---------------------------------------|--|------------------|------------------|--------------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| <b>Address</b>                        |  | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
| 100 - 25 MORROW AVENUE                |  | TORONTO          | ON               | M6R 2H9            |              |                               |               |                            |                               |
| <b>Assignor Name</b>                  | <b>Assignor Name</b>                                     |                  |                  |                    |              |                               |               |                            |                               |
| <b>Secured Party</b>                  | <b>Secured party, lien claimant, assignee</b>            |                  |                  |                    |              |                               |               |                            |                               |
| <b>Address</b>                        |  | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>                                    | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b>    | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b>      |                  | <b>Model</b>       |              | <b>V.I.N.</b>                 |               |                            |                               |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>                    |                  |                  |                    |              |                               |               |                            |                               |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent or Secured Party/ Lien Claimant</b> |                  |                  |                    |              |                               |               |                            |                               |
|                                       | CANADIAN EQUIPMENT FINANCE & LEASING INC.                |                  |                  |                    |              |                               |               |                            |                               |
| <b>Address</b>                        |  | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
| 250 WOOLWICH ST S, UNIT 5             |  | BRESLAU          | ON               | N0B 1M0            |              |                               |               |                            |                               |

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|  |                             |                     |                                 |  |                            |  |                      |                         |  |
|--|-----------------------------|---------------------|---------------------------------|--|----------------------------|--|----------------------|-------------------------|--|
| <b>Type of Search</b>  | Business Debtor             |                     |                                 |  |                            |  |                      |                         |  |
| <b>Search Conducted On</b>                                   | THE HYPOINT COMPANY LIMITED |                     |                                 |  |                            |  |                      |                         |  |
| <b>File Currency</b>   | 17JUL 2023                  |                     |                                 |  |                            |  |                      |                         |  |
|  | <b>File Number</b>          | <b>Family</b>       | <b>of Families</b>              | <b>Page</b>                            | <b>of Pages</b>            |  |                      |                         |  |
|  | 762167673                   | 1                   | 3                               | 11                                     | 19                         |  |                      |                         |  |
| <b>FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT</b> |                             |                     |                                 |  |                            |  |                      |                         |  |
|  | <b>Caution Filing</b>       | <b>Page of</b>      | <b>Total Pages</b>              | <b>Motor Vehicle Schedule Attached</b> | <b>Registration Number</b> |  |                      | <b>Registered Under</b> |  |
|  |                             | 002                 | 2                               |  | 20200624 1137 9224 0600    |  |                      |                         |  |
| <b>Record Referenced</b>                                     | <b>File Number</b>          | <b>Page Amended</b> | <b>No Specific Page Amended</b> | <b>Change Required</b>                 |                            |  | <b>Renewal Years</b> | <b>Correct Period</b>   |  |
|  | 762167673                   |                     |                                 |  |                            |  |                      |                         |  |
| <b>Reference Debtor/ Transferor</b>                          | <b>First Given Name</b>     |                     |                                 | <b>Initial</b>                         | <b>Surname</b>             |  |                      |                         |  |
|  |                             |                     |                                 |  |                            |  |                      |                         |  |
|  | <b>Business Debtor Name</b> |                     |                                 |  |                            |  |                      |                         |  |
|  |                             |                     |                                 |  |                            |  |                      |                         |  |
| <b>Other Change</b>  | <b>Other Change</b>         |                     |                                 |  |                            |  |                      |                         |  |
|  |                             |                     |                                 |  |                            |  |                      |                         |  |
| <b>Reason / Description</b>                                  | <b>Reason / Description</b> |                     |                                 |  |                            |  |                      |                         |  |
|  |                             |                     |                                 |  |                            |  |                      |                         |  |
|  |                             |                     |                                 |  |                            |  |                      |                         |  |

|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
|---------------------------------------|--|-------------------------|------------------|-----------------|-----------------|-----------------------------------|---------------|----------------------------|-------------------------------|
| <b>Debtor/ Transferee</b>             | <b>Date of Birth</b>                                     | <b>First Given Name</b> |                  |                 | <b>Initial</b>  | <b>Surname</b>                    |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       | <b>Business Debtor Name</b>                              |                         |                  |                 |                 | <b>Ontario Corporation Number</b> |               |                            |                               |
|                                       | 2618909 ONTARIO LIMITED                                  |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       | <b>Address</b>   |                         |                  | <b>City</b>     | <b>Province</b> | <b>Postal Code</b>                |               |                            |                               |
|                                       | 100 - 25 MORROW AVENUE                                   |                         |                  | TORONTO         | ON              | M6R 2H9                           |               |                            |                               |
| <b>Assignor Name</b>                  | <b>Assignor Name</b>                                     |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
| <b>Secured Party</b>                  | <b>Secured party, lien claimant, assignee</b>            |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       | <b>Address</b>   |                         |                  | <b>City</b>     | <b>Province</b> | <b>Postal Code</b>                |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>                                    | <b>Inventory</b>        | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b>    | <b>Motor Vehicle Included</b>     | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b>             |                  |                 | <b>Model</b>    |                                   |               | <b>V.I.N.</b>              |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>                    |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent or Secured Party/ Lien Claimant</b> |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |
|                                       | <b>Address</b>   |                         |                  | <b>City</b>     | <b>Province</b> | <b>Postal Code</b>                |               |                            |                               |
|                                       |  |                         |                  |                 |                 |                                   |               |                            |                               |

END OF FAMILY

|   |                             |                         |                    |                               |                            |                                   |                            |  |  |
|---|-----------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|--|--|
| <b>Type of Search</b>                               | Business Debtor             |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED |                         |                    |                               |                            |                                   |                            |  |  |
| <b>File Currency</b>                                | 17JUL 2023                  |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>File Number</b>          | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |  |  |
|   | 766139364                   | 2                       | 3                  | 12                            | 19                         | 25SEP 2023                        |                            |  |  |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |                             |                         |                    |                               |                            |                                   |                            |  |  |
| <b>File Number</b>                                  | <b>Caution Filing</b>       | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |  |  |
| 766139364   |                             | 01                      | 006                |                               | 20200925 1402 1462 0909    | P PPSA                            | 3                          |  |  |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>        | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |  |  |
|   |                             |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b> |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |  |  |
|   | THE HYPOINT COMPANY LIMITED |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>Address</b>              |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |  |  |
|   | 59 ROY BOULEVARD            |                         |                    | BRANTFORD                     | ON                         | N3R7K1                            |                            |  |  |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>        | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |  |  |
|   |                             |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b> |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |  |  |
|   |                             |                         |                    |                               |                            |                                   |                            |  |  |



|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
|---------------------------------------|--|------------------|------------------|--------------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
|                                       | <b>Address</b>   | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>Secured Party</b>                  | <b>Secured Party / Lien Claimant</b>   |                  |                  |                    |              |                               |               |                            |                               |
|                                       | ADD CAPITAL CORP.  |                  |                  |                    |              |                               |               |                            |                               |
|                                       | <b>Address</b>   | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
|                                       | 500 COCHRANE DRIVE, UNIT 2   | MARKHAM          | ON               | L3R8E2             |              |                               |               |                            |                               |
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>  | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b>    | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                       |  |                  | X                |                    | X            |                               |               |                            | X                             |
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b>      | <b>Model</b>     | <b>V.I.N.</b>      |              |                               |               |                            |                               |
|                                       |  |                  |                  |                    |              |                               |               |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>  |                  |                  |                    |              |                               |               |                            |                               |
|                                       | THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, |                  |                  |                    |              |                               |               |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent</b>   |                  |                  |                    |              |                               |               |                            |                               |
|                                       | ADD CAPITAL CORP.  |                  |                  |                    |              |                               |               |                            |                               |
|                                       | <b>Address</b>   | <b>City</b>      | <b>Province</b>  | <b>Postal Code</b> |              |                               |               |                            |                               |
|                                       | 500 COCHRANE DRIVE, UNIT 2   | MARKHAM          | ON               | L3R8E2             |              |                               |               |                            |                               |

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|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
|---|--------------------------------------|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|--|--|
| <b>Type of Search</b>                               | Business Debtor                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED          |                         |                    |                               |                            |                                   |                            |  |  |
| <b>File Currency</b>                                | 17JUL 2023                           |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>File Number</b>                   | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |  |  |
|   | 766139364                            | 2                       | 3                  | 13                            | 19                         | 25SEP 2023                        |                            |  |  |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |                                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>File Number</b>                                  | <b>Caution Filing</b>                | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |  |  |
| 766139364   |                                      | 02                      | 006                |                               | 20200925 1402 1462 0909    | P PPSA                            | 3                          |  |  |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>                 | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>          |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>Address</b>                       |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>                 | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>          |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>Address</b>                       |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b> |                         |                    |                               |                            |                                   |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |
|   | <b>Address</b>                       | <b>City</b>             | <b>Province</b>    | <b>Postal Code</b>            |                            |                                   |                            |  |  |
|   |                                      |                         |                    |                               |                            |                                   |                            |  |  |

|                                       |   |                  |                  |                 |              |                               |                 |                            |                               |
|---------------------------------------|---|------------------|------------------|-----------------|--------------|-------------------------------|-----------------|----------------------------|-------------------------------|
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>   | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b>   | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                       |   |                  |                  |                 |              |                               |                 |                            |                               |
| <b>Motor Vehicle Description</b>      | <b>Year</b>   | <b>Make</b>      |                  |                 | <b>Model</b> |                               | <b>V.I.N.</b>   |                            |                               |
|                                       |   |                  |                  |                 |              |                               |                 |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>   |                  |                  |                 |              |                               |                 |                            |                               |
|                                       | SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFORE, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS |                  |                  |                 |              |                               |                 |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent</b>  |                  |                  |                 |              |                               |                 |                            |                               |
|                                       | ADD CAPITAL CORP.   |                  |                  |                 |              |                               |                 |                            |                               |
|                                       | <b>Address</b>  |                  |                  |                 |              | <b>City</b>                   | <b>Province</b> | <b>Postal Code</b>         |                               |
|                                       | 500 COCHRANE DRIVE, UNIT 2  |                  |                  |                 |              | MARKHAM                       | ON              | L3R8E2                     |                               |

CONTINUED

|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
|---|--------------------------------------|------------------|-------------------------|-------------------------------|----------------------------|-------------------------------|-----------------------------------|----------------------------|-------------------------------|
| <b>Type of Search</b>                               | Business Debtor                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED          |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>File Currency</b>                                | 17JUL 2023                           |                  |                         |                               |                            |                               |                                   |                            |                               |
|   | <b>File Number</b>                   | <b>Family</b>    | <b>of Families</b>      | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>            | <b>Status</b>                     |                            |                               |
|   | 766139364                            | 2                | 3                       | 14                            | 19                         | 25SEP 2023                    |                                   |                            |                               |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>File Number</b>                                  | <b>Caution Filing</b>                | <b>Page of</b>   | <b>Total Pages</b>      | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>       | <b>Registration Period</b>        |                            |                               |
| 766139364   |                                      | 03               | 006                     |                               | 20200925 1402 1462 0909    | P PPSA                        | 3                                 |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>                 |                  | <b>First Given Name</b> |                               |                            | <b>Initial</b>                | <b>Surname</b>                    |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>          |                  |                         |                               |                            |                               | <b>Ontario Corporation Number</b> |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
|   | <b>Address</b>                       |                  |                         |                               | <b>City</b>                | <b>Province</b>               | <b>Postal Code</b>                |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>                 |                  | <b>First Given Name</b> |                               |                            | <b>Initial</b>                | <b>Surname</b>                    |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>          |                  |                         |                               |                            |                               | <b>Ontario Corporation Number</b> |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
|   | <b>Address</b>                       |                  |                         |                               | <b>City</b>                | <b>Province</b>               | <b>Postal Code</b>                |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b> |                  |                         |                               |                            |                               |                                   |                            |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
|   | <b>Address</b>                       |                  |                         |                               |                            | <b>City</b>                   | <b>Province</b>                   | <b>Postal Code</b>         |                               |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |
| <b>Collateral Classification</b>                    | <b>Consumer Goods</b>                | <b>Inventory</b> | <b>Equipment</b>        | <b>Accounts</b>               | <b>Other</b>               | <b>Motor Vehicle Included</b> | <b>Amount</b>                     | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|   |                                      |                  |                         |                               |                            |                               |                                   |                            |                               |

|                                       |  |             |                 |                    |
|---------------------------------------|--|-------------|-----------------|--------------------|
| <b>Motor Vehicle Description</b>      | <b>Year</b>  | <b>Make</b> | <b>Model</b>    | <b>V.I.N.</b>      |
|                                       |  |             |                 |                    |
| <b>General Collateral Description</b> | <b>General Collateral Description</b>                              |             |                 |                    |
|                                       | RELATING THERETO.  |             |                 |                    |
|                                       | PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL |             |                 |                    |
| <b>Registering Agent</b>              | <b>Registering Agent</b>   |             |                 |                    |
|                                       | ADD CAPITAL CORP.  |             |                 |                    |
|                                       | <b>Address</b>   | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                                       | 500 COCHRANE DRIVE, UNIT 2   | MARKHAM     | ON              | L3R8E2             |

CONTINUED

|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|---|---|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| <b>Type of Search</b>                               | Business Debtor   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Currency</b>                                | 17JUL 2023  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>File Number</b>  | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |                            |                               |
|   | 766139364   | 2                       | 3                  | 15                            | 19                         | 25SEP 2023                        |                            |                            |                               |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Number</b>                                  | <b>Caution Filing</b>   | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |                            |                               |
| 766139364   |   | 04                      | 006                |                               | 20200925 1402 1462 0909    | P PPSA                            | 3                          |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b>                                |                         |                    |                               |                            |                                   |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    | <b>City</b>                   | <b>Province</b>            | <b>Postal Code</b>                |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Collateral Classification</b>                    | <b>Consumer Goods</b>   | <b>Inventory</b>        | <b>Equipment</b>   | <b>Accounts</b>               | <b>Other</b>               | <b>Motor Vehicle Included</b>     | <b>Amount</b>              | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Motor Vehicle Description</b>                    | <b>Year</b>   | <b>Make</b>             | <b>Model</b>       | <b>V.I.N.</b>                 |                            |                                   |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>General Collateral Description</b>               | <b>General Collateral Description</b>                               |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING |                         |                    |                               |                            |                                   |                            |                            |                               |

OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR

|                          |                            |             |                 |                    |
|--------------------------|----------------------------|-------------|-----------------|--------------------|
| <b>Registering Agent</b> | <b>Registering Agent</b>   |             |                 |                    |
|                          | ADD CAPITAL CORP.          |             |                 |                    |
|                          | <b>Address</b>             | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                          | 500 COCHRANE DRIVE, UNIT 2 | MARKHAM     | ON              | L3R8E2             |

CONTINUED

|                            |                             |               |                    |             |                 |                    |               |
|----------------------------|-----------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| <b>Type of Search</b>      | Business Debtor             |               |                    |             |                 |                    |               |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |               |                    |             |                 |                    |               |
| <b>File Currency</b>       | 17JUL 2023                  |               |                    |             |                 |                    |               |
|                            | <b>File Number</b>          | <b>Family</b> | <b>of Families</b> | <b>Page</b> | <b>of Pages</b> | <b>Expiry Date</b> | <b>Status</b> |
|                            | 766139364                   | 2             | 3                  | 16          | 19              | 25SEP 2023         |               |

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

|                    |                       |                |                    |                               |                            |                         |                            |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| <b>File Number</b> | <b>Caution Filing</b> | <b>Page of</b> | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b> | <b>Registration Period</b> |
| 766139364          |                       | 05             | 006                |                               | 20200925 1402 1462 0909    | P PPSA                  | 3                          |

|                          |                      |                         |                |                |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b> | <b>First Given Name</b> | <b>Initial</b> | <b>Surname</b> |
|                          |                      |                         |                |                |

|                        |                             |                                   |                 |                    |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| <b>Business Debtor</b> | <b>Business Debtor Name</b> | <b>Ontario Corporation Number</b> |                 |                    |
|                        |                             |                                   |                 |                    |
|                        | <b>Address</b>              | <b>City</b>                       | <b>Province</b> | <b>Postal Code</b> |
|                        |                             |                                   |                 |                    |

|                          |                      |                         |                |                |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b> | <b>First Given Name</b> | <b>Initial</b> | <b>Surname</b> |
|                          |                      |                         |                |                |

|                        |                             |                                   |                 |                    |
|------------------------|-----------------------------|-----------------------------------|-----------------|--------------------|
| <b>Business Debtor</b> | <b>Business Debtor Name</b> | <b>Ontario Corporation Number</b> |                 |                    |
|                        |                             |                                   |                 |                    |
|                        | <b>Address</b>              | <b>City</b>                       | <b>Province</b> | <b>Postal Code</b> |
|                        |                             |                                   |                 |                    |

|                      |                                      |             |                 |                    |
|----------------------|--------------------------------------|-------------|-----------------|--------------------|
| <b>Secured Party</b> | <b>Secured Party / Lien Claimant</b> |             |                 |                    |
|                      |                                      |             |                 |                    |
|                      | <b>Address</b>                       | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                      |                                      |             |                 |                    |

|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| <b>Collateral Classification</b> | <b>Consumer Goods</b> | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |

|                                  |             |             |              |               |
|----------------------------------|-------------|-------------|--------------|---------------|
| <b>Motor Vehicle Description</b> | <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>V.I.N.</b> |
|                                  |             |             |              |               |

|                                       |   |
|---------------------------------------|---|
| <b>General Collateral Description</b> | <b>General Collateral Description</b>   |
|                                       | COMPENSATION FOR LOSS OR DAMAGE THERETO, ACCOUNTS, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE ABOVE-DESCRIBED COLLATERAL, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, |

|                          |                          |             |                 |                    |
|--------------------------|--------------------------|-------------|-----------------|--------------------|
| <b>Registering Agent</b> | <b>Registering Agent</b> |             |                 |                    |
|                          | ADD CAPITAL CORP.        |             |                 |                    |
|                          | <b>Address</b>           | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                          |                          |             |                 |                    |

|                            |         |    |        |
|----------------------------|---------|----|--------|
| 500 COCHRANE DRIVE, UNIT 2 | MARKHAM | ON | L3R8E2 |
|----------------------------|---------|----|--------|

CONTINUED

|                            |                             |               |                    |             |                 |                    |               |
|----------------------------|-----------------------------|---------------|--------------------|-------------|-----------------|--------------------|---------------|
| <b>Type of Search</b>      | Business Debtor             |               |                    |             |                 |                    |               |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |               |                    |             |                 |                    |               |
| <b>File Currency</b>       | 17JUL 2023                  |               |                    |             |                 |                    |               |
|                            | <b>File Number</b>          | <b>Family</b> | <b>of Families</b> | <b>Page</b> | <b>of Pages</b> | <b>Expiry Date</b> | <b>Status</b> |
|                            | 766139364                   | 2             | 3                  | 17          | 19              | 25SEP 2023         |               |

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

|                    |                       |                |                    |                               |                            |                         |                            |
|--------------------|-----------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|
| <b>File Number</b> | <b>Caution Filing</b> | <b>Page of</b> | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b> | <b>Registration Period</b> |
| 766139364          |                       | 06             | 006                |                               | 20200925 1402 1462 0909    | P PPSA                  | 3                          |

|                          |                      |                         |                |                |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b> | <b>First Given Name</b> | <b>Initial</b> | <b>Surname</b> |
|                          |                      |                         |                |                |

|                        |                             |                                   |
|------------------------|-----------------------------|-----------------------------------|
| <b>Business Debtor</b> | <b>Business Debtor Name</b> | <b>Ontario Corporation Number</b> |
|                        |                             |                                   |

|                |             |                 |                    |
|----------------|-------------|-----------------|--------------------|
| <b>Address</b> | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                |             |                 |                    |

|                          |                      |                         |                |                |
|--------------------------|----------------------|-------------------------|----------------|----------------|
| <b>Individual Debtor</b> | <b>Date of Birth</b> | <b>First Given Name</b> | <b>Initial</b> | <b>Surname</b> |
|                          |                      |                         |                |                |

|                        |                             |                                   |
|------------------------|-----------------------------|-----------------------------------|
| <b>Business Debtor</b> | <b>Business Debtor Name</b> | <b>Ontario Corporation Number</b> |
|                        |                             |                                   |

|                |             |                 |                    |
|----------------|-------------|-----------------|--------------------|
| <b>Address</b> | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                |             |                 |                    |

|                      |                                      |
|----------------------|--------------------------------------|
| <b>Secured Party</b> | <b>Secured Party / Lien Claimant</b> |
|                      |                                      |

|                |             |                 |                    |
|----------------|-------------|-----------------|--------------------|
| <b>Address</b> | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|                |             |                 |                    |

|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |
|----------------------------------|-----------------------|------------------|------------------|-----------------|--------------|-------------------------------|---------------|----------------------------|-------------------------------|
| <b>Collateral Classification</b> | <b>Consumer Goods</b> | <b>Inventory</b> | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b> | <b>Motor Vehicle Included</b> | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|                                  |                       |                  |                  |                 |              |                               |               |                            |                               |

|                                  |             |             |              |               |
|----------------------------------|-------------|-------------|--------------|---------------|
| <b>Motor Vehicle Description</b> | <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>V.I.N.</b> |
|                                  |             |             |              |               |

|                                       |  |
|---------------------------------------|--|
| <b>General Collateral Description</b> | <b>General Collateral Description</b>                              |
|                                       | INSTRUMENTS, MONEY, CHEQUES, DEPOSITS, SECURITIES AND INTANGIBLES. |
|                                       | AND PROCEEDS THEREOF   |

|                          |                          |
|--------------------------|--------------------------|
| <b>Registering Agent</b> | <b>Registering Agent</b> |
|                          | ADD CAPITAL CORP.        |

|                            |             |                 |                    |
|----------------------------|-------------|-----------------|--------------------|
| <b>Address</b>             | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
| 500 COCHRANE DRIVE, UNIT 2 | MARKHAM     | ON              | L3R8E2             |

END OF FAMILY

|                            |                             |  |  |  |  |  |  |
|----------------------------|-----------------------------|--|--|--|--|--|--|
| <b>Type of Search</b>      | Business Debtor             |  |  |  |  |  |  |
| <b>Search Conducted On</b> | THE HYPOINT COMPANY LIMITED |  |  |  |  |  |  |

|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|---|---|-------------------------|--------------------|-------------------------------|----------------------------|-----------------------------------|----------------------------|----------------------------|-------------------------------|
| <b>File Currency</b>                                | 17JUL 2023  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>File Number</b>  | <b>Family</b>           | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>                | <b>Status</b>              |                            |                               |
|   | 779686182   | 3                       | 3                  | 18                            | 19                         | 14JAN 2027                        |                            |                            |                               |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>File Number</b>                                  | <b>Caution Filing</b>   | <b>Page of</b>          | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b>           | <b>Registration Period</b> |                            |                               |
| 779686182   |   | 001                     | 2                  |                               | 20220114 1737 1590<br>3606 | P PPSA                            | 5                          |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   | THE HYPOINT COMPANY LIMITED   |                         |                    |                               |                            | 002618890                         |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 25 MORROW AVENUE, SUITE 100   |                         |                    |                               | TORONTO                    | ON                                | M6R 2H9                    |                            |                               |
| <b>Individual Debtor</b>                            | <b>Date of Birth</b>  | <b>First Given Name</b> |                    |                               | <b>Initial</b>             | <b>Surname</b>                    |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Business Debtor</b>                              | <b>Business Debtor Name</b>   |                         |                    |                               |                            | <b>Ontario Corporation Number</b> |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Secured Party</b>                                | <b>Secured Party / Lien Claimant</b>  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | THOMAS BOCK   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 287 MACDONALD AVENUE  |                         |                    |                               | OAKVILLE                   | ON                                | L6J 2A6                    |                            |                               |
| <b>Collateral Classification</b>                    | <b>Consumer Goods</b>   | <b>Inventory</b>        | <b>Equipment</b>   | <b>Accounts</b>               | <b>Other</b>               | <b>Motor Vehicle Included</b>     | <b>Amount</b>              | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
|   |   | X                       | X                  | X                             | X                          |                                   |                            |                            | X                             |
| <b>Motor Vehicle Description</b>                    | <b>Year</b>   | <b>Make</b>             |                    |                               | <b>Model</b>               | <b>V.I.N.</b>                     |                            |                            |                               |
|   |   |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>General Collateral Description</b>               | <b>General Collateral Description</b>   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | ALL COLLATERAL (AS DEFINED IN A LIMITED SECURITY & INTER-CREDITOR AGREEMENT BETWEEN THE DEBTOR AND EACH SECURED PARTY, AS SUCH AGREEMENT MAY BE AMENDED OR MODIFIED FROM TIME TO TIME) NOW OWNED OR |                         |                    |                               |                            |                                   |                            |                            |                               |
| <b>Registering Agent</b>                            | <b>Registering Agent</b>  |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | GRAEME R. ODDY, BARRISTER & SOLICITOR   |                         |                    |                               |                            |                                   |                            |                            |                               |
|   | <b>Address</b>  |                         |                    |                               | <b>City</b>                | <b>Province</b>                   | <b>Postal Code</b>         |                            |                               |
|   | 104-25 BEDFORD ROAD   |                         |                    |                               | TORONTO                    | ON                                | M5R 2K1                    |                            |                               |

CONTINUED

|   |                             |                |                    |                               |                            |                         |                            |  |  |
|---|-----------------------------|----------------|--------------------|-------------------------------|----------------------------|-------------------------|----------------------------|--|--|
| <b>Type of Search</b>                               | Business Debtor             |                |                    |                               |                            |                         |                            |  |  |
| <b>Search Conducted On</b>                          | THE HYPOINT COMPANY LIMITED |                |                    |                               |                            |                         |                            |  |  |
| <b>File Currency</b>                                | 17JUL 2023                  |                |                    |                               |                            |                         |                            |  |  |
|   | <b>File Number</b>          | <b>Family</b>  | <b>of Families</b> | <b>Page</b>                   | <b>of Pages</b>            | <b>Expiry Date</b>      | <b>Status</b>              |  |  |
|   | 779686182                   | 3              | 3                  | 19                            | 19                         | 14JAN 2027              |                            |  |  |
| <b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b> |                             |                |                    |                               |                            |                         |                            |  |  |
| <b>File Number</b>                                  | <b>Caution Filing</b>       | <b>Page of</b> | <b>Total Pages</b> | <b>Motor Vehicle Schedule</b> | <b>Registration Number</b> | <b>Registered Under</b> | <b>Registration Period</b> |  |  |
|   |                             |                |                    |                               |                            |                         |                            |  |  |

|                                       |                                       |                         |                  |                 |                            |                                   |               |                            |                               |
|---------------------------------------|---------------------------------------|-------------------------|------------------|-----------------|----------------------------|-----------------------------------|---------------|----------------------------|-------------------------------|
| 779686182                             |                                       | 002                     | 2                |                 | 20220114 1737 1590<br>3606 |                                   |               |                            |                               |
| <b>Individual Debtor</b>              | <b>Date of Birth</b>                  | <b>First Given Name</b> |                  |                 | <b>Initial</b>             | <b>Surname</b>                    |               |                            |                               |
| <b>Business Debtor</b>                | <b>Business Debtor Name</b>           |                         |                  |                 |                            | <b>Ontario Corporation Number</b> |               |                            |                               |
|                                       | <b>Address</b>                        |                         |                  | <b>City</b>     | <b>Province</b>            | <b>Postal Code</b>                |               |                            |                               |
| <b>Individual Debtor</b>              | <b>Date of Birth</b>                  | <b>First Given Name</b> |                  |                 | <b>Initial</b>             | <b>Surname</b>                    |               |                            |                               |
| <b>Business Debtor</b>                | <b>Business Debtor Name</b>           |                         |                  |                 |                            | <b>Ontario Corporation Number</b> |               |                            |                               |
|                                       | <b>Address</b>                        |                         |                  | <b>City</b>     | <b>Province</b>            | <b>Postal Code</b>                |               |                            |                               |
| <b>Secured Party</b>                  | <b>Secured Party / Lien Claimant</b>  |                         |                  |                 |                            |                                   |               |                            |                               |
|                                       | <b>Address</b>                        |                         |                  | <b>City</b>     | <b>Province</b>            | <b>Postal Code</b>                |               |                            |                               |
| <b>Collateral Classification</b>      | <b>Consumer Goods</b>                 | <b>Inventory</b>        | <b>Equipment</b> | <b>Accounts</b> | <b>Other</b>               | <b>Motor Vehicle Included</b>     | <b>Amount</b> | <b>Date of Maturity or</b> | <b>No Fixed Maturity Date</b> |
| <b>Motor Vehicle Description</b>      | <b>Year</b>                           | <b>Make</b>             |                  |                 | <b>Model</b>               | <b>V.I.N.</b>                     |               |                            |                               |
| <b>General Collateral Description</b> | <b>General Collateral Description</b> |                         |                  |                 |                            |                                   |               |                            |                               |
|                                       | HEREAFTER ACQUIRED.                   |                         |                  |                 |                            |                                   |               |                            |                               |
| <b>Registering Agent</b>              | <b>Registering Agent</b>              |                         |                  |                 |                            |                                   |               |                            |                               |
|                                       | <b>Address</b>                        |                         |                  | <b>City</b>     | <b>Province</b>            | <b>Postal Code</b>                |               |                            |                               |

LAST PAGE

**Note: All pages have been returned.**[BACK TO TOP](#)

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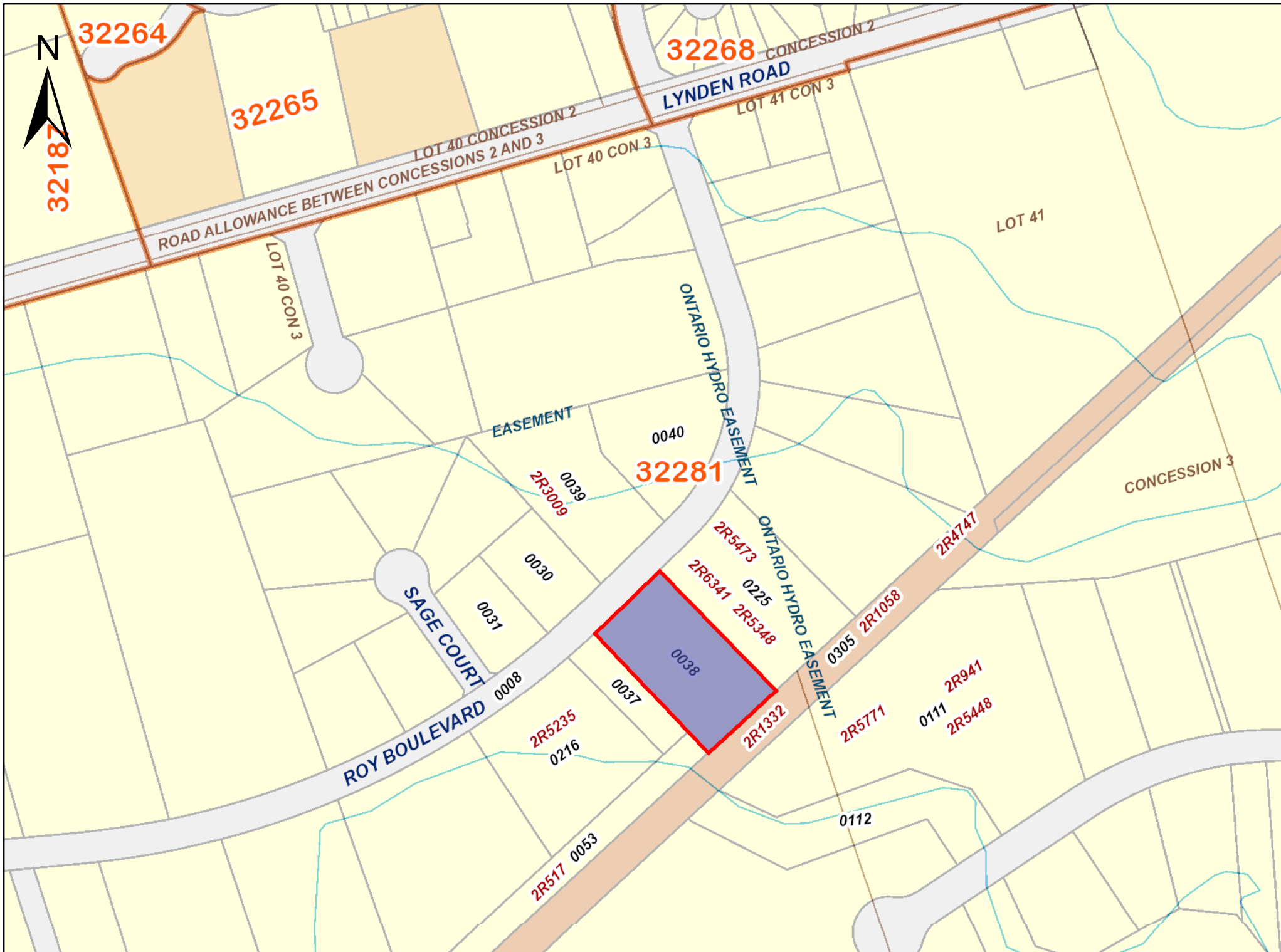
# “APPENDIX I”



**Canadian Equipment Finance & Leasing Inc.**  
**The Hypoint Company Limited**  
**As of August 9, 2023**

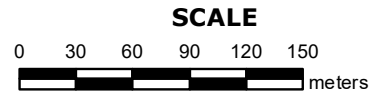
|                           |                |          | <b>Days<br/>Outstanding</b> |                   |
|---------------------------|----------------|----------|-----------------------------|-------------------|
| Balance of Payments       |                |          |                             | 669,406.50        |
| Penalty interest          |                | 19.56%   |                             |                   |
| PAP                       | 47,814.75      | 1-Oct-21 | 677                         | 17,347.09         |
| PAP                       | 47,814.75      | 1-Jan-22 | 585                         | 14,989.73         |
| PAP                       | 47,814.75      | 1-Apr-22 | 495                         | 12,683.62         |
| PAP                       | 47,814.75      | 1-Jul-22 | 404                         | 10,351.88         |
| PAP                       | 47,814.75      | 1-Oct-22 | 312                         | 7,994.52          |
| PAP                       | 47,814.75      | 1-Jan-23 | 220                         | 5,637.16          |
| PAP                       | 47,814.75      | 1-Apr-23 | 130                         | 3,331.05          |
| PAP                       | 47,814.75      | 1-Jul-23 | 39                          | 999.32            |
| NSF Fees                  | 8.00           |          |                             | 600.00            |
| Legal Fees and Other Fees |                |          |                             |                   |
| Gelman                    |                |          |                             | 27,226.23         |
| GSNH                      | Invoice 190535 |          |                             | 46,679.60         |
| GSNH                      | Invoice 192596 |          |                             | 28,789.30         |
| GSNH                      | Invoice 193675 |          |                             | 2,144.18          |
| GSNH                      | Invoice 193871 |          |                             | 129.95            |
| Reconstruct               | Invoice 495258 |          |                             | 537.88            |
| Total Due                 |                |          |                             | <u>848,848.00</u> |

# “APPENDIX J”



# ServiceOntario

PRINTED ON 18 NOV, 2022 AT 14:42:23  
FOR KAREN001



## PROPERTY INDEX MAP

BRANT(No. 02)

**LEGEND**

|                                  |       |
|----------------------------------|-------|
| FREEHOLD PROPERTY                |       |
| LEASEHOLD PROPERTY               |       |
| LIMITED INTEREST PROPERTY        |       |
| CONDOMINIUM PROPERTY             |       |
| RETIRED PIN (MAP UPDATE PENDING) |       |
| PROPERTY NUMBER                  | 0449  |
| BLOCK NUMBER                     | 08050 |
| GEOGRAPHIC FABRIC                |       |
| EASEMENT                         |       |

**THIS IS NOT A PLAN OF SURVEY**

**NOTES**

**REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS**

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



LAND  
REGISTRY  
OFFICE #2

32281-0038 (LT)

PAGE 1 OF 4  
PREPARED FOR Karen001  
ON 2022/11/18 AT 14:40:18

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

PROPERTY DESCRIPTION: LT 39 PL 1455 BRANTFORD CITY

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2002/03/11

OWNERS' NAMES  
2618909 ONTARIO LIMITED

CAPACITY SHARE  
ROWN

| REG. NUM.   | DATE       | INSTRUMENT TYPE | AMOUNT | PARTIES FROM               | PARTIES TO   | CERT/CHKD |
|---|------------|-----------------|--------|----------------------------|--|-----------|
| <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/03/08 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/03/11 **</p> |            |                 |        |                            |  |           |
| A361247   | 1989/02/28 | DEBENTURE       |        | *** COMPLETELY DELETED *** | ONTARIO DEVELOPMENT CORP.                                |           |
| A382488   | 1990/03/21 | TRANSFER        |        | *** COMPLETELY DELETED *** | COX, WILLIAM<br>BROWNLOW, BARRY<br>WILKINS, ROBERT JAMES |           |
| A392554   | 1990/10/11 | TRANSFER        |        | *** COMPLETELY DELETED *** | WILKINS, ROBERT JAMES<br>BROWNLOW, BARRY                 |           |
| A421350   | 1992/09/02 | NOTICE OF LEASE |        | *** COMPLETELY DELETED *** | BRANTFORD REGIONAL REAL ESTATE ASSOCIATION               |           |
| A430553   | 1993/04/21 | CHARGE          |        | *** COMPLETELY DELETED *** | THE BANK OF NOVA SCOTIA                                  |           |
| A516424   | 2001/03/30 | TRANSFER        |        | *** COMPLETELY DELETED *** |  |           |

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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| REG. NUM. | DATE       | INSTRUMENT TYPE                                 | AMOUNT | PARTIES FROM  | PARTIES TO                        | CERT/<br>CHKD |
|-----------|------------|---|--------|---|-----------------------------------|---------------|
| A516425   | 2001/03/30 | CHARGE  |        | *** COMPLETELY DELETED ***  | WALKER, WILLIAM JAMES             |               |
| A516426   | 2001/03/30 | ASSIGNMENT GENERAL                              |        | *** COMPLETELY DELETED ***  | FIRSTONTARIO CREDIT UNION LTD.    |               |
|           |            | REMARKS: RENTS, A516425                         |        |   |                                   |               |
| A516427   | 2001/03/30 | AGREEMENT                                       |        | *** COMPLETELY DELETED ***  |                                   |               |
|           |            | REMARKS: POSTPONING CHARGE A361247 & A516425    |        |   |                                   |               |
| A516532   | 2001/04/09 | AGREEMENT                                       |        | *** COMPLETELY DELETED ***  |                                   |               |
|           |            | REMARKS: POSTPONING CHARGE A430553 & A516425    |        |   |                                   |               |
| BC34566   | 2004/04/05 | DISCH OF CHARGE                                 |        | *** COMPLETELY DELETED ***<br>ONTARIO DEVELOPMENT CORP.   |                                   |               |
|           |            | REMARKS: RE: A361247                            |        |   |                                   |               |
| BC45304   | 2004/09/10 | DISCH OF CHARGE                                 |        | *** COMPLETELY DELETED ***<br>THE BANK OF NOVA SCOTIA   |                                   |               |
|           |            | REMARKS: RE: A430553                            |        |   |                                   |               |
| BC156239  | 2009/01/13 | APL (GENERAL)                                   |        | *** COMPLETELY DELETED ***<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES<br>BROWNLOW, BARRY |                                   |               |
|           |            | REMARKS: TO DELETE EXEC NOS 95-00330 & 95-00424 |        |   |                                   |               |
| BC156240  | 2009/01/13 | APL (GENERAL)                                   |        | *** COMPLETELY DELETED ***<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES<br>BROWNLOW, BARRY |                                   |               |
|           |            | REMARKS: TO DELETE A421350                      |        |   |                                   |               |
| BC156425  | 2009/01/15 | CHARGE  |        | *** COMPLETELY DELETED ***<br>BROWNLOW, BARRY<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES | FIRSTONTARIO CREDIT UNION LIMITED |               |
| BC156426  | 2009/01/15 | NO ASSGN RENT GEN                               |        | *** COMPLETELY DELETED ***  |                                   |               |

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32281-0038 (LT)

PAGE 3 OF 4  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

| REG. NUM. | DATE       | INSTRUMENT TYPE   | AMOUNT      | PARTIES FROM  | PARTIES TO                        | CERT/CHKD |
|-----------|------------|-------------------|-------------|---|-----------------------------------|-----------|
| BC156439  | 2009/01/15 | DISCH OF CHARGE   |             | BROWNLOW, BARRY<br>WILKINS, ROBERT JAMES<br>WALKER, WILLIAM JAMES<br><br>*** COMPLETELY DELETED ***<br>FIRSTONTARIO CREDIT UNION LTD. | FIRSTONTARIO CREDIT UNION LIMITED |           |
| BC276595  | 2015/06/26 | CHARGE            |             | *** COMPLETELY DELETED ***<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES<br>BROWNLOW, BARRY                                       | FIRSTONTARIO CREDIT UNION LIMITED |           |
| BC276596  | 2015/06/26 | NO ASSGN RENT GEN |             | *** COMPLETELY DELETED ***<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES<br>BROWNLOW, BARRY                                       | FIRSTONTARIO CREDIT UNION LIMITED |           |
| BC276775  | 2015/06/29 | DISCH OF CHARGE   |             | *** COMPLETELY DELETED ***<br>FIRSTONTARIO CREDIT UNION LIMITED   |                                   |           |
| BC277561  | 2015/07/13 | LR'S ORDER        |             | LAND REGISTRAR, BRANT LAND REGISTRY OFFICE  |                                   | C         |
| BC292264  | 2016/04/01 | TRANSFER          |             | *** COMPLETELY DELETED ***<br>BROWNLOW, BARRY<br>BROWNLOW, BARRY<br>WALKER, WILLIAM JAMES<br>WILKINS, ROBERT JAMES                    | TOMLINSON SYSTEMS INC.            |           |
| BC294940  | 2016/05/19 | DISCH OF CHARGE   |             | *** COMPLETELY DELETED ***<br>FIRSTONTARIO CREDIT UNION LIMITED   |                                   |           |
| BC334349  | 2018/02/28 | TRANSFER          | \$1,800,000 | TOMLINSON SYSTEMS INC.  | 2618909 ONTARIO LIMITED           | C         |
| BC334350  | 2018/02/28 | CHARGE            |             | *** COMPLETELY DELETED ***<br>2618909 ONTARIO LIMITED   | TOMLINSON SYSTEMS INC.            |           |

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

| REG. NUM. | DATE                          | INSTRUMENT TYPE    | AMOUNT      | PARTIES FROM   | PARTIES TO   | CERT/<br>CHKD |
|-----------|-------------------------------|--------------------|-------------|--|--|---------------|
| BC380118  | 2020/05/28                    | NO SEC INTEREST    |             | *** COMPLETELY DELETED ***<br>CANADIAN EQUIPMENT FINANCE & LEASING INC.          |  |               |
| BC380550  | 2020/06/03                    | DISCHARGE INTEREST |             | *** COMPLETELY DELETED ***<br>CANADIAN EQUIPMENT FINANCE & LEASING INC.          |  |               |
|           | REMARKS: BC380118.            |                    |             |  |  |               |
| BC380708  | 2020/06/05                    | CHARGE             | \$4,000,000 | 2618909 ONTARIO LIMITED  | DELRLN INVESTMENTS INC.<br>STERN, SAMUEL<br>KESSLER, HARVEY<br>GOLDBERG, RICHARD | C             |
| BC381289  | 2020/06/18                    | CHARGE             | \$1,300,000 | 2618909 ONTARIO LIMITED  | LUBELSKY, BRUCE  | C             |
| BC381290  | 2020/06/18                    | POSTPONEMENT       |             | DELRLN INVESTMENTS INC.<br>STERN, SAMUEL<br>KESSLER, HARVEY<br>GOLDBERG, RICHARD | LUBELSKY, BRUCE  | C             |
|           | REMARKS: BC380708 TO BC381289 |                    |             |  |  |               |
| BC381303  | 2020/06/18                    | DISCH OF CHARGE    |             | *** COMPLETELY DELETED ***<br>TOMLINSON SYSTEMS INC.                             |  |               |
|           | REMARKS: BC334350.            |                    |             |  |  |               |
| BC381472  | 2020/06/23                    | NO SEC INTEREST    | \$779,070   | CANADIAN EQUIPMENT FINANCE & LEASING INC.  |  | C             |
| BC423662  | 2022/02/14                    | CHARGE             | \$70,000    | 2618909 ONTARIO LIMITED  | 2767888 ONTARIO INC.   | C             |
| BC426306  | 2022/03/21                    | NOTICE             | \$1         | 2618909 ONTARIO LIMITED  | 2767888 ONTARIO INC.   | C             |
|           | REMARKS: AMENDS BC423662      |                    |             |  |  |               |
| BC444167  | 2022/11/18                    | APL COURT ORDER    |             | ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)                              | MSI SPERGEL INC.   |               |



LRO # 2 **Transfer**Registered as **BC334349** on 2018 02 28 at 13:45

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

yyyy mm dd Page 1 of 3

**Properties**

*PIN* 32281 - 0038 LT *Interest/Estate* Fee Simple  
*Description* LT 39 PL 1455 BRANTFORD CITY  
*Address* 59 ROY BOULEVARD  
 BRANTFORD

**Consideration**

*Consideration* \$1,800,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* TOMLINSON SYSTEMS INC.  
*Address for Service* 662 Shaver Road  
 Ancaster, Ontario  
 L9G  
 3K9

I, Terry Tomlinson (President), have the authority to bind the corporation.

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

**Transferee(s)****Capacity****Share**

*Name* 2618909 ONTARIO LIMITED *Capacity* Registered Owner  
*Address for Service* 100-25 Morrow Avenue  
 Toronto, Ontario  
 M6R 2H9

**Statements**

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

**Signed By**

Charles Macaluso 69 John St. South acting for Signed 2018 02 28  
 Hamilton Transferor(s)  
 L8N 2B9

Tel 905-522-7442

Fax 905-522-7191

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

Glenn Douglas Manning 25 Morrow Ave., Suite 100 acting for Signed 2018 02 28  
 Toronto Transferee(s)  
 M6R 2H9

Tel 416-533-8826

Fax 416-767-1756

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

**Submitted By**

GLENN D. MANNING LL.B. 25 Morrow Ave., Suite 100 2018 02 28  
 Toronto  
 M6R 2H9

Tel 416-533-8826

Fax 416-767-1756



LRO # 2    **Transfer**

**Registered as BC334349** on 2018 02 28    at 13:45

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

yyyy mm dd    Page 2 of 3

**Fees/Taxes/Payment**

|                                     |             |
|-------------------------------------|-------------|
| <i>Statutory Registration Fee</i>   | \$63.65     |
| <i>Provincial Land Transfer Tax</i> | \$32,475.00 |
| <i>Total Paid</i>                   | \$32,538.65 |

**File Number**

*Transferor Client File Number :*            18-64CM  
*Transferee Client File Number :*        0952-001

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 32281 - 0038 LT 39 PL 1455 BRANTFORD CITY

BY: TOMLINSON SYSTEMS INC.

TO: 2618909 ONTARIO LIMITED

Registered Owner

## 1. WILLIAM HALKIW, PRESIDENT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2618909 ONTARIO LIMITED described in paragraph(s) (C) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:  
does not contain a single family residence or contains more than two single family residences.

## 3. The total consideration for this transaction is allocated as follows:

|   |                |
|---|----------------|
| (a) Monies paid or to be paid in cash   | \$1,800,000.00 |
| (b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)         | \$0.00         |
| (ii) Given Back to Vendor   | \$0.00         |
| (c) Property transferred in exchange (detail below)   | \$0.00         |
| (d) Fair market value of the land(s)  | \$0.00         |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject                   | \$0.00         |
| (f) Other valuable consideration subject to land transfer tax (detail below)                          | \$0.00         |
| (g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f)) | \$1,800,000.00 |
| (h) VALUE OF ALL CHATTELS -items of tangible personal property  | \$0.00         |
| (i) Other considerations for transaction not included in (g) or (h) above                             | \$0.00         |
| (j) Total consideration   | \$1,800,000.00 |

## 6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
LRO 2 Registration No. BC334349 Date: 2018/02/28

B. Property(s): PIN 32281 - 0038 Address 59 ROY BOULEVARD Assessment 2906030 - 01919000  
BRANTFORD Roll No

C. Address for Service: 100-25 Morrow Avenue  
Toronto, Ontario  
M6R 2H9

D. (i) Last Conveyance(s): PIN 32281 - 0038 Registration No. BC292264  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Glenn Douglas Manning  
25 Morrow Ave., Suite 100  
Toronto M6R 2H9

# “APPENDIX K”

**DISCHARGE STATEMENT**

**TO: 2618909 ONTARIO LIMITED**

**Re: 2618909 ONTARIO LIMITED Discharge  
First mortgage (\$1,300,000.00)  
Instrument No. BC381289- 59 Roy Blvd., Brantford**

**As at: June 20, 2023**

---

Principal amount required to obtain a discharge \$1,300,000.00

Interest on \$1,300,000.00 from  
April 18, 2022 to June 20, 2023  
@7%- \$249.32 x 428 days \$ 106,708.96

Missed/late payment fees \$ 9,500.00

**Amount due and owing \$1,416,208.96**

**Payable by certified cheque  
to JACK FRYMER PROFESSIONAL  
CORPORATION, IN TRUST**

**Plus, Statement/Discharge/Registration Fees  
Payable to JACK FRYMER PROFESSIONAL  
CORPORATION \$2,907.00**

**Per diem rate thereafter \$249.32**

\*Payments made after 2:00 p.m. shall incur interest to the next business day.

**BRUCE LUBELSKY  
by his Solicitor  
Per:**

\_\_\_\_\_  
**JACK FRYMER**

JF/ef  
E. & O. E.



DISCHARGE STATEMENT

**TO: 2618909 ONTARIO LIMITED**

**Re: 2618909 ONTARIO LIMITED Discharge (\$4,000,000.00)  
Instrument No. BC380708- 59 Roy Blvd., Brantford**

**As at: June 20, 2023**

---

|  |                       |
|--|-----------------------|
| Principal amount required to obtain a discharge  | \$3,643,125.00        |
| Interest on \$3,643,125.00 from<br>May 5, 2023 to June 20, 2023<br>@10%- \$998.12 x 411                    | \$ 410,227.32         |
| Missed/late payment fees (\$2,000.00 x 16)   | \$ 32,000.00          |
| Administrative/management fees<br>for NSF/missed payments  | \$ 10,000.00          |
| Notice of Sale costs (to date)   | \$ 7,500.00           |
| Paid by Richard Goldberg for insurance   | \$ 20,000.00          |
| Paid by Richard Goldberg re legal fees   | \$ 30,000.00          |
| Paid by Richard Goldberg re appraisals   | \$ 6,000.00           |
| Paid by Richard Goldberg to<br>Rosenstein Law, re legal fees   | \$ 711.90             |
| Legal fees, plus HST to Jack Frymer<br>Professional Corporation  | \$ 13,560.00          |
| <b>Amount due and owing</b>  | <b>\$4,173,124.22</b> |
| <b>Payable by certified cheque<br/>to JACK FRYMER PROFESSIONAL<br/>CORPORATION, IN TRUST</b>               |                       |
| <b>Plus, Statement/Discharge/Registration Fees<br/>Payable to JACK FRYMER PROFESSIONAL<br/>CORPORATION</b> | <b>\$5,732.00</b>     |

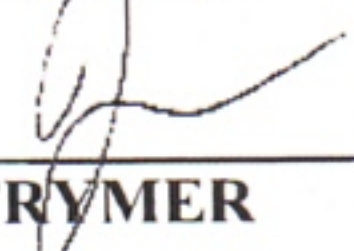
**Per diem rate thereafter \$998.12**

\*Payments made after 2:00 p.m. shall incur interest to the next business day.

**DELRIN INVESTMENTS INC./  
STERN/KESSLER/GOLDBERG**

**by their Solicitor**

**Per:**



\_\_\_\_\_  
**JACK FRYMER**

JF/ef  
E. & O. E.

# “APPENDIX L”

Court File No. CV-22-00678808-ooCL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

BETWEEN:

CANADIAN EQUIPMENT FINANCE AND LEASING INC.

Applicant

- and -

THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED,  
2618909 ONTARIO LIMITED, BEVERLEY ROCKLIFFE,  
AND CHANTAL BLOCK

Respondents

AFFIDAVIT OF PHILIP H. GENNIS  
(Sworn September 21, 2023)

I, **PHILIP GENNIS**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**MSI**"), the court-appointed Receiver (the "**Receiver**") of all the assets, undertakings, and properties of the Respondents, The Hypoint Company Limited ("**Hypoint**") and 2618909 Ontario Limited ("**2618**"). As such I have knowledge of the matters hereinafter deposed to.

- 2. MSI was appointed Receiver pursuant to the Order made by the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) on October 28, 2022.
- 3. Attached hereto as **Exhibit "A"** are true copies of the Receiver's time dockets with respect to professional fees incurred in respect of the receivership of Hypoint for the period from April 1, 2023, to and including August 31, 2023, the amount of \$4,825.19 inclusive of disbursements and HST. The professional fees represent a total of 8.90 hours at an average rate of \$479.89 per hour (excluding HST).
- 4. Attached hereto as **Exhibit "B"** are true copies of the Receiver's time dockets with respect to professional fees incurred in respect of the receivership of 2618 for the period from April 1, 2023, to and including August 31, 2023, the amount of \$46,335.18 inclusive of disbursements and HST. The professional fees represent a total of 90.50 hours at an average rate of \$511.99 per hour (excluding HST).
- 5. To the best of my knowledge the rates charged by MSI in connection with acting as Receiver are comparable to the rates charged by other firms in the Toronto market for the provision of similar services.
- 6. I make this affidavit in support of the Receiver's motion for; *inter alia*, approval of its fees and disbursements and not for an improper purpose.

SWORN BEFORE ME at the City )  
of Toronto, in the Province of )  
Ontario, this 21<sup>st</sup> day of September 2023. )

*B. Eileen Sturge*

\_\_\_\_\_  
A Commissioner, etc. )

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spergel inc.  
and Spergel & Associates Inc.  
Expires September 21, 2025



\_\_\_\_\_  
**PHILIP GENNIS**



**This is Exhibit "A" to the  
Affidavit of Philip H. Gennis  
Sworn before me on September 21, 2023**



---

**A Commissioner, Etc.**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spergel inc  
and Spergel & Associates Inc.  
Expires September 21, 2025



June 13, 2023

Invoice #: 12511

The Hypoint Company Limited

Billing Period: May 31, 2023

## Invoice

### RE: The Hypoint Company

**FOR PROFESSIONAL SERVICES RENDERED** for the period April 1, 2023 to May 31, 2023 with respect to the Receivership proceedings.

|                                    | Hours | Hourly Rate | Total             |
|------------------------------------|-------|-------------|-------------------|
| Philip H. Gennis, LL.B., CIRP, LIT | 5.50  | \$525.00    | \$2,887.50        |
| Mukul Manchanda, CPA, CIRP, LIT    | 0.10  | 495.00      | 49.50             |
| Susan Downey                       | 0.30  | 250.00      | 75.00             |
| Paula Amaral                       | 0.20  | 325.00      | 65.00             |
| Total Professional fees            | 6.10  | \$504.43    | \$3,077.00        |
| HST                                |       |             | 400.01            |
| <b>Total</b>                       |       |             | <b>\$3,477.01</b> |

HST Registration #R103478103

**(AAHYPO-R)**

Filters Used:

- Time Entry Date: 4/01/23 to 5/31/23
- File ID: AAHYPO-R: to AAHYPO-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/13/23

Page 1 of 1

**File Name (ID): The Hypoint Company (AAHYPO-R:)**

| Day                           | Date       | Memo  | B-Hrs                              | B-Rate      | Amount            |
|-------------------------------|------------|---|------------------------------------|-------------|-------------------|
| <b>Mukul Manchanda (MMA)</b>  |            |   |                                    |             |                   |
| Fri                           | 04/14/2023 | Email communication with P.Gennis and S.Parsons with regards to the APA.  | 0.10                               | \$495.00    | \$49.50           |
|                               |            |   | <b>Mukul Manchanda (MMA)</b>       | <b>0.10</b> | <b>\$49.50</b>    |
| <b>Paula Amaral (PAM)</b>     |            |   |                                    |             |                   |
| Thur                          | 04/06/2023 | Preparation and filing of HST return using Netfile.   | 0.20                               | \$325.00    | \$65.00           |
|                               |            |   | <b>Paula Amaral (PAM)</b>          | <b>0.20</b> | <b>\$65.00</b>    |
| <b>Philip H. Gennis (PGE)</b> |            |   |                                    |             |                   |
| Mon                           | 04/03/2023 | Receipt and review of Auction Proposal given recent advise from Purchaser that it may not want the chattels despite the en bloc nature of transaction;  | 0.50                               | \$525.00    | \$262.50          |
| Thur                          | 04/06/2023 | Receipt of email from Samuel Bouabane a former employee of Hypoint requesting compensation; brief telephone discussion with Samuel; email to Samuel confirming our discussion; telephone discussion with William Halkiw regarding introduction to Cannabis MarketSpace and possible engagement thereof to sell chattels on site given advice from the Purchaser that it does not want chattels despite the purchase being on an as-is, where-is basis en bloc; email exchange and telephone discussion with Pauline Hyde (Cannabis MarketSpace) regarding options available in the event that Purchaser confirms that it does not want the chattels and in an effort to preserve the APS; purchase and sale; further emails between receiver and Pauline Hyde regarding possibility of engaging her services to sell off chattels; email to former Counsel for Thomas Bock requesting copies of security documents in support of PPSA registration. | 1.75                               | \$525.00    | \$918.75          |
| Fri                           | 04/07/2023 | Review of email from Receiver's Counsel enclosing security documentation from Thomas Bock with respect to chattels owned by Hypoint and noting that documents were not signed by Hypoint;   | 0.50                               | \$525.00    | \$262.50          |
| Mon                           | 04/10/2023 | Multiple emails between Receiver and Cannabis Marketspace regarding potential disposal of cannabis assets; further emails with Counsel for Purchaser regarding chattels located on-site; receipt and review of proposal for sale of cannabis assets from Cannabis Marketspace; email exchange and telephone discussion with Samuel Bouabane regarding cannabis destruction certificate;   | 1.50                               | \$525.00    | \$787.50          |
| Tues                          | 04/11/2023 | Receipt and review of revised proposal from Cannabis Marketspace; arranging for site attendance by Platinum Assets to prepare detailed list of chattels located on-site with photos in anticipation of Purchaser not wishing to purchase same;  | 0.50                               | \$525.00    | \$262.50          |
| Tues                          | 04/18/2023 | Email from previous Counsel for Thomas Bock and telephone discussion with said Counsel; email exchange with Carlo Collia with respect to his claim to certain personal effects;   | 0.50                               | \$525.00    | \$262.50          |
| Wed                           | 04/26/2023 | Email exchange with unsecured creditor;   | 0.25                               | \$525.00    | \$131.25          |
|                               |            |   | <b>Philip H. Gennis (PGE)</b>      | <b>5.50</b> | <b>\$2,887.50</b> |
| <b>Susan Downey (SDW)</b>     |            |   |                                    |             |                   |
| Wed                           | 05/03/2023 | Prepare 246 report  | 0.30                               | \$250.00    | \$75.00           |
|                               |            |   | <b>Susan Downey (SDW)</b>          | <b>0.30</b> | <b>\$75.00</b>    |
|                               |            |   | <b>Total for File ID AAHYPO-R:</b> | <b>6.10</b> | <b>\$3,077.00</b> |
|                               |            |   | <b>Grand Total:</b>                | <b>6.10</b> | <b>\$3,077.00</b> |



September 20, 2023

Invoice #: 12577

The Hypoint Company Limited

Billing Period: Aug 31, 2023

## Invoice

**RE: The Hypoint Company**

**FOR PROFESSIONAL FEES** for the period from June 1 to August 31, 2023.

|                                    | Hours | Hourly Rate | Total             |
|------------------------------------|-------|-------------|-------------------|
| Philip H. Gennis, LL.B., CIRP, LIT | 1.50  | \$525.00    | \$787.50          |
| Mukul Manchanda, CPA, CIRP, LIT    | 0.30  | 495.00      | 148.50            |
| Eileen Sturge                      | 1.00  | 250.00      | 250.00            |
| Total Professional fees            | 2.80  | \$423.57    | \$1,186.00        |
| HST                                |       |             | 154.18            |
| Reimbursable Expenses              |       |             |                   |
| PPSA Search                        |       |             | \$8.00            |
| Total Reimbursable expenses        |       |             | \$8.00            |
| <b>Total</b>                       |       |             | <b>\$1,348.18</b> |

HST Registration #R103478103

(AAHYPO-R)

Filters Used:

- Time Entry Date: 1/1/1970 to 8/31/2023
- File ID: AAHYPO-R: to AAHYPO-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 9/20/2023

Page 1 of 1

**File Name (ID): The Hypoint Company (AAHYPO-R:)**

| Day                           | Date       | Memo   | B-Hrs                              | B-Rate      | Amount            |
|-------------------------------|------------|--|------------------------------------|-------------|-------------------|
| <b>Eileen Sturge (EST)</b>    |            |  |                                    |             |                   |
| Tues                          | 06/13/2023 | Admin on file  | 1.00                               | \$250.00    | \$250.00          |
|                               |            |  | <b>Eileen Sturge (EST)</b>         | <b>1.00</b> | <b>\$250.00</b>   |
| <b>Mukul Manchanda (MMA)</b>  |            |  |                                    |             |                   |
| Mon                           | 06/12/2023 | Receipt of email from S.Parsons containing the closing documents.  | 0.30                               | \$495.00    | \$148.50          |
|                               |            |  | <b>Mukul Manchanda (MMA)</b>       | <b>0.30</b> | <b>\$148.50</b>   |
| <b>Philip H. Gennis (PGE)</b> |            |  |                                    |             |                   |
| Tues                          | 06/27/2023 | ; email exchange with William Halkiw;  | 0.50                               | \$525.00    | \$262.50          |
| Mon                           | 08/14/2023 | Email exchange with Will Halkiw;   | 0.25                               | \$525.00    | \$131.25          |
| Fri                           | 08/25/2023 | Receipt and review of CRA Deemed Trust Claim and transmittal of same to secured stakeholders; discussion with Counsel for CEFL in this regard; discussion with Receiver;s Counsel in this regard; revise Distribution Analysis to reflect CRA Claim and transmittal of same to secured stakeholders; | 0.75                               | \$525.00    | \$393.75          |
|                               |            |  | <b>Philip H. Gennis (PGE)</b>      | <b>1.50</b> | <b>\$787.50</b>   |
|                               |            |  | <b>Total for File ID AAHYPO-R:</b> | <b>2.80</b> | <b>\$1,186.00</b> |
|                               |            |  | <b>Grand Total:</b>                | <b>2.80</b> | <b>\$1,186.00</b> |

**This is Exhibit “B” to the  
Affidavit of Philip H. Gennis  
Sworn before me on September 21, 2023**



---

**A Commissioner, Etc.**

Barbara Eileen Sturge,  
a Commissioner, etc. for msi Spergel inc.  
and Spergel & Associates Inc.  
Expires September 21, 2025



June 13, 2023

Invoice #: 12510

2618909 Ontario Limited

Billing Period: May 31, 2023

## Invoice

**RE: 2618909 Ontario Limited**

**FOR PROFESSIONAL SERVICES RENDERED** for the period from April 1, 2023 to May 31, 2023 with respect to the Receivership proceedings.

|                                       | <b>Hours</b> | <b>Hourly Rate</b> | <b>Total</b>       |
|---------------------------------------|--------------|--------------------|--------------------|
| Philip H. Gennis, LL.B., CIRP, LIT    | 32.95        | \$525.00           | \$17,298.75        |
| Gillian Goldblatt, CPA, CA, CIRP, LIT | 0.50         | 425.00             | 212.50             |
| Mukul Manchanda, CPA, CIRP, LIT       | 1.10         | 495.00             | 544.50             |
| Susan Downey                          | 0.50         | 250.00             | 125.00             |
| Paula Amaral                          | 8.60         | 325.00             | 2,795.00           |
| Others                                | 2.30         | 157.61             | 362.50             |
| <b>Total Professional fees</b>        | <b>45.95</b> | <b>\$464.38</b>    | <b>\$21,338.25</b> |
| HST                                   |              |                    | 2,773.97           |
| <b>Total</b>                          |              |                    | <b>\$24,112.22</b> |

HST Registration #R103478103

**(AA2618-R)**

## Filters Used:

- Time Entry Date: 4/01/23 to 5/31/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/13/23

Page 1 of 4

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                            | Date       | Memo   | B-Hrs                          | B-Rate      | Amount            |
|--------------------------------|------------|--|--------------------------------|-------------|-------------------|
| <b>Gillian Goldblatt (GGO)</b> |            |  |                                |             |                   |
| Tues                           | 04/04/2023 | review and approve bank reconciliation.  | 0.10                           | \$425.00    | \$42.50           |
| Wed                            | 04/26/2023 | review and approve disbursements.  | 0.30                           | \$425.00    | \$127.50          |
| Fri                            | 04/28/2023 | Receipt, review and Bank reconciliation.   | 0.10                           | \$425.00    | \$42.50           |
|                                |            |  | <b>Gillian Goldblatt (GGO)</b> | <b>0.50</b> | <b>\$212.50</b>   |
| <b>Haran Sivanathan (HSI)</b>  |            |  |                                |             |                   |
| Fri                            | 04/07/2023 | Cheques/Deposit/Review   | 0.70                           | \$175.00    | \$122.50          |
|                                |            |  | <b>Haran Sivanathan (HSI)</b>  | <b>0.70</b> | <b>\$122.50</b>   |
| <b>Inga Friptuleac (IFR)</b>   |            |  |                                |             |                   |
| Thur                           | 04/27/2023 | General  | 1.30                           | \$150.00    | \$195.00          |
| Fri                            | 04/28/2023 | General  | 0.30                           | \$150.00    | \$45.00           |
|                                |            |  | <b>Inga Friptuleac (IFR)</b>   | <b>1.60</b> | <b>\$240.00</b>   |
| <b>Mukul Manchanda (MMA)</b>   |            |  |                                |             |                   |
| Tues                           | 04/11/2023 | Receipt review and sign the APS and emailed same to S. Parsons.  | 0.50                           | \$495.00    | \$247.50          |
| Thur                           | 04/13/2023 | Receipt, review and approval of BNS wire shared H.Sivanathan.<br>Receipt and review of cheque requisition for the deposit return<br>shared by S.Downey to P.Gennis.  | 0.20                           | \$495.00    | \$99.00           |
| Fri                            | 04/14/2023 | Email communication with P.Gennis and S.Parsons with regards to<br>the APA.  | 0.10                           | \$495.00    | \$49.50           |
| Tues                           | 04/18/2023 | Receipt. review and approval of BNS Wire shared by H.Sivanathan.   | 0.10                           | \$495.00    | \$49.50           |
| Wed                            | 05/10/2023 | Receipt, review and execution of assignment of APS shared by<br>P.Gennis   | 0.10                           | \$495.00    | \$49.50           |
| Fri                            | 05/12/2023 | Email exchange with K.Avison containing the amendment to listing<br>Agreement.   | 0.10                           | \$495.00    | \$49.50           |
|                                |            |  | <b>Mukul Manchanda (MMA)</b>   | <b>1.10</b> | <b>\$544.50</b>   |
| <b>Paula Amaral (PAM)</b>      |            |  |                                |             |                   |
| Mon                            | 04/03/2023 | Preparation and filing of HST return using Netfile.  | 0.20                           | \$325.00    | \$65.00           |
| Tues                           | 04/04/2023 | Downloading of payroll records for 2020 and 2021 for payroll trust<br>exam.<br>Call with trust examiner to discuss information received and to<br>book appointment for trust exam.   | 0.20                           | \$325.00    | \$65.00           |
| Thur                           | 04/06/2023 | Downloading of bank statements for 2020 and 2021 required for<br>payroll trust exam.   | 0.10                           | \$325.00    | \$32.50           |
| Wed                            | 04/12/2023 | Attend site to meet with appraisal company to obtain list of all<br>chattels and equipment on site.  | 6.00                           | \$325.00    | \$1,950.00        |
| Wed                            | 04/19/2023 | Contact City of Brantford to request outstanding taxes payable.  | 0.10                           | \$325.00    | \$32.50           |
| Fri                            | 04/21/2023 | Prepare requisitions for payables and submit for approval.<br>Update budget and extend to June 2023.   | 2.00                           | \$325.00    | \$650.00          |
|                                |            |  | <b>Paula Amaral (PAM)</b>      | <b>8.60</b> | <b>\$2,795.00</b> |
| <b>Philip H. Gennis (PGE)</b>  |            |  |                                |             |                   |
| Sat                            | 04/01/2023 | Preparation of NDA for transmission to Counsel for secured<br>creditors; email enclosing NDA for execution and return in<br>advance of releasing offer summary; preliminary email response<br>from Counsel for CEFL; brief telephone discussion with Counsel for<br>first and second mortgagees; | 0.75                           | \$525.00    | \$393.75          |
| Mon                            | 04/03/2023 | Email exchange and telephone discussion with Counsel for Second<br>Mortgagees regarding Bid Summary;   | 0.50                           | \$525.00    | \$262.50          |



## Filters Used:

- Time Entry Date: 4/01/23 to 5/31/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/13/23

Page 2 of 4

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                           | Date       | Memo  | B-Hrs | B-Rate   | Amount     |
|-------------------------------|------------|---|-------|----------|------------|
| <b>Philip H. Gennis (PGE)</b> |            |   |       |          |            |
| Tues                          | 04/04/2023 | Email to Counsel for First Mortgagee confirming receipt of signed NDA and confirming Receiver's intention to finalize highest offer and ultimately proceed to seek Court approval; email exchange and telephone discussion with listing broker regarding return of deposits to unsuccessful bidders; email exchange with Counsel requesting timeline for finalizing revisions to APS with highest bidder;   | 0.75  | \$525.00 | \$393.75   |
| Wed                           | 04/05/2023 | Receipt of signed NDA from Counsel for CEFL; telephone discussion with Counsel for CEFL; email to Receiver's Counsel regarding third mortgagee; email to Counsel for Third Mortgagee requesting documents; email to Counsel for CEFL outlining allocations in offers received; email to listing broker requesting updated Offer Summary inclusive of all allocations; receipt and review of updated Offer Summary and transmittal to Counsel for CEFL; review of edits to APA from Counsel for Receiver;  | 1.75  | \$525.00 | \$918.75   |
| Thur                          | 04/06/2023 | Email to Receiver's Counsel outlining proposed changes to APS and urging resolution of outstanding issues impacting finalization of APS; email from Receiver's Counsel to Counsel for Purchaser enclosing revised APS with commentary and a request for expedited response to proposed changes given that the irrevocable was fast approaching; email to listing broker to keep him in the loop relative to finalizing APS; email exchange with Counsel for Purchaser confirming her review of revised APS and confirming that no cannabis or cannabis products are on-site; telephone discussion with Samuel Bouabane confirming destruct date of cannabis and requesting copy of destruction certificate;   | 1.25  | \$525.00 | \$656.25   |
| Fri                           | 04/07/2023 | Email to Counsel regarding cannabis destruction; email to Bill Halkiw requesting confirmation of last date cannabis was onsite; email from listing broker confirming number of site visits with highest bidder; telephone discussion with listing broker;   | 0.50  | \$525.00 | \$262.50   |
| Mon                           | 04/10/2023 | Receipt and review of email exchanges between Counsel for Receiver and Counsel for Purchaser aimed at final settlement of terms of APS with emphasis on environmental indemnity provision and acquisition of moveable chattels located in premises; multiple telephone calls with Counsel for Receiver regarding "as-is, where-is" nature of transaction; telephone discussion with Adam Moscovitz of Platinum Assets regarding feasibility of auction on-site with respect to cannabis chattels; email from Bill Halkiw regarding Cannabis Marketspace, a re-seller of cannabis equipment; telephone call and email exchange with Pauline Hyde of Cannabis Marketspace regarding disposal of cannabis assets; telephone discussion with Receiver's Counsel with respect to his call with Counsel for Purchaser; email from Counsel for Purchaser regarding cannabis chattels; telephone discussion with listing broker and follow-up email exchange regarding cannabis chattels; | 2.75  | \$525.00 | \$1,443.75 |
| Tues                          | 04/11/2023 | crisis management relative to confusion being caused by Counsel for Purchaser as it relates to the finalization of APS, ending in eleventh hour (4:57pm) of irrevocable to April 14th at 5:00pm; multiple telephone discussions with listing broker and with Counsel for Receiver in this regard;   | 3.00  | \$525.00 | \$1,575.00 |
| Wed                           | 04/12/2023 | Email exchange and telephone discussion with representative of 2nd mortgagee; review of draft email from Receiver's Counsel to Counsel for Purchaser;   | 0.25  | \$525.00 | \$131.25   |

## Filters Used:

- Time Entry Date: 4/01/23 to 5/31/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/13/23

Page 3 of 4

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                           | Date       | Memo  | B-Hrs | B-Rate   | Amount     |
|-------------------------------|------------|---|-------|----------|------------|
| <b>Philip H. Gennis (PGE)</b> |            |   |       |          |            |
| Thur                          | 04/13/2023 | email exchange with listing broker regarding return of deposits to unsuccessful bidders; email from Receiver's Counsel confirming details of his telephone call from Purchaser which effectively finalized APS including but not limited to the issue regarding chattels and confirming Purchaser's intention to accept the transaction as an "as-is, where-is" sale including all assets located on site, thereby concluding the on-going confusion in this regard; receipt of email from Counsel for Receiver with proposed amended APS attached; responding email to Counsel for Receiver requesting minor amendments, not the least of which is the request to breakdown the allocation for the non-real estate assets between HVAC and cannabis chattels; email from Counsel for Receiver to Counsel for Purchaser with further request for execution of APS; email exchanges with Samuel Bouabane requesting cannabis destruction certificate; receipt of email from Counsel for Purchaser with further revisions to APS; Receiver's response to Purchaser Counsel revisions to APS; receipt of asset list from Platinum Assets; receipt of email from Receiver's Counsel on Receiver's comments on changes to APS proposed by Counsel for Purchaser; | 3.25  | \$525.00 | \$1,706.25 |
| Fri                           | 04/14/2023 | Email exchange with Counsel for Receiver; draft and forward asset list and preferred HST provision for revised agreement; email from Counsel for Receiver to Counsel for Purchaser enclosing final form APS for execution by Purchaser; receipt of signed APS from Purchaser and transmittal of same to MM for execution on behalf of Receiver; allmatters related to finalizing APS; receipt of fully signed APS and transmittal of same to listing broker; email exchange with Richard Goldberg on behalf of 2nd mortgagees; receipt of copy of email from Counsel for Receiver to Counsel for CEFL confirming finalization of APS; email to Counsel for Third Mortgagee confirming finalization of APS;  | 2.00  | \$525.00 | \$1,050.00 |
| Tues                          | 04/18/2023 | Finalize V1 Draft of Report to Court in support of motion for approval and vesting order; email exchange with Counsel regarding report and obtaining court date for sale approval motion; email exchange with Listing Broker regarding final sales and marketing report as well as Offer Summary; coordinating wire transfer of retainer to Sam Stern vis Jack Frymer's Trust Account;  | 4.00  | \$525.00 | \$2,100.00 |
| Wed                           | 04/19/2023 | Receipt and review of Final Sales and Marketing Report from Avison Young; internal emails regarding realty taxes outstanding on ppty; email to Receiver's Counsel with proposed final draft of First Report to Court;   | 0.50  | \$525.00 | \$262.50   |
| Fri                           | 04/21/2023 | Review of updated operational budget; review and approve payables; email exchange with Carlo Colli  | 0.50  | \$525.00 | \$262.50   |
| Mon                           | 04/24/2023 | Email exchange with secured creditor; review and approve payables; email to Counsel regarding setting court date for the sale approval motion;  | 0.75  | \$525.00 | \$393.75   |
| Tues                          | 04/25/2023 | Email exchange and telephone discussion with Rick Goldberg; review of draft orders for May 12th hearing;  | 0.50  | \$525.00 | \$262.50   |
| Tues                          | 05/02/2023 | Email exchange with Counsel regarding timing of court attendance; assembling Appendices and Confidential appendices; preparation and execution of Receiver's Fee Affidavit;   | 1.50  | \$525.00 | \$787.50   |

Filters Used:

- Time Entry Date: 4/01/23 to 5/31/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 6/13/23

Page 4 of 4

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                                | Date       | Memo   | B-Hrs        | B-Rate   | Amount             |
|------------------------------------|------------|--|--------------|----------|--------------------|
| <b>Philip H. Gennis (PGE)</b>      |            |  |              |          |                    |
| Wed                                | 05/03/2023 | Receipt and review of correspondence from City of Brantford Tax Department; telephone discussion with tax department regarding correspondence received; responding correspondence; email exchange and telephone discussion with Counsel regarding Report to Court and additional information required; email exchange and telephone discussion with Receiver's Counsel regarding revisions to court report;  | 0.50         | \$525.00 | \$262.50           |
| Thur                               | 05/04/2023 | Review and execution of BIA Notices; review of draft SRD for court report; execute SRD after revisions implemented;  | 0.75         | \$525.00 | \$393.75           |
| Fri                                | 05/05/2023 | Final revisions to report; assembly and transmittal to Counsel for service; telephone discussions with Counsel; receipt and review of Tax Statement from City of Brantford and transmittal of same to Receiver's Counsel; receipt of Motion Record for AVO hearing;  | 1.00         | \$525.00 | \$525.00           |
| Mon                                | 05/08/2023 | Email from Faskens requesting that they be added to service list; telephone discussion with Aubrey Kauffman at Faskens; telephone discussion with Jack Frymer; email from Counsel for Purchaser regarding proposed revisions to AVO;   | 0.50         | \$525.00 | \$262.50           |
| Tues                               | 05/09/2023 | Email from Receiver's Counsel regarding Assignment Agreement; email from Counsel for the Purchaser in this regard; receipt and review of draft Assignment Agreement; email from Receiver's Counsel responding to proposed changes to assignment agreement; further emails from Counsel for Purchaser; email exchange and telephone discussion with Receiver's Counsel regarding Assignment Agreement; review of proposed Assignment Agreement with revisions made by Receiver's Counsel; receipt and review of the final draft Assignment Agreement and execution and transmittal of same to Counsel for the Receiver and the Purchaser; | 2.50         | \$525.00 | \$1,312.50         |
| Wed                                | 05/10/2023 | Finalize and execute Assignment Agreement; review of final draft of AVO.   | 0.50         | \$525.00 | \$262.50           |
| Thur                               | 05/11/2023 | Email exchange with Listing Broker;  | 0.20         | \$525.00 | \$105.00           |
| Fri                                | 05/12/2023 | Attendance before HHJ Penney on sale approval motion; email exchange with listing broker regarding extension of listing until after closing; receipt and review of endorsement and order of Justice Penney and arranging updating of case website; email exchange and telephone discussion with Jack Frymer and Rick Goldberg regarding additional borrowing to facilitate payment of sizeable tax arrear balance thereby avoiding a dispute with the City of Brantford over its ability to register on title in the face of Receivership Order;   | 1.25         | \$525.00 | \$656.25           |
| Tues                               | 05/16/2023 | Email exchange and telephone discussion with City of Brantford Tax Department; arranging for wire transfer of realty tax arrears;  | 0.50         | \$525.00 | \$262.50           |
| Wed                                | 05/17/2023 | Email exchange with City of Brantford Tax Department confirming payment of tax arrears;  | 0.25         | \$525.00 | \$131.25           |
| Mon                                | 05/29/2023 | Email exchange and telephone discussion with Receiver's Counsel regarding the closing date for the sale;   | 0.50         | \$525.00 | \$262.50           |
| <b>Philip H. Gennis (PGE)</b>      |            |  | <b>32.95</b> |          | <b>\$17,298.75</b> |
| <b>Susan Downey (SDW)</b>          |            |  |              |          |                    |
| Thur                               | 04/13/2023 | Return of deposit funds.   | 0.20         | \$250.00 | \$50.00            |
| Wed                                | 05/03/2023 | Prepare 246 report   | 0.30         | \$250.00 | \$75.00            |
| <b>Susan Downey (SDW)</b>          |            |  | <b>0.50</b>  |          | <b>\$125.00</b>    |
| <b>Total for File ID AA2618-R:</b> |            |  | <b>45.95</b> |          | <b>\$21,338.25</b> |
| <b>Grand Total:</b>                |            |  | <b>45.95</b> |          | <b>\$21,338.25</b> |



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July 18, 2023

Invoice #: 12555

2618909 Ontario Limited

## Invoice

**RE: 2618909 Ontario Limited**

**FOR PROFESSIONAL FEES** for the period from June 1-30, 2023

|                                       | Hours        | Hourly Rate     | Total              |
|---------------------------------------|--------------|-----------------|--------------------|
| Philip H. Gennis, LL.B., CIRP, LIT    | 12.15        | \$525.00        | \$6,378.75         |
| Gillian Goldblatt, CPA, CA, CIRP, LIT | 0.80         | 425.00          | 340.00             |
| Mukul Manchanda, CPA, CIRP, LIT       | 0.30         | 495.00          | 148.50             |
| Eileen Sturge                         | 1.00         | 250.00          | 250.00             |
| Paula Amaral                          | 4.50         | 325.00          | 1,462.50           |
| Others                                | 3.40         | 170.59          | 580.00             |
| <b>Total Professional fees</b>        | <b>22.15</b> | <b>\$413.53</b> | <b>\$9,159.75</b>  |
| HST                                   |              |                 | 1,190.77           |
| <b>Total</b>                          |              |                 | <b>\$10,350.52</b> |

HST Registration #R103478103

**(AA2618-R)**

## Filters Used:

- Time Entry Date: 1/01/70 to 6/30/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 7/18/23

Page 1 of 2

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                            | Date       | Memo  | B-Hrs       | B-Rate   | Amount            |
|--------------------------------|------------|---|-------------|----------|-------------------|
| <b>Eileen Sturge (EST)</b>     |            |   |             |          |                   |
| Tues                           | 06/13/2023 | Admin on file   | 1.00        | \$250.00 | \$250.00          |
|                                |            |   | <b>1.00</b> |          | <b>\$250.00</b>   |
| <b>Gillian Goldblatt (GGO)</b> |            |   |             |          |                   |
| Fri                            | 06/09/2023 | review and approve disbursements.   | 0.30        | \$425.00 | \$127.50          |
| Thur                           | 06/15/2023 | review and approve disbursements.   | 0.30        | \$425.00 | \$127.50          |
| Thur                           | 06/22/2023 | Review and approval of bank reconciliation on May 31st, 2023  | 0.10        | \$425.00 | \$42.50           |
| Thur                           | 06/22/2023 | Review and approval of bank reconciliation on May 31st, 2023  | 0.10        | \$425.00 | \$42.50           |
|                                |            |   | <b>0.80</b> |          | <b>\$340.00</b>   |
| <b>Haran Sivanathan (HSI)</b>  |            |   |             |          |                   |
| Tues                           | 06/13/2023 | Banking activities  | 0.70        | \$175.00 | \$122.50          |
| Wed                            | 06/14/2023 | Banking activities  | 0.60        | \$175.00 | \$105.00          |
| Thur                           | 06/15/2023 | Banking activities  | 0.90        | \$175.00 | \$157.50          |
| Wed                            | 06/28/2023 | Setup ac/ EFT /Cheque Req posting   | 0.60        | \$175.00 | \$105.00          |
|                                |            |   | <b>2.80</b> |          | <b>\$490.00</b>   |
| <b>Inga Friptuleac (IFR)</b>   |            |   |             |          |                   |
| Thur                           | 06/01/2023 | Posting Deposit   | 0.10        | \$150.00 | \$15.00           |
| Mon                            | 06/19/2023 | Issue chqs  | 0.50        | \$150.00 | \$75.00           |
|                                |            |   | <b>0.60</b> |          | <b>\$90.00</b>    |
| <b>Mukul Manchanda (MMA)</b>   |            |   |             |          |                   |
| Thur                           | 06/29/2023 | Receipt, review and approval of EFT payments and payroll shared by I.Lriptuleac.  | 0.30        | \$495.00 | \$148.50          |
|                                |            |   | <b>0.30</b> |          | <b>\$148.50</b>   |
| <b>Paula Amaral (PAM)</b>      |            |   |             |          |                   |
| Tues                           | 06/13/2023 | File HST returns for 2618909 Ontario Limited and Hypoint. Prepare requisitions for payments of legal fees and receiver fees.  | 1.50        | \$325.00 | \$487.50          |
| Wed                            | 06/14/2023 | Assemble list of contacts for utilities and service providers and forward to real estate agent. Respond to emails from service providers regarding termination of services and pick up of equipment.  | 0.50        | \$325.00 | \$162.50          |
| Tues                           | 06/20/2023 | Prepare Statement of Receipts and Disbursements   | 0.50        | \$325.00 | \$162.50          |
| Wed                            | 06/21/2023 | Prepare requisitions for payment of final bills received to date.   | 2.00        | \$325.00 | \$650.00          |
|                                |            |   | <b>4.50</b> |          | <b>\$1,462.50</b> |
| <b>Philip H. Gennis (PGE)</b>  |            |   |             |          |                   |
| Mon                            | 06/05/2023 | Email exchange with Richard Goldberg; email exchange with Receiver's Counsel regarding status of closing; receipt and review of draft SOA and providing comments to Counsel; telephone discussion with Senior Financial Officer at the City of Brantford regarding 2023 final tax bill; receipt and review of final tax bill for 2023 and forwarding same to Counsel for adjustment purposes; receipt and review of draft closing documents and providing comments thereon; | 1.50        | \$525.00 | \$787.50          |
| Tues                           | 06/06/2023 | Internal emails with respect to closing adjustments and final utility readings;   | 0.50        | \$525.00 | \$262.50          |
| Thur                           | 06/08/2023 | Receipt and review of draft SOA; telephone discussion with Receiver's Counsel in this regard; review and approve payables;  | 0.75        | \$525.00 | \$393.75          |

Filters Used:

- Time Entry Date: 1/01/70 to 6/30/23
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 7/18/23

Page 2 of 2

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                                | Date       | Memo   | B-Hrs        | B-Rate   | Amount            |
|------------------------------------|------------|--|--------------|----------|-------------------|
| <b>Philip H. Gennis (PGE)</b>      |            |  |              |          |                   |
| Fri                                | 06/09/2023 | Review and approve payables; email to Counsel confirming Receiver's HST Number and requesting obtaining of date for distribution and discharge hearing; email exchange with Counsel confirming that final utility readings were arranged; email exchange with Counsel regarding utility arrears added to tax roll  | 1.00         | \$525.00 | \$525.00          |
| Sat                                | 06/10/2023 | Email exchange with Counsel regarding distribution and discharge hearing;  | 0.25         | \$525.00 | \$131.25          |
| Mon                                | 06/12/2023 | Arranging for execution of closing documents; transmittal of executed closing documents; provision of wire transfer coordinates to Receiver's Counsel; responding to emails from principal of 2618 and listing broker; brief telephone discussion with Receiver's Counsel; Execution and transmittal of Receiver's Certificate; review and approve payables; all other tasks related to an orderly closing of the sale; emails to stakeholders confirming the closing; | 2.00         | \$525.00 | \$1,050.00        |
| Tues                               | 06/13/2023 | Email exchange with Counsel regarding next court date; discussions with Counsel for one secured creditor; review and approve payables;   | 0.50         | \$525.00 | \$262.50          |
| Wed                                | 06/14/2023 | Email to Kelly Avison regarding Carlo Colliia and follow-up telephone call in this regard;   | 0.25         | \$525.00 | \$131.25          |
| Fri                                | 06/16/2023 | Telephone discussion with Jack Frymer regarding proposed distribution formula; review of GL for file to begin analysis for distribution hearing;   | 1.75         | \$525.00 | \$918.75          |
| Mon                                | 06/19/2023 | Preliminary drafting of distribution analysis;   | 0.50         | \$525.00 | \$262.50          |
| Tues                               | 06/20/2023 | Email exchange with secured creditor; email requests re receiver's borrowing and pay-out balances on first and second mortgages; preliminary preparation of distribution analysis  | 0.50         | \$525.00 | \$262.50          |
| Wed                                | 06/21/2023 | Internal discussion with PA regarding payment of final accounts and preparation of SRD; receipt and review of email from Rick Goldberg providing pay out amounts for Receiver's borrowing; receipt and review of pay out statement from first mortgagee; telephone discussion with Jack Frymer regarding a component of the first mortgage pay out statement; receipt and review of first mortgage terms confirming late/missed payment charges;                       | 0.50         | \$525.00 | \$262.50          |
| Tues                               | 06/27/2023 | email exchange with agent for first mortgagee regarding timing of distribution; Preliminary preparation of proposed distribution analysis; email exchange with Counsel regarding apportionment of costs; preliminary analysis for purposes of distribution and discharge hearing; preliminary drafting of second report to Court;  | 0.75         | \$525.00 | \$393.75          |
| Fri                                | 06/30/2023 | General  | 1.40         | \$525.00 | \$735.00          |
| <b>Philip H. Gennis (PGE)</b>      |            |  | <b>12.15</b> |          | <b>\$6,378.75</b> |
| <b>Total for File ID AA2618-R:</b> |            |  | <b>22.15</b> |          | <b>\$9,159.75</b> |
| <b>Grand Total:</b>                |            |  | <b>22.15</b> |          | <b>\$9,159.75</b> |



# SPERGEL

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September 20, 2023

**Invoice #:** 12576

2618909 Ontario Limited

## Invoice

**RE: 2618909 Ontario Limited**

**FOR PROFESSIONAL FEES** for the period from July 1 to August 31, 2023.

|                                       | <b>Hours</b> | <b>Hourly Rate</b> | <b>Total</b>       |
|---------------------------------------|--------------|--------------------|--------------------|
| Philip H. Gennis, LL.B., CIRP, LIT    | 17.40        | \$525.00           | \$9,135.00         |
| Gillian Goldblatt, CPA, CA, CIRP, LIT | 0.30         | 425.00             | 127.50             |
| Mukul Manchanda, CPA, CIRP, LIT       | 0.10         | 495.00             | 49.50              |
| Eileen Sturge                         | 0.50         | 250.00             | 125.00             |
| Paula Amaral                          | 2.40         | 325.00             | 780.00             |
| Others                                | 1.70         | 166.18             | 282.50             |
| <b>Total Professional fees</b>        | <b>22.40</b> | <b>\$468.73</b>    | <b>\$10,499.50</b> |
| HST                                   |              |                    | 1,364.94           |
| Reimbursable Expenses                 |              |                    |                    |
| PPSA Search                           |              |                    | \$8.00             |
| <b>Total Reimbursable expenses</b>    |              |                    | <b>\$8.00</b>      |
| <b>Total</b>                          |              |                    | <b>\$11,872.44</b> |

HST Registration #R103478103

**(AA2618-R)**

## Filters Used:

- Time Entry Date: 1/1/1970 to 8/31/2023
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 9/20/2023

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**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                            | Date       | Memo   | B-Hrs       | B-Rate   | Amount          |
|--------------------------------|------------|--|-------------|----------|-----------------|
| <b>Eileen Sturge (EST)</b>     |            |  |             |          |                 |
| Tues                           | 07/18/2023 | Admin on file  | 0.50        | \$250.00 | \$125.00        |
|                                |            |  | <b>0.50</b> |          | <b>\$125.00</b> |
| <b>Gillian Goldblatt (GGO)</b> |            |  |             |          |                 |
| Thur                           | 07/06/2023 | Receipt and review of bank reconciliation.   | 0.10        | \$425.00 | \$42.50         |
| Tues                           | 07/18/2023 | review and approve disbursement.   | 0.10        | \$425.00 | \$42.50         |
| Fri                            | 08/04/2023 | Receipt and review of the bank statement.  | 0.10        | \$425.00 | \$42.50         |
|                                |            |  | <b>0.30</b> |          | <b>\$127.50</b> |
| <b>Haran Sivanathan (HSI)</b>  |            |  |             |          |                 |
| Thur                           | 07/13/2023 | General  | 0.60        | \$175.00 | \$105.00        |
| Tues                           | 08/29/2023 | Cheque/PAP/EFT's processing  | 0.50        | \$175.00 | \$87.50         |
|                                |            |  | <b>1.10</b> |          | <b>\$192.50</b> |
| <b>Inga Friptuleac (IFR)</b>   |            |  |             |          |                 |
| Mon                            | 07/31/2023 | Issue chqs, Deposits.  | 0.50        | \$150.00 | \$75.00         |
| Mon                            | 08/28/2023 | Deposit  | 0.10        | \$150.00 | \$15.00         |
|                                |            |  | <b>0.60</b> |          | <b>\$90.00</b>  |
| <b>Mukul Manchanda (MMA)</b>   |            |  |             |          |                 |
| Tues                           | 07/18/2023 | Email exchange with P. Gennis regarding the file.  | 0.10        | \$495.00 | \$49.50         |
|                                |            |  | <b>0.10</b> |          | <b>\$49.50</b>  |
| <b>Paula Amaral (PAM)</b>      |            |  |             |          |                 |
| Fri                            | 07/07/2023 | Access service providers and obtain final bills. Prepare requisitions and submit for approval.   | 1.00        | \$325.00 | \$325.00        |
| Tues                           | 07/11/2023 | Contact CRA regarding payroll trust exam. Discuss information on hand and schedule payroll trust exam. Receive final invoice for legal fees, prepare requisition and submit for approval.  | 0.70        | \$325.00 | \$227.50        |
| Mon                            | 08/21/2023 | Review payments made to date and determine if any payments are outstanding.  | 0.50        | \$325.00 | \$162.50        |
| Wed                            | 08/23/2023 | Prepare and file HST return.   | 0.20        | \$325.00 | \$65.00         |
|                                |            |  | <b>2.40</b> |          | <b>\$780.00</b> |
| <b>Philip H. Gennis (PGE)</b>  |            |  |             |          |                 |
| Tues                           | 07/04/2023 | Email exchange with second mortgagee; follow up telephone discussion with Counsel for second mortgagee; telephone status report to second mortgagee; email exchange with Counsel for Receiver regarding fee accrual and prospective court dates;   | 0.50        | \$525.00 | \$262.50        |
| Thur                           | 07/06/2023 | email from Counsel for mortgagees regarding consensus as to distribution; receipt and review of pay-out statements for both first and second mortgagees; telephone discussion with Counsel for mortgagees; email to Receiver's Counsel regarding request made by Counsel for mortgagees; assembly and forwarding of closing documentation to Counsel for both first and second mortgagees and Counsel for CEFL; finalizing report to Court save and except section on distribution and discharge; continued drafting of distribution analysis; | 2.50        | \$525.00 | \$1,312.50      |
| Fri                            | 07/07/2023 | Review and approve payables;   | 0.25        | \$525.00 | \$131.25        |
| Tues                           | 07/11/2023 | Internal email exchange regarding CRA trust audit;b review and approve payables;   | 0.25        | \$525.00 | \$131.25        |



## Filters Used:

- Time Entry Date: 1/1/1970 to 8/31/2023
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 9/20/2023

Page 2 of 3

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day                           | Date       | Memo  | B-Hrs        | B-Rate   | Amount            |
|-------------------------------|------------|---|--------------|----------|-------------------|
| <b>Philip H. Gennis (PGE)</b> |            |   |              |          |                   |
| Sat                           | 07/15/2023 | Internal emails regarding distribution and discharge motion; updating of distribution analysis; email exchange and telephone discussion with Receiver's Counsel regarding opinion on mortgage security and defective Bock security; email exchange with Counsel for mortgagees; telephone discussion with Jack Frymer regarding need for additional information;  | 1.25         | \$525.00 | \$656.25          |
| Sun                           | 07/16/2023 | Internal email regarding status of CRA deemed trust claim for unpaid payroll deductions; review and approve payable to Counsel; review of draft SRD;  | 0.50         | \$525.00 | \$262.50          |
| Mon                           | 07/17/2023 | Finalize draft distribution analysis; drafting Second Report in support of distribution and discharge motion; review of GL for receivership estate; receipt and review of pay-out statements for both first and second mortgagees; receipt and transmittal of ledger advances for first and second mortgages; telephone discussion with Counsel for mortgagees in this regard; telephone discussion with Receiver's     Counsel regarding opinion of mortgage security; email exchange with William Halkiw regarding AP with Health Canada; review and approve payable; follow-up email to CFO of Bhang regarding document request; | 4.00         | \$525.00 | \$2,100.00        |
| Tues                          | 07/18/2023 | Further drafting of Second Report; transmittal of Distribution Analysis to MM and Counsel for review and comment; email to Counsel for CEFL requesting pay-out statement for CEFL debt;   | 1.25         | \$525.00 | \$656.25          |
| Wed                           | 07/19/2023 | Email exchange and telephone discussion with Receiver's Counsel regarding draft distribution analysis; revise and finalize draft Distribution Analysis; transmittal of draft distribution analysis to Counsel for mortgagees and CEFL; email exchange with Counsel for mortgagees and Counsel for CEFL;   | 1.00         | \$525.00 | \$525.00          |
| Tues                          | 07/25/2023 | Email exchange with Receiver's Counsel;   | 0.65         | \$525.00 | \$341.25          |
| Mon                           | 07/31/2023 | Email exchange with Counsel regarding obtaining court date; telephone discussion with Counsel for CEFL following up request for pay-out statement and discussion with respect to possible consensus for interim distribution;   | 0.75         | \$525.00 | \$393.75          |
| Wed                           | 08/09/2023 | Email to Receiver's Counsel requesting confirmation of Court date; revisions to draft report; mortgage security opinion and status of discussions with Counsel for secured creditors regarding interim distribution with holdbacks; responding email from Counsel;  | 0.75         | \$525.00 | \$393.75          |
| Thur                          | 08/10/2023 | Email exchange with Sam Stern regarding update on distribution;   | 0.25         | \$525.00 | \$131.25          |
| Fri                           | 08/11/2023 | Email exchange with Counsel for CEFL; receipt and review of CEFL discharge statement;   | 0.50         | \$525.00 | \$262.50          |
| Wed                           | 08/16/2023 | Email exchange between Counsel for mortgagees and Receiver's Counsel regarding setting court date for interim distribution approval with agreed holdback;   | 0.25         | \$525.00 | \$131.25          |
| Sun                           | 08/20/2023 | Email to secured stakeholders regarding updated distribution analysis; telephone discussion with Counsel for CEFL; review of WIP and GL for file in advance of preparing updated analysis;  | 0.75         | \$525.00 | \$393.75          |
| Mon                           | 08/21/2023 | Review and approve payables; review of GL in advance of preparation of SRD for final report;  | 0.50         | \$525.00 | \$262.50          |
| Tues                          | 08/22/2023 | Email exchange with Samuel Stern providing update on distribution timeline;   | 0.25         | \$525.00 | \$131.25          |
| Wed                           | 08/23/2023 | Finalize updated Distribution Analysis and transmittal to secured stakeholders;   | 0.50         | \$525.00 | \$262.50          |
| Tues                          | 08/29/2023 | Email exchange and telephone discussion with Receiver's Counsel regarding upcoming hearings; forwarding creditor list to Counsel;   | 0.50         | \$525.00 | \$262.50          |
| Wed                           | 08/30/2023 | Email exchange with Receiver's Counsel;   | 0.25         | \$525.00 | \$131.25          |
| <b>Philip H. Gennis (PGE)</b> |            |   | <b>17.40</b> |          | <b>\$9,135.00</b> |

## MSGG - Detailed Time Dockets

## Filters Used:

- Time Entry Date: 1/1/1970 to 8/31/2023
- File ID: AA2618-R: to AA2618-R:
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 9/20/2023

Page 3 of 3

**File Name (ID): 2618909 Ontario Limited (AA2618-R:)**

| Day | Date | Memo | B-Hrs                       | B-Rate | Amount      |
|-----|------|------|-----------------------------|--------|-------------|
|     |      |      | Total for File ID AA2618-R: | 22.40  | \$10,499.50 |
|     |      |      | <b>Grand Total:</b>         | 22.40  | \$10,499.50 |

# “APPENDIX M”

Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

- and -

Applicant

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**FEE AFFIDAVIT**

I, **Shaun Parsons**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**

**AND SAY:**

1. I am an Associate with the law firm Reconstruct LLP ("**RECON**") and, as such, I have knowledge of the following matters. Where I have relied on information from others, I state the source of such information and verily believe it to be true.
2. On October 28, 2022, Msi Spergel Inc. ("**Spergel**") was appointed as the Receiver in the above proceedings (the "**Receiver**").
3. The Receiver retained RECON to advise regarding matters related to Spergel's appointment and the performance of its duties and powers.
4. RECON's fees and disbursements for the period of April 3, 2023 to August 30, 2023 are summarized in the invoices rendered to the Receiver (the "**Invoices**").

5. The Invoices are a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by RECON, and are based on its standard rates and charges.

6. The Invoices contain information and advice over which lawyer and client privilege is asserted. As a result, redacted copies of the Invoices are attached hereto and marked as **Exhibit "A"**. Copies of the complete Invoices have been provided to the Receiver and I am advised by the Receiver that they have been reviewed and consider the fees and disbursements fair and reasonable.

7. Attached hereto and marked as **Exhibit "B"** is a summary of the timekeepers whose services are reflected on the Invoices, including year of call and hourly rate, and the total fees and hours billed. The Billing Summary indicates an average hourly rate of \$449.51.

8. The total amount being claimed for the work performed by RECON for the period of April 3, 2023 to August 30, 2023 for which approval is being sought at this court is \$36,515.16, exclusive of HST.

9. This affidavit is sworn in support of the Receiver's motion for approval of its fees and disbursements, as well as those of its legal representatives, and for no other improper purpose.

**SWORN REMOTELY** by Shaun )  
 Parsons stated as being located in the )  
 City of Toronto in the Province of )  
 Ontario before me at the City of )  
 Toronto, in the Province of Ontario, this )  
 25th day of September 2023, in )  
 accordance with O. Reg 431/20, )  
 Administering Oath or Declaration )  
 Remotely. )

DocuSigned by:  
*Levi Rivers*  
BA31ECEA83114AC...

DocuSigned by:  
*Shaun Parsons*  
346A7F0699AE461...

---

A Commissioner for taking Affidavits.  
 Name: Levi Rivers, a Commissioner,  
 etc, Province of Ontario, for  
 Reconstruct LLP, Barristers  
 & Solicitors. Expires: Aug 22, 2025

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**SHAUN PARSONS**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE  
AFFIDAVIT OF SHAUN PARSONS SWORN  
BEFORE ME, THIS 25TH DAY OF  
SEPTEMBER, 2023

DocuSigned by:

*Levi Rivers*

---

A COMMISSIONER FOR TAKING  
AFFIDAVITS



**INVOICE**

Invoice # 495375  
 Date: 05/08/2023  
 Due On: 06/07/2023

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

msi Spergel Inc.  
 505 Consumers Road, Suite 200  
 North York, ON  
 M2J 4V8

**00227-msi Spergel Inc.**

**2618909 Ontario Inc. and Hypoint Company Limited**

| Date       | Description | Hours | Rate     | Total      | LP |
|------------|-------------|-------|----------|------------|----|
| 04/03/2023 | [REDACTED]  | 0.30  | \$385.00 | \$115.50   | SP |
| 04/04/2023 | [REDACTED]  | 1.70  | \$385.00 | \$654.50   | SP |
| 04/05/2023 | [REDACTED]  | 1.30  | \$385.00 | \$500.50   | SP |
| 04/06/2023 | [REDACTED]  | 0.60  | \$385.00 | \$231.00   | SP |
| 04/07/2023 | [REDACTED]  | 0.30  | \$385.00 | \$115.50   | SP |
| 04/10/2023 | [REDACTED]  | 2.20  | \$385.00 | \$847.00   | SP |
| 04/11/2023 | [REDACTED]  | 4.10  | \$385.00 | \$1,578.50 | SP |



Invoice # 495375 - 05/08/2023

|            |            |      |          |            |    |
|------------|------------|------|----------|------------|----|
| 04/11/2023 | [REDACTED] | 0.80 | \$650.00 | \$520.00   | CF |
| 04/12/2023 | [REDACTED] | 1.00 | \$385.00 | \$385.00   | SP |
| 04/13/2023 | [REDACTED] | 1.20 | \$385.00 | \$462.00   | SP |
| 04/14/2023 | [REDACTED] | 2.20 | \$385.00 | \$847.00   | SP |
| 04/17/2023 | [REDACTED] | 0.20 | \$385.00 | \$77.00    | SP |
| 04/18/2023 | [REDACTED] | 1.20 | \$385.00 | \$462.00   | SP |
| 04/20/2023 | [REDACTED] | 0.10 | \$385.00 | \$38.50    | SP |
| 04/24/2023 | [REDACTED] | 3.10 | \$385.00 | \$1,193.50 | SP |
| 04/25/2023 | [REDACTED] | 1.00 | \$385.00 | \$385.00   | SP |
| 04/27/2023 | [REDACTED] | 0.70 | \$385.00 | \$269.50   | SP |

**Quantity Subtotal 22.0**

| Time Keeper   | Hours | Rate     | Total      |
|---------------|-------|----------|------------|
| Caitlin Fell  | 0.8   | \$650.00 | \$520.00   |
| Shaun Parsons | 21.2  | \$385.00 | \$8,162.00 |

**Quantity Total 22.0**

**Subtotal \$8,682.00**

**Tax (13.0%) \$1,128.66**

**Total \$9,810.66**

**Payment (06/16/2023) -\$9,810.66**

**Balance Owning \$0.00**

## Detailed Statement of Account

### Current Invoice

| Invoice Number | Due On     | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 495375         | 06/07/2023 | \$9,810.66 | \$9,810.66        | \$0.00      |

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 495446  
Date: 06/08/2023  
Due On: 07/08/2023

200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON  
M5J 2J3  
T: 416.613.8280  
F: 416.613.8290

msi Spergel Inc.  
505 Consumers Road, Suite 200  
North York, ON  
M2J 4V8

**00227-msi Spergel Inc.**

**2618909 Ontario Inc. and Hypoint Company Limited**

**Services**

| Date       | Description | Hours | Rate     | Total      | LP |
|------------|-------------|-------|----------|------------|----|
| 05/02/2023 | [REDACTED]  | 0.60  | \$385.00 | \$231.00   | SP |
| 05/03/2023 | [REDACTED]  | 0.80  | \$385.00 | \$308.00   | SP |
| 05/04/2023 | [REDACTED]  | 2.40  | \$385.00 | \$924.00   | SP |
| 05/05/2023 | [REDACTED]  | 5.40  | \$385.00 | \$2,079.00 | SP |
| 05/05/2023 | [REDACTED]  | 2.10  | \$650.00 | \$1,365.00 | CF |
| 05/08/2023 | [REDACTED]  | 1.00  | \$385.00 | \$385.00   | SP |
| 05/09/2023 | [REDACTED]  | 0.70  | \$650.00 | \$455.00   | CF |

|            |            |      |          |                          |                   |  |
|------------|------------|------|----------|--------------------------|-------------------|--|
|            | [REDACTED] |      |          |                          |                   |  |
| 05/09/2023 | [REDACTED] | 1.60 | \$385.00 | \$616.00                 | SP                |  |
| 05/10/2023 | [REDACTED] | 1.30 | \$385.00 | \$500.50                 | SP                |  |
| 05/11/2023 | [REDACTED] | 0.90 | \$385.00 | \$346.50                 | SP                |  |
| 05/12/2023 | [REDACTED] | 2.50 | \$385.00 | \$962.50                 | SP                |  |
| 05/15/2023 | [REDACTED] | 0.20 | \$385.00 | \$77.00                  | SP                |  |
| 05/16/2023 | [REDACTED] | 0.30 | \$385.00 | \$115.50                 | SP                |  |
| 05/18/2023 | [REDACTED] | 0.30 | \$385.00 | \$115.50                 | SP                |  |
| 05/23/2023 | [REDACTED] | 0.10 | \$385.00 | \$38.50                  | SP                |  |
| 05/29/2023 | [REDACTED] | 0.10 | \$385.00 | \$38.50                  | SP                |  |
| 05/30/2023 | [REDACTED] | 0.20 | \$385.00 | \$77.00                  | SP                |  |
|            |            |      |          | <b>Quantity Subtotal</b> | <b>20.5</b>       |  |
|            |            |      |          | <b>Services Subtotal</b> | <b>\$8,634.50</b> |  |

**Expenses**

| Date       | Type       | Description | Quantity | Rate     | Total    | Total    |
|------------|------------|-------------|----------|----------|----------|----------|
| 05/10/2023 | [REDACTED] | [REDACTED]  | 1.00     | \$30.04  | \$30.04  | \$33.95  |
| 05/10/2023 | [REDACTED] | [REDACTED]  | 1.00     | \$30.04  | \$30.04  | \$33.95  |
| 05/11/2023 | [REDACTED] | [REDACTED]  | 1.00     | \$110.08 | \$110.08 | \$124.39 |

Invoice # 495446 - 06/08/2023

|            |            |            |      |          |          |          |
|------------|------------|------------|------|----------|----------|----------|
| 05/12/2023 | [REDACTED] | [REDACTED] | 1.00 | \$339.00 | \$339.00 | \$383.07 |
|------------|------------|------------|------|----------|----------|----------|

|                          |  |  |  |  |                 |
|--------------------------|--|--|--|--|-----------------|
| <b>Expenses Subtotal</b> |  |  |  |  | <b>\$509.16</b> |
|--------------------------|--|--|--|--|-----------------|

| <b>Time Keeper</b>          | <b>Hours</b> | <b>Rate</b> | <b>Total</b>        |
|-----------------------------|--------------|-------------|---------------------|
| Caitlin Fell                | 2.8          | \$650.00    | \$1,820.00          |
| Shaun Parsons               | 17.7         | \$385.00    | \$6,814.50          |
| <b>Quantity Total</b>       |              |             | <b>20.5</b>         |
| <b>Subtotal</b>             |              |             | <b>\$9,143.66</b>   |
| <b>Tax (13.0%)</b>          |              |             | <b>\$1,188.68</b>   |
| <b>Total</b>                |              |             | <b>\$10,332.34</b>  |
| <b>Payment (06/16/2023)</b> |              |             | <b>-\$10,332.34</b> |
| <b>Balance Owing</b>        |              |             | <b>\$0.00</b>       |

## Detailed Statement of Account

### Current Invoice

| <b>Invoice Number</b> | <b>Due On</b> | <b>Amount Due</b> | <b>Payments Received</b> | <b>Balance Due</b> |
|-----------------------|---------------|-------------------|--------------------------|--------------------|
| 495446                | 07/08/2023    | \$10,332.34       | \$10,332.34              | \$0.00             |

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 495505  
Date: 07/06/2023  
Due On: 08/05/2023

200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON  
M5J 2J3  
T: 416.613.8280  
F: 416.613.8290

msi Spergel Inc.  
505 Consumers Road, Suite 200  
North York, ON  
M2J 4V8

**00227-msi Spergel Inc.**

**2618909 Ontario Inc. and Hypoint Company Limited**

| Date       | Description | Hours | Rate     | Total    | LP |
|------------|-------------|-------|----------|----------|----|
| 06/05/2023 | [REDACTED]  | 1.10  | \$385.00 | \$423.50 | SP |
| 06/05/2023 | [REDACTED]  | 1.20  | \$650.00 | \$780.00 | LN |
| 06/06/2023 | [REDACTED]  | 1.00  | \$385.00 | \$385.00 | SP |
| 06/07/2023 | [REDACTED]  | 1.60  | \$385.00 | \$616.00 | SP |
| 06/07/2023 | [REDACTED]  | 0.70  | \$650.00 | \$455.00 | LN |
| 06/08/2023 | [REDACTED]  | 1.00  | \$385.00 | \$385.00 | SP |
| 06/08/2023 | [REDACTED]  | 0.70  | \$650.00 | \$455.00 | LN |
| 06/09/2023 | [REDACTED]  | 1.70  | \$385.00 | \$654.50 | SP |

|            |            |      |          |            |    |
|------------|------------|------|----------|------------|----|
|            | [REDACTED] |      |          |            |    |
| 06/09/2023 | [REDACTED] | 0.40 | \$650.00 | \$260.00   | LN |
| 06/09/2023 | [REDACTED] | 0.60 | \$650.00 | \$390.00   | CF |
| 06/12/2023 | [REDACTED] | 2.90 | \$385.00 | \$1,116.50 | SP |
| 06/12/2023 | [REDACTED] | 0.50 | \$650.00 | \$325.00   | CF |
| 06/13/2023 | [REDACTED] | 0.30 | \$385.00 | \$115.50   | SP |
| 06/14/2023 | [REDACTED] | 0.60 | \$385.00 | \$231.00   | SP |
| 06/15/2023 | [REDACTED] | 0.10 | \$385.00 | \$38.50    | SP |
| 06/27/2023 | [REDACTED] | 0.10 | \$385.00 | \$38.50    | SP |
| 06/30/2023 | [REDACTED] | 0.80 | \$385.00 | \$308.00   | SP |

**Quantity Subtotal 15.3**

| Time Keeper   | Hours | Rate     | Total      |
|---------------|-------|----------|------------|
| Caitlin Fell  | 1.1   | \$650.00 | \$715.00   |
| Le Nguyen     | 3.0   | \$650.00 | \$1,950.00 |
| Shaun Parsons | 11.2  | \$385.00 | \$4,312.00 |

**Quantity Total 15.3**

**Subtotal \$6,977.00**

**Tax (13.0%) \$907.01**

**Total \$7,884.01**

**Payment (07/19/2023) -\$7,884.01**

**Balance Owing \$0.00**

Invoice # 495505 - 07/06/2023

## Detailed Statement of Account

### Current Invoice

| Invoice Number | Due On     | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 495505         | 08/05/2023 | \$7,884.01 | \$7,884.01        | \$0.00      |

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001





**INVOICE**

Invoice # 495573  
Date: 08/09/2023  
Due On: 09/08/2023

200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON  
M5J 2J3  
T: 416.613.8280  
F: 416.613.8290

msi Spergel Inc.  
505 Consumers Road, Suite 200  
North York, ON  
M2J 4V8

**00227-msi Spergel Inc.**

**2618909 Ontario Inc. and Hypoint Company Limited**

| Date       | Description | Hours | Rate     | Total    | LP |
|------------|-------------|-------|----------|----------|----|
| 07/04/2023 | [REDACTED]  | 0.20  | \$385.00 | \$77.00  | SP |
| 07/06/2023 | [REDACTED]  | 0.20  | \$385.00 | \$77.00  | SP |
| 07/06/2023 | [REDACTED]  | 0.30  | \$650.00 | \$195.00 | CF |
| 07/12/2023 | [REDACTED]  | 0.40  | \$385.00 | \$154.00 | SP |
| 07/13/2023 | [REDACTED]  | 0.20  | \$385.00 | \$77.00  | SP |
| 07/14/2023 | [REDACTED]  | 0.50  | \$385.00 | \$192.50 | SP |
| 07/15/2023 | [REDACTED]  | 0.40  | \$385.00 | \$154.00 | SP |
| 07/18/2023 | [REDACTED]  | 0.60  | \$650.00 | \$390.00 | CF |
| 07/20/2023 | [REDACTED]  | 2.00  | \$385.00 | \$770.00 | SP |
| 07/31/2023 | [REDACTED]  | 0.40  | \$385.00 | \$154.00 | SP |

Invoice # 495573 - 08/09/2023

|            |            |      |          |          |    |
|------------|------------|------|----------|----------|----|
| 07/31/2023 | [REDACTED] | 0.50 | \$650.00 | \$325.00 | CF |
|------------|------------|------|----------|----------|----|

|                          |            |
|--------------------------|------------|
| <b>Quantity Subtotal</b> | <b>5.7</b> |
|--------------------------|------------|

| <b>Time Keeper</b> | <b>Hours</b>                | <b>Rate</b> | <b>Total</b>       |
|--------------------|-----------------------------|-------------|--------------------|
| Caitlin Fell       | 1.4                         | \$650.00    | \$910.00           |
| Shaun Parsons      | 4.3                         | \$385.00    | \$1,655.50         |
|                    | <b>Quantity Total</b>       |             | <b>5.7</b>         |
|                    | <b>Subtotal</b>             |             | <b>\$2,565.50</b>  |
|                    | <b>Tax (13.0%)</b>          |             | <b>\$333.52</b>    |
|                    | <b>Total</b>                |             | <b>\$2,899.02</b>  |
|                    | <b>Payment (08/24/2023)</b> |             | <b>-\$2,899.02</b> |
|                    | <b>Balance Owing</b>        |             | <b>\$0.00</b>      |

## Detailed Statement of Account

### Current Invoice

| <b>Invoice Number</b> | <b>Due On</b> | <b>Amount Due</b> | <b>Payments Received</b> | <b>Balance Due</b> |
|-----------------------|---------------|-------------------|--------------------------|--------------------|
| 495573                | 09/08/2023    | \$2,899.02        | \$2,899.02               | \$0.00             |

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 495637  
Date: 09/08/2023  
Due On: 10/08/2023

200 Bay Street, Suite 2305, P.O. Box 120  
Toronto, ON  
M5J 2J3  
T: 416.613.8280  
F: 416.613.8290

msi Spergel Inc.  
505 Consumers Road, Suite 200  
North York, ON  
M2J 4V8

**00227-msi Spergel Inc.****2618909 Ontario Inc. and Hypoint Company Limited**

| Date       | Description | Hours | Rate     | Total    | LP |
|------------|-------------|-------|----------|----------|----|
| 08/04/2023 | [REDACTED]  | 0.30  | \$385.00 | \$115.50 | SP |
| 08/04/2023 | [REDACTED]  | 0.20  | \$650.00 | \$130.00 | LN |
| 08/09/2023 | [REDACTED]  | 0.10  | \$385.00 | \$38.50  | SP |
| 08/09/2023 | [REDACTED]  | 0.70  | \$650.00 | \$455.00 | CF |
| 08/11/2023 | [REDACTED]  | 0.20  | \$385.00 | \$77.00  | SP |
| 08/15/2023 | [REDACTED]  | 0.40  | \$650.00 | \$260.00 | CF |
| 08/16/2023 | [REDACTED]  | 0.40  | \$385.00 | \$154.00 | SP |
| 08/16/2023 | [REDACTED]  | 0.40  | \$650.00 | \$260.00 | CF |
| 08/17/2023 | [REDACTED]  | 0.10  | \$385.00 | \$38.50  | SP |
| 08/23/2023 | [REDACTED]  | 1.60  | \$385.00 | \$616.00 | SP |

|            |            |      |          |                          |            |
|------------|------------|------|----------|--------------------------|------------|
| 08/29/2023 | [REDACTED] | 2.10 | \$385.00 | \$808.50                 | SP         |
| 08/30/2023 | [REDACTED] | 1.40 | \$385.00 | \$539.00                 | SP         |
| 08/30/2023 | [REDACTED] | 0.60 | \$650.00 | \$390.00                 | CF         |
|            |            |      |          | <b>Quantity Subtotal</b> | <b>8.5</b> |

| Time Keeper   | Hours | Rate     | Total                       |                    |
|---------------|-------|----------|-----------------------------|--------------------|
| Caitlin Fell  | 2.1   | \$650.00 | \$1,365.00                  |                    |
| Le Nguyen     | 0.2   | \$650.00 | \$130.00                    |                    |
| Shaun Parsons | 6.2   | \$385.00 | \$2,387.00                  |                    |
|               |       |          | <b>Quantity Total</b>       | <b>8.5</b>         |
|               |       |          | <b>Subtotal</b>             | <b>\$3,882.00</b>  |
|               |       |          | <b>Tax (13.0%)</b>          | <b>\$504.66</b>    |
|               |       |          | <b>Total</b>                | <b>\$4,386.66</b>  |
|               |       |          | <b>Payment (09/25/2023)</b> | <b>-\$4,386.66</b> |
|               |       |          | <b>Balance Owing</b>        | <b>\$0.00</b>      |

## Detailed Statement of Account

### Current Invoice

| Invoice Number | Due On     | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 495637         | 10/08/2023 | \$4,386.66 | \$4,386.66        | \$0.00      |

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

THIS IS **EXHIBIT "B"** REFERRED TO IN THE  
AFFIDAVIT OF SHAUN PARSONS SWORN  
BEFORE ME, THIS 25TH DAY OF  
SEPTEMBER, 2023

DocuSigned by:

*Levi Rivers*

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A COMMISSIONER FOR TAKING  
AFFIDAVITS

| <b>SUMMARY OF TIMEKEEPERS</b> |                     |                    |
|-------------------------------|---------------------|--------------------|
| <b>Legal Professional</b>     | <b>Year of Call</b> | <b>Hourly Rate</b> |
| Caitlin Fell                  | 2010                | \$650              |
| Le Nguyen                     | 2003                | \$650              |
| Shaun Parsons                 | 2019                | \$385              |

| <b>Billing Summary</b>                 |   |                    |
|--|---|--------------------|
| <b>April 3, 2023 – August 30, 2023</b> |   |                    |
|  | Total Hours for Caitlin Fell              | 16.3               |
|  | Total Professional Fees for Caitlin Fell  | \$10,595           |
|  | Total Hours for Shaun Parsons             | 60.6               |
|  | Total Professional Fees for Shaun Parsons | \$23,331           |
|  | Total Hours for Le Nguyen                 | 3.2                |
|  | Total Professional Fees for Le Nguyen     | \$2,080            |
|  | Total Hours                               | 80.1               |
|  | Average Hourly Rate                       | \$449.51           |
|  | Professional fees                         | \$36,006           |
|  | Disbursements                             | \$509.16           |
|  | <b>Sub-Total</b>                          | <b>\$36,515.16</b> |
|  | HST (13%)                                 | \$4,746.97         |
|  | <b>TOTAL PROFESSIONAL FEES</b>            | <b>\$41,262.13</b> |

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**Court File No. CV-22-00678808-00CL**

**THE HYPOINT COMPANY LIMITED et al.**

Applicant

Respondents

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

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**FEE AFFIDAVIT OF SHAUN PARSONS**

---

**RECONSTRUCT LLP**

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**Lawyers for the Receiver, msi Spergel, in its  
capacity as the court appointed Receiver of  
The Hypoint Company Limited and 2618909  
Ontario Limited.**



# “APPENDIX N”

**In the matter of the Receiverships of 2618909 Ontario Limited  
and The Hypoint Company Limited**

**Interim Statement of Receipts and Disbursements as at September 21, 2023**

|                                   |                        | <u>2618909</u>         | <u>Hypoint</u>       | <u>Hypoint</u>       |                        |               |
|-----------------------------------|------------------------|------------------------|----------------------|----------------------|------------------------|---------------|
|                                   |                        | Real Estate            | CEFL Assets          | Chattels             |                        |               |
|                                   |                        | 96.66%                 | 1.67%                | 1.67%                |                        |               |
| <b><u>Receipts</u></b>            |                        |                        |                      |                      |                        |               |
| Sale of Assets (Adjusted BDOC)    | \$ 6,001,556.26        | \$ 5,801,104.28        | \$ 100,225.99        | \$ 100,225.99        | \$ 6,001,556.26        | <b>Note 1</b> |
| HST Refunds                       | \$ 7,295.93            | \$ 7,052.25            | \$ 121.84            | \$ 121.84            | \$ 7,295.93            | <b>Note 1</b> |
| Interest to July 31, 2023         | \$ 40,108.38           | \$ 38,768.76           | \$ 669.81            | \$ 669.81            | \$ 40,108.38           |               |
| Receiver's Borrowing              | \$ 245,000.00          | \$ 236,817.00          | \$ 4,091.50          | \$ 4,091.50          | \$ 245,000.00          |               |
| Miscellaneous Refund              | \$ 10.00               | \$ 9.67                | \$ 0.17              | \$ 0.16              | \$ 10.00               |               |
|                                   | <u>\$ 6,293,970.57</u> | <u>\$ 6,083,751.96</u> | <u>\$ 105,109.31</u> | <u>\$ 105,109.30</u> | <u>\$ 6,293,970.57</u> |               |
| <b><u>Disbursements</u></b>       |                        |                        |                      |                      |                        |               |
| Filing Fees                       | \$ 72.82               | \$ 70.39               | \$ 1.22              | \$ 1.22              | \$ 72.82               |               |
| Ascend License Fees               | \$ 275.00              | \$ 265.82              | \$ 4.59              | \$ 4.59              | \$ 275.01              |               |
| HST Paid to date                  | \$ 66,492.19           | \$ 64,271.35           | \$ 1,110.42          | \$ 1,110.42          | \$ 66,492.19           |               |
| Appraisal Fees                    | \$ 8,000.00            | \$ -                   | \$ 5,000.00          | \$ 3,000.00          | \$ 8,000.00            | <b>Note 2</b> |
| Receivers Fees to August 31, 2023 | \$ 137,185.75          | \$ 107,906.75          | \$ 14,639.50         | \$ 14,639.50         | \$ 137,185.75          | <b>Note 3</b> |
| Legal Fees to August 31, 2023     | \$ 54,697.36           | \$ 52,870.47           | \$ 913.45            | \$ 913.45            | \$ 54,697.36           |               |
| Real Estate Commission            | \$ 270,000.00          | \$ 260,982.00          | \$ 4,509.00          | \$ 4,509.00          | \$ 270,000.00          |               |
| Insurance                         | \$ 77,610.96           | \$ 75,018.75           | \$ 1,296.10          | \$ 1,296.10          | \$ 77,610.96           |               |
| Travel                            | \$ 1,212.08            | \$ 1,171.60            | \$ 20.24             | \$ 20.24             | \$ 1,212.08            |               |
| Lock Changing                     | \$ 711.68              | \$ 687.91              | \$ 11.89             | \$ 11.89             | \$ 711.68              |               |
| Security                          | \$ 28,733.18           | \$ 27,773.49           | \$ 479.84            | \$ 479.84            | \$ 28,733.18           |               |
| Outside Bookkeeping               | \$ 1,732.50            | \$ -                   | \$ 866.25            | \$ 866.25            | \$ 1,732.50            | <b>Note 5</b> |
| Utilities                         | \$ 22,036.87           | \$ 21,300.84           | \$ 368.02            | \$ 368.02            | \$ 22,036.87           |               |
| Repairs and Maintenance           | \$ 8,282.92            | \$ 8,006.27            | \$ 138.32            | \$ 138.32            | \$ 8,282.92            |               |
| Realty Taxes                      | \$ 93,490.44           | \$ 93,490.44           | \$ -                 | \$ -                 | \$ 93,490.44           | <b>Note 6</b> |
|                                   | <u>\$ 770,533.75</u>   | <u>\$ 713,816.08</u>   | <u>\$ 29,358.84</u>  | <u>\$ 27,358.84</u>  | <u>\$ 770,533.76</u>   |               |
| <b>Surplus</b>                    | <u>\$ 5,523,436.82</u> | <u>\$ 5,369,935.88</u> | <u>\$ 75,750.47</u>  | <u>\$ 77,750.46</u>  | <u>\$ 5,523,436.82</u> |               |

1. Purchase price allocated as per Approved APS  
HST refunds are specific to each of the Debtor corporations.
2. Appraisal costs were solely applicable to the CEFL assets and the Hypoint chattels. Real estate appraisals were previously obtained by the mortgagees and letters of reliance were obtained by the Receiver.
3. Receiver's fees directly connected to the Hypoint assets were separately docketed and are reflected in this analysis.
4. The accrual for professional fees assumes that the Receiver and its Counsel will not be a participant in the priority dispute between the second mortgagees and CEFL. The accrual also assumes that no dispute is brought forward by Thomas Bock with respect to the position taken by the Receiver on his security, specifically, its invalidity.
5. Bookkeeping services were incurred solely with respect to Hypoint.
6. Realty taxes were not apportioned.

Dated at Toronto, Ontario September 21, 2023

**Msi Spergel Inc. Court-Appointed  
Receiver of 2618909 Ontario Limited  
and The Hypoint Company Limited**

*Philip H. Gennis*

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Philip H. Gennis  
Licensed Insolvency Trustee  
**E&OE**

# TAB 3

Court File No. CV-22-00678808-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

|                 |   |                              |
|-----------------|---|------------------------------|
| THE HONOURABLE  | ) | TUESDAY, THE 3 <sup>rd</sup> |
|                 | ) |                              |
| JUSTICE OSBORNE | ) | DAY OF OCTOBER, 2023         |

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**ORDER  
(Re Interim Distribution and Discharge)**

**THIS MOTION** made by **msi SPERGEL INC.**, (“**MSI**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) without security, of the undertaking, property and assets of the Hypoint Company Limited and 2618909 Ontario Limited (collectively, the “**Debtors**”), for the relief set out in the Notice of Motion dated September 26, 2023, was heard by judicial videoconference.

**ON READING** the Motion Record of the Receiver, and the Second Report of the Receiver dated September 26, 2023 (the “**Second Report**”), the Affidavit of Philip Gennis sworn September 21, 2023 (the “**msi Fee Affidavit**”), the Affidavit of Shaun Parsons sworn September 25, 2023 (the “**RECON Fee Affidavit**”), and on hearing the submissions of counsel for the Receiver and any such other party as was present, no

one appearing for any other person on the service list, although properly served as evidenced by the affidavit of Shaun Parsons sworn September 1, 2023, filed.

### **SERVICE**

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service hereof.

### **APPROVAL OF ACTIVITIES**

2. **THIS COURT ORDERS** that the Second Report and the actions and activities of the Receiver and the Statement of Receipts and Disbursements of the Receiver as described in the Second Report are hereby approved provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

### **APPROVAL OF FEES**

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Reconstruct LLP, as set out in the Second Report, the msi Fee Affidavit, and the RECON Fee Affidavit are hereby approved.

### **INTERIM DISTRIBUTION**

4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to make distributions (collectively, the “**Interim Distribution**”) in payment of the following, subject to paragraph 5 below:

- (a) Amounts owing to Canada Revenue Agency in satisfaction of its Deemed Trust Priority Claim for unpaid source deductions regarding The Hypoint Company Limited;
- (b) Amounts owing to Richard Goldberg in the amount of \$245,000, together with interest thereon from the date of advance to the date of payment, in satisfaction of the Receiver’s Borrowings Charge;

- (c) Amounts owing to Bruce Lubelsky as first mortgagee in the amount of \$1,300,000.00 plus interest thereon and associated legal fees; and
- (d) Amounts owing to Delrin Investments Inc., Samuel Stern, Harvey Kessler, and Richard Goldberg in the amount of \$2,750,347.29.

5. **THIS COURT ORDERS** that the Interim Distribution shall not constitute a “distribution” for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario), section 159 of the *Income Tax Act*, section 270 of the *Excise Tax Act* (Canada), section 86 of the *Employment Insurance Act (Canada)*, or any other similar applicable federal, provincial or territorial tax legislation (collectively, the “**Tax Statutes**”), the Receiver is hereby empowered to, after sixty days of this Order, make the Interim Distribution without a tax clearance certificate or comfort letter from the Canada Revenue Agency (“**Tax Clearance Certificate**”). The Receiver shall not be liable in its personal or corporate capacity for making a distribution prior to receiving a Tax Clearance Certificate and the Receiver, in making the Interim Distribution, is merely a disbursing agent and is not exercising any discretion in making the Interim Distribution, and no person is “distributing” such funds for the purpose of the Tax Statutes, and the Receiver shall not incur any liability under the Tax Statutes in respect of the Interim Distribution and the Receiver is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect or as a result of the Interim Distribution made by it in accordance with this Order and any claims of this nature are hereby forever barred.

## **DISCHARGE**

6. **THIS COURT ORDERS** that, effective upon the filing of the Receiver of a certificate (the “**Discharge Certificate**”) in the form attached hereto as Schedule “A”, confirming the completion of the terms and conditions of its discharge have been met, as set out in the Second Report, the Receiver shall be discharged as receiver of all property, assets and undertakings of the Company, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the

performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stay of proceedings in favour of MSI in its capacity as Receiver.

7. **THIS COURT ORDERS** that, prior to the filing of the Discharge Certificate, the Receiver is hereby authorized and directed, but not required, to file an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act* for and on behalf of the Hypoint Company Limited and to take any such steps incidental thereto.

8. **THIS COURT ORDERS AND DECLARES** that MSI is hereby released and discharged from any and all liability that MSI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of MSI while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, MSI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

#### **GENERAL**

8. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.



**Schedule “A” – Form of Receiver’s Certificate**

Court File No. CV-21-00661434-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN EQUIPMENT FINANCE AND LEASING INC.**

Applicant

- and -

**THE HYPOINT COMPANY LIMITED, 2618905 ONTARIO LIMITED, 2618909  
ONTARIO LIMITED, BEVERLEY ROCKLIFFE, and CHANTAL BOCK**

Respondents

**RECEIVER’S DISCHARGE CERTIFICATE****RECITALS**

A Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (the “**Court**”) dated October 28, 2022, msi Spergel inc. was appointed as the receiver and receiver and manager (the “**Receiver**”) of the undertaking, property and assets of the Hypoint Company Limited and 2618909 Ontario Limited (collectively, the “**Debtors**”).

B Pursuant to an Order of the Court dated October 3, 2023, the Court approved the discharge of the Receiver to become effective upon the filing by the Receiver of a certificate certifying that all outstanding matters in respect of the receivership proceeding have been completed.

**THE RECEIVER CERTIFIES** the following:

1. All outstanding matters in respect of the receivership proceeding, including but not limited to those set out in the Second Report of the Receiver dated September 26, 2023, have been completed; and
2. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

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

Per:

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

Title:

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**THE HYPPOINT COMPANY LIMITED et al.**

Applicants

Respondents

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**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

*Proceedings commenced at Toronto*

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**ORDER  
(Distribution and Discharge)**

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**RECONSTRUCT LLP**

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**Lawyers for the Receiver, msi Spergel,  
in its capacity as the court appointed  
Receiver of The Hypoint Company  
Limited and 2618909 Ontario Limited.**

**CANADIAN EQUIPMENT FINANCE AND  
LEASING INC.**

and

**Court File No. CV-22-00678808-00CL**

**THE HYPPOINT COMPANY LIMITED et al.**

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**MOTION RECORD**

**RECONSTRUCT LLP**

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**Lawyers for the Receiver, msi Spergel, in its  
capacity as the court appointed Receiver of  
The Hypoint Company Limited and 2618909  
Ontario Limited.**