

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

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

**MOTION RECORD**

**September 24, 2026**

**SPETTER ZEITZ KLAIMAN PC**  
Barristers and Solicitors  
100 Sheppard Avenue East, Suite 850  
Toronto, Ontario M2N 6N5  
Tel.: (416) 789-0652  
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**JAMES S. QUIGLEY**  
LSO No. 42924B  
Email: [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)

Lawyers for the Receiver, msi Spergel Inc.

**TO: THIS HONOURABLE COURT**

**AND TO: SERVICE LIST**

## SERVICE LIST

|                |                                                                                                                                                                                                                      |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b>     | <b>THE BANK OF NOVA SCOTIA</b><br>c/o Harrison Pensa LLP<br>130 Dufferin Avenue, Suite 1101<br>London, Ontario N6A 5R2<br>Attn: Melinda Vine<br><a href="mailto:mvine@harrisonpensa.com">mvine@harrisonpensa.com</a> |
| <b>AND TO:</b> | <b>CAMERON PARTNERS LTD.</b><br>670 Cameron Avenue<br>Windsor, Ontario N9B 1Z1<br><a href="mailto:Patrick.investor@gmail.com">Patrick.investor@gmail.com</a>                                                         |
| <b>AND TO:</b> | <b>DORIS LEUNG</b><br>93 Plum Tree Circle<br>Markham, Ontario L69 1V9                                                                                                                                                |
| <b>AND TO:</b> | <b>PATRICK LEUNG</b><br>1808-5189 Gaston Street<br>Vancouver, Ontario V5R 6C7<br><a href="mailto:Patrick.investor@gmail.com">Patrick.investor@gmail.com</a>                                                          |
| <b>AND TO:</b> | <b>CITY OF WINDSOR</b><br>400 City Hall Square East, Suite 201<br>Windsor, Ontario N9A 7K6<br><a href="mailto:sstrosberg@citywindsor.ca">sstrosberg@citywindsor.ca</a>                                               |
| <b>AND TO:</b> | <b>1212279 B.C. LTD.</b><br>564 24 <sup>th</sup> Avenue West<br>Vancouver, Ontario V5Z 2B4<br><a href="mailto:e.soon@live.com">e.soon@live.com</a>                                                                   |
| <b>AND TO:</b> | <b>INDCOM LEASING INC.</b><br>5061 Ure Street<br>Oldcastle, Ontario N0R 1L0<br><a href="mailto:support@indcomleasing.com">support@indcomleasing.com</a>                                                              |
| <b>AND TO:</b> | <b>DEPARTMENT OF JUSTICE (CANADA)</b><br>Ontario Regional Office<br>120 Adelaide Street West, Suite 400<br>Toronto, Ontario M5H 1T1                                                                                  |

|                |                                                                                                                                                                                                                    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Email: <a href="mailto:AGC_PGC_Toronto.Lead-DCECJ@justice.gc.ca">AGC_PGC_Toronto.Lead-DCECJ@justice.gc.ca</a>                                                                                                      |
| <b>AND TO:</b> | <b>MINISTRY OF FINANCE</b><br><b>INSOLVENCY UNIT</b><br>6 <sup>th</sup> Floor, 33 King Street West<br>Oshawa, Ontario L1H 8H5<br>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a> |
| <b>AND TO:</b> | <b>CANADA REVENUE AGENCY</b><br>1 Front Street West<br>Toronto, Ontario M5J 2X6<br>Email: <a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a>                   |

**ONTARIO**  
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**I N D E X**

| <b>Tab</b> | <b>Document</b>                                                                  |
|------------|----------------------------------------------------------------------------------|
| <b>A.</b>  | <b>Notice of Motion dated September 24, 2026</b>                                 |
| <b>B.</b>  | <b>Second Report of the Receiver dated September 15, 2026</b>                    |
| 1.         | <b>Appendix “1”</b> – Order of Justice T. Heeney dated April 8, 2025             |
| 2.         | <b>Appendix “2”</b> – First Report of the Receiver dated January 16, 2026        |
| 3.         | <b>Appendix “3”</b> – Endorsement of Justice Bezaire dated February 24, 2026     |
| 4.         | <b>Appendix “4”</b> – Sale Approval and Vesting Order dated February 24, 2026    |
| 5.         | <b>Appendix “5”</b> – Ancillary Order of Justice Bezaire dated February 24, 2026 |
| 6.         | <b>Appendix “6”</b> – Charge Registered as CE927226 on January 8, 2020           |

| Tab | Document                                                                                                |
|-----|---------------------------------------------------------------------------------------------------------|
| 7.  | <b>Appendix “7”</b> – Email Correspondence between Receiver’s Counsel and Representatives of 1212       |
| 8.  | <b>Appendix “8”</b> – Company Summary of 1212279 B.C. Ltd.                                              |
| 9.  | <b>Appendix “9”</b> – Mortgage Payout Statement for 1212 Mortgage                                       |
| 10. | <b>Appendix “10”</b> – Indcom Payout Statement                                                          |
| 11. | <b>Appendix “11”</b> – Receiver’s Interim Statement of Receipts and Disbursements as of August 31, 2026 |
| C.  | <b>Draft Order</b>                                                                                      |

TAB A

Court File No. CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

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

**NOTICE OF MOTION**

**MSI SPERGEL INC.** (“**Spergel**”), in its capacity as the court-appointed receiver and manager (in such capacities, the “**Receiver**”), without security, of all the assets, undertakings and properties of Cameron Partners Ltd. (the “**Debtor**”) acquired for, or used in relation to business carried on by the Debtor, by Order of the Ontario Superior Court of Justice dated April 8, 2025, will make a motion to a judge presiding over the Ontario Superior Court of Justice at Windsor, Ontario on October 6, 2026, at 10:00 a.m., or as soon after that time as the motion can be heard.

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

- ☐ In writing under subrule 37.12.1(1) because it is *(insert one of 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: Court House, 245 Windsor Ave, Windsor, Ontario

**THE MOTION IS FOR:**

1. An Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver or an Order dispensing with service thereof;
2. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:
  - (a) approving the Second Report of the Receiver dated September 15, 2026 (the “**Second Report**”), and the actions, activities, and conduct of the Receiver described therein;
  - (b) approving the Receiver’s Interim Statement of Receipts & Disbursements to August 31, 2026; and,
  - (c) approving the Receiver’s proposed distribution and authorizing the distribution of funds according to same;

- (d) increasing the Fee Accrual set out at paragraph 32 of the First Report previously approved by the Ancillary Order of Justice Bezaire dated February 24, 2026 to \$300,000;
  - (e) approving the discharge of the Receiver subject to the Receiver filing a Discharge Certificate;
  - (f) releasing Spergel from any and all liability;
  - (g) granting leave to Spergel to file an assignment in bankruptcy on behalf of the Debtor; and
  - (h) granting leave to Spergel to act as the trustee in bankruptcy of the Debtor.
3. Such further and other relief as required in the circumstances and this Honorable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

**The Appointment Order**

4. Pursuant to Order of the Honourable Justice T. Heeney dated April 8, 2025 (the “**Appointment Order**”), the Receiver was appointed receiver and manager, without security, of all the assets, undertakings, and properties of the Debtor, including the Real Property (as defined below).
5. The Bank of Nova Scotia (“**BNS**”) brought the application for the Appointment Order. The Debtor is indebted to BNS as of March 2, 2026 is \$953,059.58, not including

professional fees (together with accruing interest and costs, the “**Indebtedness**”).

### **Sale of the Real Property**

6. The Debtor was, until March 23, 2026, the owner of the real property municipally described as 670 Cameron Avenue in Windsor, Ontario (the “**Real Property**”) upon which is located a three-storey residential apartment building.
7. The Real Property was the only significant asset of the Debtor.
8. The Indebtedness of BNS was, until March 23, 2026, secured by a first mortgage (the “**BNS First Mortgage**”) on the Real Property.
9. Title to the Real Property was also encumbered by a second mortgage in favour of 1212279 B. C. Ltd (the “**121 Second Mortgage**”) and a Notice of Security Interest in favour of Interest from Indcom Leasing Inc. (the “**NOSI**”). Both the 121 Second Mortgage and the NOSI ranked after BNS in priority.
10. On February 24, 2026, the Receiver obtained the Approval and Vesting Order of Justice Bezaire (the “**AVO**”) which, *inter alia*, approved the sale of the Real Property and vested title in the name of the new owner.
11. On March 23, 2026 (the “**Transfer Date**”), the Real Property was conveyed to 670 Cameron Holdings Limited (the “**Purchaser**”) by an Application for Vesting Order registered as Instrument No. CE1270103 in Essex Land Registry Office (No. 12) which attached the AVO.
12. As a result of the transfer of the Real Property to the Purchaser on March 23, 2026 and

the terms of the AVO, the BNS First Mortgage, the 121 Second Mortgage, and the NOSI were deleted and expunged from title to the Real Property.

13. The Purchaser paid the sum of \$2,255,000.00 (before standard adjustments for rent and realty taxes) to the Receiver for title to the Real Property.
14. From the proceeds of the sale of the Real Property, the Receiver paid BNS all amounts owing to it, including the Indebtedness. As a result, BNS is no longer a creditor of the Debtor.
15. As of August 31, 2026, the Receiver holds the sum of \$875,106.92 in trust, which includes the net sales proceeds from the sale of the Real Property, rental income, accrued interest and other amounts.

#### **Approval of Activities as Set Out in the Second Report**

16. In the Second Report, the Receiver has included a detailed description of its activities since the delivery of the First Report.
17. The Receiver's activities as set out in the Second Report are fair and reasonable and ought to be approved.
18. Additionally, the Receiver seeks an increase in the Fee Accrual approved by the Ancillary Order of Justice Bezaire dated February 24, 2026 to \$300,000.

#### **Distribution of Proceeds**

19. The Receiver seeks approval of its distribution of funds to date, as set out in its Statement of Receipts and Disbursements to as at August 31, 2026.

20. The Receiver also proposes to distribute funds due and owing under the 121 Second Mortgage and the NOSI.
21. All potential creditors will be provided with notice of this motion, including the Canada Revenue Agency, and the priorities and amounts secured can be determined through the participation of creditors.

### **Assignment in Bankruptcy**

22. Due to the uncertainty with respect to amounts owing to creditors, Spergel ought to be permitted to assign the Debtor into bankruptcy and to act as the estate trustee.

### **Further Requirements and Discharge**

23. The Receiver's administration of these proceedings is substantially complete other than, and subject to, this Court granting the relief sought herein, the following:
  - (a) paying of the final accounts of the Receiver and SZK; and
  - (b) distributing the net proceeds as directed by the Court.
24. The Receiver is respectfully requesting that this Court approve the discharge of Spergel as Receiver and thereupon releasing Spergel from any and all liability upon the filing with the Court of the Discharge Certificate.

### **Other Grounds**

25. As contained in the Second Report.

26. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.

27. Such further and other grounds as the lawyers may advise.

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

- (a) The First Report and the Second Report;
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

DATE: September 24, 2026

**SPETTER ZEITZ KLAIMAN PC**  
Barristers & Solicitors  
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Toronto, Ontario M2N 6N5

**JAMES S. QUIGLEY**  
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Tel: (416) 789-0659  
Email: [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)

Lawyers for the Receiver,  
msi Spergel inc.

**TO: THIS HONOURABLE COURT**

**AND TO: THE SERVICE LIST**

**THE BANK OF NOVA SCOTIA**

Applicant

-and-

**CAMERON PARTNERS LTD.**

Respondent

Court File No.: CV-25-00034491-0000

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
WINDSOR

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**NOTICE OF MOTION**

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**SPETTER ZEITZ KLAIMAN PC**  
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Lawyers for the Receiver,  
msi Spergel inc.

TAB B

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**THE BANK OF NOVA SCOTIA**

**Applicant**

**and**

**CAMERON PARTNERS LTD.**

**Respondents**

**SECOND REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
CAMERON PARTNERS LTD.**

**SEPTEMBER 15, 2026**

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## **APPENDICES**

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3. Endorsement of Justice Bezaire dated February 24, 2026
4. Sale Approval and Vesting Order dated February 24, 2026
5. Ancillary Order of Justice Bezaire dated February 24, 2026
6. Copy of the 1212 Mortgage
7. Copy of the email exchanges between Receiver's Counsel and representatives of  
1212
8. BC Company Summary with respect to 1212
9. Mortgage payout Statements with respect to the 1212 mortgage
10. Copy of Indcom payout statement
11. Receiver's Interim Statement of Receipts and Disbursements as at August 31,  
2026

## **I. APPOINTMENT AND BACKGROUND**

1. This Second 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 Cameron Partners Ltd. (“**Cameron**” or the “**Debtor**”).
2. Cameron is a privately owned corporation incorporated under the laws of British Columbia carrying on business as a real property holding company which operated a three-story apartment building from owned real property, municipally known as 670 Cameron Avenue, Windsor, Ontario, and legally described as Lot 41, Plan 454 Windsor; Lot 42 Plan 454 Windsor; Part Lot 40, Plan 454 Windsor; Part Lane Plan 454 Windsor closed by R321998; Part 1 12R3385; Windsor (PIN01205-0194 LT) (the “**Real Property**”).
3. On February 11, 2025, The Bank of Nova Scotia (“**BNS**” or the “**Bank**”), a secured creditor of the Debtor moved by way of application in the Ontario Superior Court of Justice (the “**Court**”) for a Court Order appointing Spergel as Receiver of all of the assets, undertakings, and properties, including the Real Property (collectively, the “**Property**”) of the Debtor.
4. The Bank’s application was heard on April 8, 2025, at which time the Honourable Justice T. Heeney granted an Order appointing Spergel as Receiver of the Property of the Debtor (the “**Receivership Order**”). Attached to this Second Report as **Appendix “1”** is a copy of the Receivership Order.
5. Pursuant to the Receivership Order, the Receiver retained the services of Spetter Zeitz Klaiman as the Receiver’s independent Counsel (the “**Receiver’s Counsel**”).
6. Further to the provisions of the Receivership Order, the Receiver caused to be filed its First Report dated January 16, 2026 (the “**First Report**”) in support of its motion, *inter alia*, for approval of the sale of the Real Property as well as other ancillary relief. Attached to this Second Report as **Appendix “2”** is a copy of the First Report without appendices.
7. At a hearing held before the Honourable Justice Bezaire on February 24, 2026 (the “**February 24<sup>th</sup> Hearing**”), the relief sought by the Receiver was granted. Attached

to this Second Report as **Appendix “3”** is a copy of the Endorsement of Justice Bezaire dated February 24, 2026 (the **“February 24<sup>th</sup> Endorsement”**). Attached to this Second Report as **Appendices “4” and “5”, respectively**, are copies of the Sale Approval and Vesting Order and the Ancillary Order granted pursuant to the February 24<sup>th</sup> Endorsement.

## **II. PURPOSE OF THIS SECOND REPORT AND DISCLAIMER**

8. The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver since the February 24<sup>th</sup> Hearing and to seek Orders from this Court:
  - i. approving this Second Report and the actions and activities of the Receiver, as described herein and 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 the approval of this Second Report;
  - ii. approving the Receiver’s Interim Statement of Receipts and Disbursements as at July 31, 2026;
  - iii. authorizing the Receiver to make a distribution to 1212279 B.C. Ltd., in the amount of \$216,000.00 plus simple interest monthly thereon at the rate of 12.0% from June 1, 2026, to and including the date of payment in full and final satisfaction of its registered second mortgage on the Real Property;
  - iv. authorizing the Receiver to make a distribution to Indcom Leasing Inc., in the amount of \$4,953.67 in full and final satisfaction of its valid and enforceable Notice of Security Interest registered against the Real Property;
  - v. authorizing the Receiver to file an Assignment in Bankruptcy on behalf of the Debtor and to act as Trustee of the Bankrupt estate;
  - vi. effective upon filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, discharging Spergel as Receiver and granting certain ancillary relief in relation thereto; and

- vii. such further and other relief as the Receiver's Counsel may advise and the Court deems just.

**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 Second Report for any other purpose.
- 10. In preparing this Second Report, the Receiver has relied upon certain information provided to it by management. 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 form of assurance with respect to such information.
- 11. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

**III. RECEIVER'S ACTIVITIES**

- 12. Since the February 24<sup>th</sup> Hearing, the Receiver has been engaged with the following:
  - a) closing the sale of the Real Property;
  - b) arranging for payment of all expenses attendant upon the sale of the Real Property including but not limited to real estate commission, property taxes, final utility bills, final invoices for repairs and maintenance and all approved professional fees and disbursements;
  - c) distribution to the Bank of Nova Scotia of the full amount of its first mortgage on the Real Property as approved by this Honourable Court;
  - d) as advised in the First Report, the Receiver undertook to conduct with Receiver's Counsel a fulsome review of the mortgage security held by 1212279

B.C. Ltd., and the Notice of Security Interest in favor of Indcom Leasing Ltd., and registered against the title to the Real Property;

**IV. MORTGAGE SECURITY HELD BY 1212279 B.C. LTD. (“1212”)**

13. As previously reported, 1212 has a registered second mortgage on the Real Property (the “**1212 Mortgage**”). The 1212 mortgage is an interest-only mortgage. Attached to this Second Report as **Appendix “6”** is a copy of the 1212 Mortgage.
14. Based upon the opinion of Receiver’s Counsel, the 1212 Mortgage is in fact a valid and enforceable encumbrance on the title to the Real Property securing the registered principal balance together with interest thereon at the specified rate of interest, which mortgage was vested out on the issuance of the Sale Approval and Vesting Order.
15. As a result, the Receiver, through its Counsel, undertook extensive efforts to obtain a consensual quantification of the proper payout balance owing under the 1212 Mortgage. Attached to this Second Report as **Appendix “7”** are copies of the email exchanges between Receiver’s Counsel and legal and other representatives of 1212. Despite these efforts, a consensual quantification could not be reached.
16. The Receiver is concerned that it may not be dealing with the correct individual who controls 1212. The B.C. Company Summary for 1212 obtained from BC Registry Services (attached hereto as **Appendix “8”**) states that Ping Huang is the sole director of the corporation and that there are no officers listed. However, the Receiver has only been able to communicate with an individual named Edwin Soon, who claims to be the owner of 1212. A letter was mailed by Receiver’s counsel addressed to Pin Huang but no response was received. Accordingly, the Receiver is wary to deliver funds to Edwin Soon without Court approval.
17. Having reviewed the mortgage payout statement provided by Counsel and other representatives for 1212, the Receiver takes the position that the sum due under the 1212 Mortgage is limited to the principal balance specified in the registered mortgage document, being \$200,000.00 together with simple interest thereon for the 8 months ending May 31, 2026, in the amount of \$16,000.00 plus further

interest at the same monthly rate to and including the date of repayment. Attached to this Second Report as **Appendix “9”** is a copy of the most recent mortgage payout documents provided with respect to the 1212 Mortgage.

18. The Receiver disputes the claim of 1212 to additional advances over and above the principal balance specified in the 1212 Mortgage and seeks the direction of this Honourable Court in this regard.

#### **V. THE INDCOM LEASING INC. NOTICE OF SECURITY INTEREST**

19. In addition to the above, there is a Notice of Security Interest in favor of Indcom Leasing Inc. (the “**Indcom NOSI**”) registered on the title to the Real Property which security interest was vested out by the Sale Approval and Vesting Order.
20. Counsel for the Receiver has provided an opinion that the Indcom NOSI is valid and enforceable on its terms and accordingly, the Receiver seeks the approval of this Honourable Court to pay to Indcom Leasing Inc., the sum of \$4,953.67 in full and final satisfaction of the Indcom NOSI. Attached to this Second Report as **Appendix “10”** is a copy of the payout statement provided to the Receiver by Indcom Leasing Inc.

#### **VI. OTHER SECURED CLAIMS**

21. The Receiver has communicated with Canada Revenue Agency (“**CRA**”) with respect to the Debtor. As of the date of this Second Report, CRA has not filed any trust claims with respect to the Debtor.
22. In addition, the Receiver has not been provided with trust claims under the *Wage Earner Protection Plan Act* (“**WEPPA**”).

## **VII. THE NEED FOR A BANKRUPTCY**

23. Given the likelihood that there will be a surplus on hand after payment of the 1212 Mortgage and the Indcom NOSI, the Receiver seeks an Order granting it the power to file an Assignment in Bankruptcy on behalf of the Debtor as such is the only means of distributing these surplus funds to unsecured creditors.
24. In the event that the relief sought by the Receiver herein is granted by this Honourable Court, 1212 will be able to file an unsecured claim in the bankruptcy and subject to a determination by the Trustee as to the validity of such claim, will be entitled to share in any distribution made in the bankruptcy proceedings should same be approved by this Honourable Court.

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

25. Attached to this Second Report as **Appendix "11"** is a copy of the Receiver's Interim Statement of Receipts and Disbursements as at August 31, 2026.

## **IX. PROFESSIONAL FEES AND DISBURSEMENTS**

26. Further to the Ancillary Order of the Honourable Justice Bezaire, a fee accrual in the amount of \$200,000 plus disbursements and HST was approved, provided that there was no opposition to the relief sought by the Receiver in its First Report.
27. Since the February 24<sup>th</sup> the professional fees and disbursements of the Receiver and its Counsel have not exhausted the fee accrual. That having been said, given the likelihood of an opposition to the relief being sought by the Receiver herein, the Receiver requests that the fee accrual be increased to \$300,000.00.

**X. PROPOSED FINAL DISTRIBUTION**

28. And Based on the foregoing, after payment of the fees and disbursements of the Receiver and its Counsel from the fee accrual previously approved by this Honourable Court, the Receiver is proposing to make a final distribution as follows (the “**Proposed Final Distribution**”):

- i) to 1212 in the amount of \$216,000.00 plus interest from June 1, 2026, to and including the date of payment, in full and final satisfaction of its mortgage on the Real Property;
- ii) to Indcom Leasing Inc., in the amount of \$4,953.67 in full and final satisfaction of the Indcom NOSI; the Corporation of the City of Windsor for all property tax arrears; and
- iii) the remainder to msi Spergel inc., in its capacity as the proposed Trustee-in-Bankruptcy of the Debtor.

**Xi. DISCHARGE OF THE RECEIVER**

29. The Receiver seeks an Order from this Court approving its activities and conduct described in this Second Report and upon the Receiver filing a Certificate with the Court confirming that it has completed the administration of this receivership proceeding, that Spergel be discharged and released from any and all liability that it has now or may hereafter have by reason of or in any way arising out of the acts or omissions of Spergel while acting in its capacity as receiver herein, save and except for any gross negligence or willful misconduct on the part of the Receiver.

## **XII. RECOMMENDATION**

30. Based on the foregoing, the Receiver respectfully recommends that the Court grant the relief sought by the Receiver detailed in this Second Report.

All of which is respectfully submitted.

Dated at Toronto, Ontario this 15<sup>th</sup> day of September 2026.

**msi Spergel inc.  
solely in its capacity as the Court-appointed  
Receiver of the Debtor and not in its personal  
or corporate capacities**

Per: *Philip H. Gennis*

---

Philip H. Gennis, JD., CIRP, LIT  
Licensed Insolvency Trustee

# APPENDIX “1”

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.

)

TUESDAY, THE 8TH

JUSTICE T. HEENEY

)

DAY OF APRIL, 2025

)



**THE BANK OF NOVA SCOTIA**

Applicant

- and -

**CAMERON PARTNERS LTD.**

Respondent

**ORDER**  
**(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Cameron Partners Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including the real property described at Schedule "A" hereto and owned by the Debtor (the "Real Property") was heard this day at 245 Windsor Avenue, Windsor, Ontario.

ON READING the affidavit of Eugene Ngo sworn January 30, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Debtor, as duly served as appears from the affidavit of service of Sydney Inghelbrecht sworn February 11,

2025 and the affidavit of service of Carrie-Lee Godfrey sworn February 27, 2025 and on reading the consent of msi Spergel inc. to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including the Real Property and also including all proceeds thereof (the "Property").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00 provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; 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 subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

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

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

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

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

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

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

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

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

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without

limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

## **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

## **LIMITATION ON THE RECEIVER'S LIABILITY**

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

## **RECEIVER'S ACCOUNTS**

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

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

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

## **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed

\$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.

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

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

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

#### **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part\\_III\\_The\\_E-Service\\_List](https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on

transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<<https://www.spergelcorporate.ca/engagements>>'.

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

#### **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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



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Justice, Ontario Superior Court of Justice

**SCHEDULE "A"**

**REAL PROPERTY**

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

**SCHEDULE "B"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that msi Spegel inc., the receiver (the "Receiver") of the assets, undertakings and properties of Cameron Partners Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Name:

Title:

THE BANK OF NOVA SCOTIA

v.

CAMERON PARTNERS LTD.

Applicant

Respondent

Court File No. CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
WINDSOR, ONTARIO

**ORDER**

**HARRISON PENZA LLP**

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Lawyers for the Applicant,  
The Bank of Nova Scotia

# APPENDIX “2”

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**THE BANK OF NOVA SCOTIA**

**Applicant**

**and**

**CAMERON PARTNERS LTD.**

**Respondents**

**FIRST REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
CAMERON PARTNERS LTD.**

**January 16, 2026**

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## **APPENDICES**

1. Receivership Order
2. Listing Agreement
3. MLS Data Sheet
4. Redacted copy of the Dennis APS
5. Assignment and Assumption Agreement
6. Articles of Incorporation for 670 Cameron Holdings Limited
7. Statement of Taxes for the City of Windsor
8. Receiver's Fee Affidavit
9. Receiver's Counsel Fee Affidavit
10. Interim Statement of Receipts and Disbursements as at November 30, 2025
11. Parcel Register for the Real Property
12. PPSA Search Report

## **CONFIDENTIAL APPENDICES**

1. Jordan Appraisal of the Real Property
2. Bower Appraisal of the Real Property
3. Avison Sales and Marketing Proposal
4. CBRE Sales and Marketing Proposal
5. Final Progress Report of Avison Young for the Real Property
6. Comparative Summary of Offers Received for the Real Property
7. Unredacted copy of the Sale Agreement

## **I. APPOINTMENT AND BACKGROUND**

1. This First 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 Cameron Partners Ltd. (“**Cameron**” or the “**Debtor**”).
2. Cameron is a privately owned corporation incorporated under the laws of British Columbia carrying on business as a real property holding company which operates a three-story apartment building from owned real property, municipally known as 670 Cameron Avenue, Windsor, Ontario, and legally described as Lot 41, Plan 454 Windsor; Lot 42 Plan 454 Windsor; Part Lot 40, Plan 454 Windsor; Part Lane Plan 454 Windsor closed by R321998; Part 1 12R3385; Windsor (PIN01205-0194 LT) (the “**Real Property**”).
3. On February 11, 2025, The Bank of Nova Scotia (“**BNS**” or the “**Bank**”), a secured creditor of the Debtor moved by way of application in the Ontario Superior Court of Justice (the “**Court**”) for a Court Order appointing Spergel as Receiver of all of the assets, undertakings, and properties, including the Real Property (collectively, the “**Property**”) of the Debtor.
4. The Bank’s application was heard on April 8, 2025, at which time the Honourable Justice T. Heeney granted an Order appointing Spergel as Receiver of the Property of the Debtor (the “**Receivership Order**”). Attached to this First Report as **Appendix “1”** is a copy of the Receivership Order.
5. Pursuant to the Receivership Order, the Receiver retained the services of Spetter Zeitz Klaiman as the Receiver’s independent Counsel (the “**Receiver’s Counsel**”).

## **II. PURPOSE OF THIS SECOND REPORT AND DISCLAIMER**

6. The purpose of this First Report is to advise the Court as to the steps taken by the Receiver since its appointment and to seek Orders from this Court:
  - i. approving this First Report and the actions and activities of the Receiver, as described herein and 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 the approval of this First Report;

- ii. approving the sale transaction (the “**Cameron Avenue Transaction**”) contemplated by an agreement of purchase and sale dated November 26, 2025 (the “**Dennis APS**”) between Andrew Dennis in Trust for a company to be formed (the “**Cameron Avenue Purchaser**”), for the purchase and sale of the Real Property and authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable for the completion of the Cameron Avenue Transaction;
- iii. vesting in the Cameron Avenue Purchaser, all of the Debtor’s right, title and interest in and to the Real Property, free and clear of any claims and encumbrances, save and except for “Permitted Encumbrances”, as defined in the Dennis APS;
- iv. sealing the Confidential Appendices (as defined herein) to this First Report, until the completion of the Cameron Avenue Transaction, as described herein;
- v. approving the fees and disbursements of the Receiver to and including November 30, 2025, and payment of same;
- vi. approving the fees and disbursements of the Receiver’s Counsel to and including December 18, 2025, and payment of same;
- vii. approving the Fee Accrual (as defined herein);
- viii. approving the Receiver’s Interim Statement of Receipts and Disbursements as at November 30, 2025;
- ix. authorizing the Receiver to make one or more distributions to BNS up to the amount owing to BNS, including all interest and costs;
- x. effective upon filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver,

discharging Spergel as Receiver and granting certain ancillary relief in relation thereto; and

- xi. such further and other relief as the Receiver's Counsel may advise and the Court deems just.

Disclaimer

- 7. 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.
- 8. In preparing this Second Report, the Receiver has relied upon certain information provided to it by management. 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 form of assurance with respect to such information.
- 9. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

**III. RECEIVER'S ACTIVITIES**

- 10. A copy of the Receivership Order was provided to the Debtor. 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) (the "**BIA**") and mailed same to all creditors known to the Receiver.
- 11. Since its appointment on April 8, 2025, the Receiver, directly or through the Receiver's Counsel attended to the following:
  - i) attended at the Real Property to take possession thereof and advise tenants of the receivership;
  - ii) communicated with the Debtors directly or through counsel in relation to, amongst other things, obtaining books and records of the Debtors;

- iii) notified tenants of the receivership and arranged for re-direction of rent to the Receiver;
- iv) engaged the services of a property manager to oversee management of the Real Property and deal with all tenant enquiries;
- v) communicated with the Canada Revenue Agency (“**CRA**”);
- vi) arranged for insurance coverage for the Real Property;
- vii) arranged for registration of the Receivership Order on the title to the Real Property;
- viii) arranged for two fair market value appraisals of the Real Property;
- ix) arranged for Phase 1 and Phase 2 Environmental Assessments of the Real Property;
- x) opened a dedicated trust account for the receivership entity;
- xi) requested and received sales and marketing proposals from two commercial real estate brokerages;
- xii) entered into an MLS listing Agreement with Avison Young Commercial Real Estate Services LP, Brokerage (the “**Listing Broker**”) and instructed the Listing Broker to commence a fulsome sales and marketing process;
- xiii) entered into an Agreement of Purchase and Sale for the Real Property conditional only upon approval of this Honourable Court; and
- xiv) continued its statutory reporting to the Office of the Superintendent of Bankruptcy.

#### IV. THE REAL PROPERTY

12. Pursuant to the terms of the Receivership Order, the Receiver is empowered and authorized to, *inter alia*:

- a) market any or all of the Property of the Debtors, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver, in its discretion, deems appropriate; and
  - b) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court in respect of any transaction in which the purchase price or aggregate purchase price exceeds the applicable amount set out in paragraph 3(k) of the Receivership Order.
13. The Receiver engaged the services of F.R. Jordan and Associates (“**Jordan**”) and Bower Appraisals (“**Bower**”) to attend and conduct full narrative appraisals of the Real Property. Attached to this First Report as **Confidential Appendices “1” and “2”**, respectively are copies of the Jordan and Bower appraisals of the Real Property.
14. In addition, pursuant to paragraph 3(j) of 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. Accordingly, the Receiver requested and obtained sales and marketing proposals from Avison Young Commercial Real Estate Services LP (“**Avison**”) and CBRE Land Specialists (“**CBRE**”). Attached to this First Report as **Confidential Appendices “3” and “4”** respectively are copies of the Avison and CBRE sales and marketing proposals.
15. Given the favorable commission structure and its extensive experience, the Receiver entered into a Multiple Listing Service (“**MLS**”) listing agreement with Avison (the “**Listing Agreement**”) on terms acceptable to the Receiver. Attached to this First Report as **Appendices “2” and “3”** respectively are copies of the Listing Agreement and the MLS Data Sheet for the Real Property. The Listing Agreement provides that all offers are subject to the approval of the Court.
16. Avison widely marketed the Real Property to garner maximum interest. This included listing the Real Property on MLS and reaching out to over 1,549 contacts.

This resulted in 13 interested parties executing Confidentiality Agreements, 13 accessing the data room set up by Avison for the Real Property and 4 interested parties touring the Real Property. Attached to this Second Report as **Confidential Appendix “5”** is a copy of the Final Progress Report issued by Avison dated December 1, 2025.

17. As a result of the marketing efforts described above, 4 offers were received. Attached to this First Report as **Confidential Appendix “6”** is a comparative summary of the offers received.
18. On the basis of the marketing efforts described above, the Receiver accepted the Offer submitted by Andrew Dennis as being the best of the offers received.
19. The Dennis APS is on an “as-is, where-is” basis, conditional only upon the Cameron Avenue Purchaser being able to obtain an Approval and Vesting Order issued by the Court. Attached to this First Report as **Appendix “4”** is a redacted copy of the Dennis APS. Attached to this First Report as **Confidential Appendix “7”** is an unredacted copy of the Dennis APS.
20. The Receiver is of the view that the sales process was such that it resulted in the best price in these circumstances, considered the interests of all parties, was a fair and public process and was conducted in a commercially reasonable manner.
21. The Receiver is of the view that the market was extensively canvassed pursuant to Avison’s professional and industry standard marketing efforts that are detailed above and are provided for in the Avison sales and marketing proposal. Further, the Receiver is of the opinion that the efforts of Avison through the listing of the Real Property on MLS and Avison’s internal and external network have provided sufficient exposure of the Real Property to the market.
22. The purchaser, Andrew Dennis, has entered into an Assignment and Assumption Agreement dated January 15, 2026 wherein he assigned his right, title and interest in the Dennis APS to his corporation, 670 Cameron Holdings Limited. Accordingly, the vesting order issued by this court should vest title to the Property in the name of 670 Cameron Holdings Limited”. Attached to this First Report as **Appendix “5”**

is a copy of the Assignment and Assumption Agreement, and a copy of the Articles of Incorporation for 670 Cameron Holdings Limited is attached as **Appendix “6”**.

**V. SECURED, PRIORITY AND OTHER CREDITORS**

23. The amount owing by Cameron to BNS as at January 14, 2026, is approximately \$946,052.77.<sup>1</sup>
24. As of January 12, 2026, there were outstanding realty taxes on the Road Property in the amount of \$122,914.66. If the Cameron Avenue Transaction is approved and completed, the outstanding realty taxes due and payable as of closing will be paid from the sale proceeds. Attached to this First Report as **Appendix “7”** is a Statement of Taxes issued by the City of Windsor dated January 12, 2026.
25. The Receiver has obtained from the Receiver's Counsel an independent opinion confirming the validity and enforceability of BNS's security, including the charge/mortgage registered on title to the Real Property, subject to usual assumptions and qualifications of opinions of such nature.
26. The Receiver has communicated with Canada Revenue Agency (“**CRA**”) with respect to the Debtor. As of the date of this First Report, CRA has not filed any trust claims with respect to the Debtor.
27. The Receiver has not been provided with trust claims under the *Wage Earner Protection Plan Act* (“**WEPPA**”).

**VI. THE RECEIVER'S REQUEST FOR A SEALING ORDER**

28. The Receiver is seeking a sealing order in respect of the Confidential Appendices to this First Report as they each contain commercially sensitive information, the release of which prior to completion of the Cameron Avenue Transaction would be prejudicial to the stakeholders of the Debtors' estates. The requested sealing of

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<sup>1</sup> Payout Statement from BNS dated January 14, 2026.

the Confidential Appendices is for a temporary period, until the earlier of the completion of the Cameron Avenue Transaction or further Order of this Court

## **VII. PROFESSIONAL FEES AND DISBURSEMENTS**

29. Attached to this First Report as **Appendix “8”** is the Affidavit of Philip Gennis sworn January 11, 2026 (the “**Receiver’s Fee Affidavit**”) which incorporates by reference a copy of the Receiver’s time dockets pertaining to the receivership of Cameron to and including November 30, 2025, in the amount of \$61,604.50 (inclusive of HST and disbursements). This represents a total of 135.85 hours at an effective rate of \$400.81 per hour excluding HST.
30. Attached to this First Report as **Appendix “9”** is the Affidavit of James Quigley sworn December 18, 2025 (the “**Receiver’s Counsel Fee Affidavit**”) which incorporates by reference a copy of the time dockets of the Receiver’s Counsel for the period to and including December 18, 2025, in the amount of \$14,071.26 inclusive of disbursements and HST.
31. The Receiver has reviewed the accounts of the Receiver’s Counsel and is of the view that 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.
32. Provided there is no opposition to the relief sought in this First Report and that such relief is granted, the Receiver estimates that the costs to complete the Cameron Avenue Transaction and complete the administration of the receivership estate should not exceed \$200,000 plus disbursements and HST and as such the Receiver is seeking approval to hold back this sum pending completion of all matters and the Receiver’s discharge (the “**Fee Accrual**”).

## **VIII. RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

33. Attached to this Second Report as **Appendix “10”** is a copy of the Receiver’s Interim Statement of Receipts and Disbursements as at November 30, 2025.

## **IX. PROPOSED INTERIM DISTRIBUTION**

34. A title search conducted with respect to the Real Property shows the following encumbrances on title in order of priority:
4. CE851037 being a Charge in favour of The Bank of Nova Scotia registered September 27, 2018;
  5. CE851045 being a Notice of Assignment of Rents in favour of The Bank of Nova Scotia registered September 27, 2018;
  6. CE927226 being a Charge in favour of 1212279 B.C. Ltd., registered January 8, 2020; and
  7. CE1224547 being a Notice of Security Interest in favour of Indcom Leasing Inc., registered October 15, 2020.
35. Attached to this First Report as **Appendix “11”** is a copy of the abstract of title with respect to the Real Property.
36. Attached to this First Report as **Appendix “12”** is a copy of a PPSA search report with respect to the Debtor dated December 12, 2025. The only registrant is The Bank of Nova Scotia.
37. The Receiver has been provided with an opinion from its Counsel that the mortgage held by BNS is a valid and enforceable security interest over the Real Property and accordingly, the Receiver has concluded that the first mortgage held by BNS is a senior charge over the Real Property subject to the claims under the Receivership Order.
38. On the basis of the foregoing, the Receiver is proposing to make an interim distribution (after payment of the fees of the Receiver and the Receiver’s Counsel outlined in the First Report, including the Fee Accrual) as follows (the “**Proposed Interim Distribution**”):
- i) to CRA in satisfaction of priority claims, if any;
  - ii) to the Corporation of the City of Windsor for all property tax arrears;
  - iii) to Avison for real estate commission;

- iv) to the Receiver and its counsel for their fees and disbursements; and
  - v) to BNS, up to the amount owing to BNS, including all interest and costs.
39. The Receiver is currently reviewing the Charge in favour of 1212279 B.C. Ltd., and the Notice of Security Interest registered by Indcom Leasing Inc. and upon completion of this review will re-attend before the Court for approval of a final distribution and discharge.

**X. RECOMMENDATION**

40. Based on the foregoing, the Receiver respectfully recommends that the Court grant the relief sought by the Receiver detailed in Paragraph 6 of this First Report.

All of which is respectfully submitted.

Dated at Toronto, Ontario this 16th day of January 2026.

**msi Spergel inc.**

solely in its capacity as the Court-appointed  
Receiver of the Debtors and not in its personal  
or corporate capacities

Per:



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Mukul Manchanda, CPA, CIRP, LIT  
Managing Partner

|                         |                                          |
|-------------------------|------------------------------------------|
| Title                   | AACAME-R - Report                        |
| File name               | PROPOSED_FINAL_Fi...nuary_16_2026.pdf    |
| Document ID             | c86cad66f36a7442713e5a643cf2e38c1d194ace |
| Audit trail date format | MM / DD / YYYY                           |
| Status                  | <div><div></div> Signed</div>            |

Document history

|                                                                                                              |                                                     |                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <div><br/>SENT</div>        | <div><b>01 / 16 / 2026</b><br/>16:40:50 UTC-5</div> | Sent for signature to Mukul Manchanda<br>(mmanchanda@spergel.ca) from msispergelinc@gmail.com<br>IP: 104.171.204.20 |
| <div><br/>VIEWED</div>      | <div><b>01 / 16 / 2026</b><br/>18:41:29 UTC-5</div> | Viewed by Mukul Manchanda (mmanchanda@spergel.ca)<br>IP: 99.234.70.98                                               |
| <div><br/>SIGNED</div>    | <div><b>01 / 16 / 2026</b><br/>18:42:02 UTC-5</div> | Signed by Mukul Manchanda (mmanchanda@spergel.ca)<br>IP: 99.234.70.98                                               |
| <div><br/>COMPLETED</div> | <div><b>01 / 16 / 2026</b><br/>18:42:02 UTC-5</div> | The document has been completed.                                                                                    |

# APPENDIX “3”

at \_\_\_\_\_  
 (Court office address)

**Endorsement/  
 Inscription**

Plaintiff/  
 Requéérant(e): BANK OF NOVA SCOTIA ☐ Present/ Comparaît

Counsel/  
 Avocat(e): VINE MELINDA ☐ Present/ Comparaît

Email/  
 Courriel: mvine@harrisonpensa.com

Defendant/  
 Intimé(e): CAMERON PARTNERS LTD. ☐ Present/ Comparaît

Counsel/  
 Avocat(e): \_\_\_\_\_ ☐ Present/ Comparaît

Email/  
 Courriel: James Quigley for the receiver

**24-Feb-2026**

**JUSTICE  
 BEZAIRE**

**Event type/ Type d'événement:** Motion on notice

- ☐ In-person/ comparution en personne
- ☒ Videoconference/ vidéoconférence
- ☐ Audioconference/ audioconférence
- ☐ In writing/ par écrit
- ☐ Hybrid/ Hybride

**ENDORSEMENT/ INSCRIPTION**

Mr. Quigley attended for the receiver. He advises that he has heard from the debtor and this matter is unopposed. He further advises that the offer to be accepted will result in all creditors being paid.

Two orders to go per draft Orders filed and signed by me today.

☐ Order to go in accordance with minutes of settlement or consent filed./ Ordonnance conformément au procès-verbal de l'audience de transaction ou le consentement déposé.

☐ Order to go in accordance with draft filed./ Une ordonnance sera émise conformément au projet d'ordonnance déposé.

Next attendance/ prochaine comparution:

- ☐ In person/ comparution en personne,
- ☐ Videoconference/ vidéoconférence,
- ☐ Audioconference/ audioconférence,
- ☐ In writing/ par écrit,
- ☐ Hybrid/ hybride
- ☐ Interpreter required/ interprète nécessaire :

Additional details, if any/ Détails supplémentaires, le cas échéant:

*Click or tap here to enter text.*



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Signature

# APPENDIX “4”

Court File No.: CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

TUESDAY, THE 24<sup>TH</sup>

JUSTICE BEZAIRE

)

DAY OF FEBRUARY, 2026

)

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant



- and -

CAMERON PARTNERS LTD.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**APPROVAL AND VESTING ORDER**

**THIS MOTION** made by **MSI SPERGEL INC.** (the "**Receiver**" or "**Spergel**") in its capacity as receiver appointed, without security, of all the assets, undertakings and properties of Cameron Partners Ltd. (the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor, by Order of the Ontario Superior Court of Justice dated April 8, 2025, made pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of

the *Courts of Justice Act*, R.S.O. 1990, c. C.43., as amended, for an order approving the sale transaction (the “**Transaction**”) of property located at 670 Cameron Avenue in Windsor, Ontario (the “**Property**”) as contemplated in an agreement of purchase and sale dated November 26, 2025 (the “**Sale Agreement**”) between the Receiver and Andrew Dennis in trust for a company to be incorporated (the “**Purchaser**”) and appended as Appendix “4” to the First Report of the Receiver dated January 16, 2026 (the “**First Report**”), and vesting in the Purchaser all right, title and interest in and to the Property, was heard this day at the Court House, 245 Windsor Avenue, Windsor, Ontario.

**ON READING** the First Report of the Receiver, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Tiegan Kilbride sworn February 3, 2026,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and are hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale 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 Property 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 Debtor's right, title and interest in and to the Property described in the Sale Agreement (and listed on **Schedule B** hereto) shall vest absolutely in the assignee of the Purchaser, 670 Cameron Holdings Limited, 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, including those created by the Order of the Honourable Justice T. Heeney dated April 8, 2025; (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 and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Essex County (No. 12) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act* and/or the *Registry Act*, as the case may be, the Land Registrar is hereby directed to enter "670 CAMERON HOLDINGS LIMITED" as the owner of the subject Property identified in **Schedule "B"** hereto in fee simple, and is hereby directed to delete and expunge from title to the 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 Property shall stand in the place and stead of the

Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property 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 Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

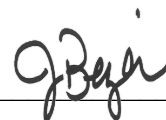
the vesting of the Property in the Purchaser's assignee 670 Cameron Holdings Limited pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed 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.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of section 6(3) of the *Retail Sales Act* (Ontario).

9. **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.

Date of Issuance: February 24, 2026

(to be completed by the registrar)

A handwritten signature in black ink, appearing to read "J. Bayn", is written over a horizontal line.

(Signature of Justice)

**Schedule A – Form of Sale’s Officers Certificate**

Court File No.: CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**RECIEVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice T. Heeney of the Ontario Superior Court of Justice (the "**Court**") dated April 8, 2025, msi Spergel inc. was appointed as the Receiver (the "**Receiver**") of all the assets, undertakings and properties of Cameron Partners Ltd. (the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor, including the real property municipally described as 670 Cameron Avenue in Winsor, Ontario (the "**Property**").

B. Pursuant to an Order of the Court dated \*\*\*\*\* \*\*, 2027, the Court approved the agreement of purchase and sale made as of November 26, 2025 (the "**Sale Agreement**") between the Receiver and Andrew Dennis in trust for a company to be incorporated (the "**Purchaser**") of the Debtor’s right, title and interest in and to the Property, which vesting is to be effective with respect to the Property 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 Property; and (ii) the sale 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 Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the Sale Agreement; and
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**MSI SPERGEL INC., in its capacity as  
Receiver of the property of Cameron  
Partners Ltd., not in its personal capacity**

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

Title:

**Schedule B – Purchased Assets (the Property)**

LRO #12

PIN 01205-0194 (LT)

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

and municipally known as 670 Cameron Avenue in Windsor, Ontario.

**Schedule C – Claims to be deleted and expunged from title to Property**

1. Instrument No. CE696039 registered January 8, 2016 being a Transfer from Angela Warnock and Timothy Warnock to Cameron Partners Ltd.
2. Instrument No. CE851037 registered September 27, 2018 being a Charge from Cameron Partners Ltd to The Bank of Nova Scotia.
3. Instrument No. CE851045 registered September 27, 2018 being a Notice of Assignment of Rents (General) from Cameron Partners Ltd to The Bank of Nova Scotia.
4. Instrument No. CE927226 registered January 8, 2020 being a Charge from Cameron Partners Inc. to 1212279 B. C. Ltd.
5. Instrument No. CE969148 registered October 15, 2020 being a Notice of Security Interest from Indcom Leasing Inc.
6. Instrument No. CE1224547 registered April 9, 2025 being an Application to Register Court Order from the Ontario Superior Court of Justice to msi Spergel inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to  
the Property  
(unaffected by the Vesting Order)**

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the Land Titles be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Land Titles Act* (Ontario) applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by His Majesty the King in Right of Canada, His Majesty the King in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the execution date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner, that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and

agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

**PERMITTED ENCUMBRANCES (SPECIFIC)**

1. Bylaw registered as Instrument No. R321998 on January 26, 1965.
2. Plan of Reference registered as 12R3385 on December 30, 1976.
3. Plan of Reference registered as 12R25641 on November 11, 2013.

THE BANK OF NOVA SCOTIA  
Applicant

and

CAMERON PARTNERS LTD.  
Respondent

Court File No. CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
WINDSOR

**ORDER**

**SPETTER ZEITZ KLAIMAN PC**  
Barristers and Solicitors  
100 Sheppard Avenue East, Suite 850  
Toronto, Ontario M2N 6N5

**JAMES S. QUIGLEY**  
LSO No. 42924B  
Tel: (416) 789-0659  
Email: jsquigley@szklaw.ca

Lawyers for the Receiver,  
msi Spergel Inc.

# APPENDIX “5”

Court File No.: CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

TUESDAY, THE 24<sup>TH</sup>

JUSTICE BEZAIRE

)

DAY OF FEBRUARY, 2026

)

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant



- and -

CAMERON PARTNERS LTD.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**ANCILLARY ORDER**

**THIS MOTION** made by **MSI SPERGEL INC.** (the "**Receiver**" or "**Spergel**") in its capacity as receiver appointed, without security, of all the assets, undertakings and properties of Cameron Partners Ltd. (the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor, by Order of the Ontario Superior Court of Justice dated April 8 2025, made pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43., as amended, for an order, *inter alia*:

- (a) approving the First Report of the Receiver dated January 16, 2026 (the “**First Report**”) and the actions and activities of the Receiver described herein;
- (b) sealing the Confidential Appendices to First Report;
- (c) approving the Receiver’s interim statement of receipts and disbursements as of November 30, 2025, attached as Appendix “10” to the First Report (the “**Interim SRD**”).
- (d) approving the fees and disbursements of the Receiver and the Receiver’s Counsel as detailed in the First Report of the Receiver including the fee accrual and payment of same;
- (e) approving the Receiver’s proposed interim distribution as set out in the First Report and authorizing the distribution of funds according to same.

was heard this day at the Court House, 245 Windsor Avenue, Windsor, Ontario.

**ON READING** the First Report and the fee affidavits of the Receiver and its counsel appended to the First Report (collectively, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Tiegan Kilbride sworn February 3, 2026,

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall have the meaning given to them in the First Report.
2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and are hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.

3. **THIS COURT ORDERS** that the First Report and the activities of the Receiver as set out therein 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.
4. **THIS COURT ORDERS** that the Interim SRD be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel as set out in the First Report and the Fee Affidavits attached thereto, including the Fee Accrual set out at paragraph 32 of the First Report, are hereby approved and the Receiver is authorized to pay any unpaid fees and disbursements herein approved including the Fee Accrual.
6. **THIS COURT ORDERS** that the Receiver is authorized, but not obligated, to make the Proposed Interim Distribution (as described and defined at paragraph 38 of the First Report).
7. **THIS COURT ORDERS** that that Confidential Appendices to the First Report shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all other contents of the Court File in a separately sealed envelope on which is affixed is a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order. The Confidential Appendices shall be sealed until the earlier to the completion of the Cameron Avenue Transaction (as that term is defined at paragraph 6(ii) of the First Report) or further order of the Court.

Date of Issuance: February 24, 2026

(to be completed by the registrar)



(Signature of Justice)

THE BANK OF NOVA SCOTIA  
Applicant

and

CAMERON PARTNERS LTD.  
Respondent

Court File No. CV-25-00034491-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
WINDSOR

**ORDER**

**SPETTER ZEITZ KLAIMAN PC**  
Barristers and Solicitors  
100 Sheppard Avenue East, Suite 850  
Toronto, Ontario M2N 6N5

**JAMES S. QUIGLEY**  
LSO No. 42924B  
Tel: (416) 789-0659  
Email: [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)

Lawyers for the Receiver,  
msi Spergel inc.

# APPENDIX “6”

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

| Chargor(s)                                                                                                                                             |                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any. |                                           |
| Name                                                                                                                                                   | CAMERON PARTNERS LTD.                     |
| Address for Service                                                                                                                                    | 670 Cameron Avenue<br>Windsor, ON N9B 1Z1 |
| I, PATRICK LEUNG, PRESIDENT, have the authority to bind the corporation.                                                                               |                                           |
| This document is not authorized under Power of Attorney by this party.                                                                                 |                                           |

| Chargee(s)          | Capacity                                      | Share |
|---------------------|-----------------------------------------------|-------|
| Name                | 1212279 B. C. LTD.                            |       |
| Address for Service | 564 24th Avenue West<br>Vancouver, BC V5Z 2B4 |       |

| Provisions               |                         |          |     |
|--------------------------|-------------------------|----------|-----|
| Principal                | \$200,000.00            | Currency | CDN |
| Calculation Period       | monthly, not in advance |          |     |
| Balance Due Date         | 2020/12/03              |          |     |
| Interest Rate            | 12.00%                  |          |     |
| Payments                 |                         |          |     |
| Interest Adjustment Date | 2019 12 03              |          |     |
| Payment Date             | 3rd day of each month   |          |     |
| First Payment Date       | 2020 01 03              |          |     |
| Last Payment Date        | 2020 12 03              |          |     |
| Standard Charge Terms    | 200033                  |          |     |
| Insurance Amount         | Full insurable value    |          |     |
| Guarantor                |                         |          |     |

| Additional Provisions                                                                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PAYMENT: Interest Only, in the sum of \$2,000.00 per month.                                                                                                                                                                                              |  |
| Provided that there has never been any default by the Mortgagor hereunder, the Mortgagor shall have the privilege, upon paying to the Mortgagee a bonus equal to three (3) months' interest, of prepaying the whole of the principal sum hereby secured. |  |
| Provided that there has never been any default by the Mortgagor hereunder, this mortgage can be automatically renewed upon receipt of renewal fee in the sum of \$2,000.00.                                                                              |  |
| NSF/Late Fee: \$250.00                                                                                                                                                                                                                                   |  |

| Signed By                                                                           |              |                                             |                          |                   |
|-------------------------------------------------------------------------------------|--------------|---------------------------------------------|--------------------------|-------------------|
| Alfredo Romeo Gatti                                                                 |              | 400-267 Pelissier St.<br>Windsor<br>N9A 4K4 | acting for<br>Chargor(s) | Signed 2019 12 20 |
| Tel                                                                                 | 519-258-1010 |                                             |                          |                   |
| Fax                                                                                 | 519-258-0163 |                                             |                          |                   |
| I have the authority to sign and register the document on behalf of the Chargor(s). |              |                                             |                          |                   |

| Submitted By                       |                                             |            |
|------------------------------------|---------------------------------------------|------------|
| GATTI LAW PROFESSIONAL CORPORATION | 400-267 Pelissier St.<br>Windsor<br>N9A 4K4 | 2020 01 08 |

Submitted By

Tel            519-258-1010

Fax            519-258-0163

Fees/Taxes/Payment

|                            |         |
|----------------------------|---------|
| Statutory Registration Fee | \$65.05 |
| Total Paid                 | \$65.05 |

# APPENDIX “7”

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>

**Sent:** Thursday, April 9, 2026 12:16 PM

**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>

**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd. - CV-25-00034491-0000

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Noted. I will provide what I have. Note Mr. Leung often requested direct deposits/transfers to his account so there won't be a cancelled cheque. Edwin

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Monday, April 20, 2026 9:19 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd. - CV-25-00034491-0000

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. Attached with documents and proof of advances. My office handled 2 of the advance of funds. One draft to Cameron and one trust cheque to Mr. Leung as requested by the borrower. The 2022 loan was funded directly by the company to Cameron's account. The Company requested additional funds after the initial registration. Total of 3 loans but last 2 were not registered but signed promissory notes. This was to save the borrower additional legal costs for a Windsor lawyer. Borrower had good business relationship with the Lender. Cameron Partners Ltd. and Mr. Leung will confirm \$500,000 was received (less legal costs etc.). Edwin Soon

---

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>

**Sent:** Monday, April 20, 2026 9:21 PM

**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>

**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd. - CV-25-00034491-0000

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ops. Attachments. Edwin

# EDWIN SOON LAW OFFICE

609-938 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9

TEL: 604-601-2127  
FAX: 778-371-3950  
EMAIL: e.soon@live.com

April 17, 2026

## PAYOUT STATEMENT

To: Cameron Partners Ltd.

Re: Borrower: Cameron Partners Ltd./Patrick Leung  
Lender: 1212279 B.C. LTD.  
Property: 670 Cameron Avenue, Windsor, Ontario.  
Maturity: December 3, 2026  
Payout date: as of April 17, 2026

|                       |              |
|-----------------------|--------------|
| PRINCIPAL FIRST DRAW: | \$200,000.00 |
| SECOND DRAW:          | \$200,000.00 |
| THIRD DRAW:           | \$100,000.00 |
| TOTAL PRINCIPAL:      | \$500,000.00 |

PENALTY 3 months interest: \$15,500.00

ARREARS: \$38,002.00  
OUTSTANDING RENEWAL FEES: \$14,000.00

Lender legal fees: \$1,000.00

LENDER DISCHARGE FEE: \$1,500.00

BALANCE OWING AS AT April. 17, 2026: \$570,002.00

PER DIEM: \$218.63 \$PAYABLE UNTIL FUNDS RECEIVED.

FUNDS PAYABLE TO 1212279 B.C. LTD. or to EDWIN SOON IN TRUST BY BANK DRAFT OR LAWYERS'  
TRUST CHEQUE

Yours truly,



Edwin Soon

## PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD./EDWIN SOON

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$200,000.00

INTEREST RATE: 12.00% PER ANNUM

TERM: 1 YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lender the principal sum of \$200,000.00 with interest payable on the principal at the rate of 12.00% per annum, calculated monthly, not in advance for a total of \$24,000.00 per year payable in equally monthly payments of \$2,000.00 per month interest only.
2. This is a closed mortgage. Penalty is 3 months interest. All legal costs are payable by the borrower.
3. This loan shall be repaid in full on March 14, 2023. If unpaid on the due date, the Lender may extend/renew the loan for another year with a renewal fee of \$2,000.00 with interest at the same rate.
4. The Lender's legal fee/expenses are \$1,000.00. The Borrower shall pay for the Windsor lawyer legal costs to register. There is a lender discharge fee of \$500.00. This does not include the Windsor lawyer costs to register a discharge.
5. All costs, expenses and legal fees incurred by the Lender regarding this loan shall be paid by the Borrower.
6. This note shall be secured by a 2<sup>nd</sup> mortgage over 670 Cameron Road, Windsor, Ontario (the "Security").
7. Upon default, the Lender may take possession of the Security and the Lender is granted all rights of possession as a secured party.

8. Upon default the Borrower assigns all rights in any leases and rents to the Lender.

9. This note is governed by the laws of the Province of B.C and Ontario.

10. The Borrower shall obtain independent legal advice.

The Borrower acknowledges Edwin Soon acts for the Lender..

11. The Borrower shall provide post dated cheques or make payments electronically.

12. There is a nsf charge and late charge of \$200.00 per item.

13. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

DATED: March 14, 2022

SIGNED SEALED AND DELIVERED BY  
THE BORROWER:



---

CAMERON PARTNERS LTD., by its  
authorized signatory

SIGNED SEALED AND DELIVERED BY  
THE GUARANTOR:



---

YUEN FUNG LEUNG

SIGNED SEALED AND DELIVERED BY  
THE LENDER:



---

1212279 B.C. LTD., by its  
authorized signatory

ORDER TO PAY/DIRECTION

March 14, 2022

TO: EDWIN SOON

RE: LOAN AMOUNT: \$200,000.00  
LENDER(S): 1212279 B.C. Ltd./ c.o. Edwin Soon  
BORROWER: Cameron Partners Ltd.  
GUARANTOR: Yuen Fung Leung  
PROPERTY: 670 Cameron Road,  
Windsor, Ontario  
PRIORITY: 3RD MORTGAGE  
FUNDING DATE: March 14, 2022

---

PRINCIPAL AMOUNT: \$200,000.00

Less Lender legal costs: 2,500.00  
includes Windsor legal Fees:

BALANCE TO BORROWER(S): \$197,500.00 NET FUNDS

Monthly payment \$2,000.00 starts April 14, 2022

BORROWER(S) SIGNATURE(S):



---

CAMERON PARTNERS LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



---

YUEN FUNG LEUNG

PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD.

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$100,000.00

INTEREST RATE: 14% ANNUALLY NOT IN ADVANCE

TERM: ONE YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lenders the principal sum of \$100,000.00 with interest payable on the principal at the rate of 14%.
2. All legal costs are payable by the borrower.
3. This loan shall be repaid on May 14, 2026.
4. The Lenders' legal fee is paid by the borrower.
5. All costs, expenses and legal fees incurred by the Lenders regarding this loan shall be paid by the Borrower.
6. This note shall be secured by 670 Cameron Avenue, Windsor, Ontario. (the "Property"). The sum of \$100,000.00 is provided by the Lender for renovations to the Property.
7. Upon default, the Lenders may take possession of the Property and the Lenders are granted all rights of possession as a secured party.
8. There is a renewal fee of \$1,000.00, discharge fee of \$500.00. Early repayment has a 3 month interest penalty.

*Handwritten signature*

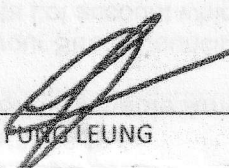
9. The Borrower has approved and authorized borrowing the loan.
10. This note is governed by the laws of the Province of B.C. and Ontario.
11. The parties shall obtain independent legal advice or expressly waive it.
12. There is a nsf charge and late charge of \$200.00 per item.
13. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

DATED: May 14 , 2025

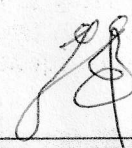
SIGNED SEALED AND DELIVERED BY  
THE BORROWER:

  
\_\_\_\_\_  
CAMERON PARTNERS LTD., by  
Its authorized signatory

SIGNED SEALED AND DELIVERED BY  
THE GUARANTOR:

  
\_\_\_\_\_  
YUEN FUNG LEUNG

SIGNED SEALED AND DELIVERED BY  
THE LENDER

  
\_\_\_\_\_  
1212279 B.C. LTD., by its  
Authorized signatory



## Company Pre-Authorized Payment Instructions

Use this form to advise your payment company to either change existing pre-authorized transactions, or set-up new pre-authorized transactions (i.e., withdrawals or deposits) from or to your Scotiabank account.

To:

EDWIN SOON LAW OFFICE

(INSERT NAME OF BILL ISSUING COMPANY, CABLE SUPPLIER, INSURANCE, ETC.)

### Customer Information

|                                           |                |                               |
|-------------------------------------------|----------------|-------------------------------|
| CUSTOMER NAME(S)<br>CAMERON PARTNERS LTD. |                | TELEPHONE NO.<br>604-862-6873 |
| ADDRESS<br>670 CAMERON AVENUE             |                |                               |
| CITY<br>WINDSOR                           | PROVINCE<br>ON | POSTAL CODE<br>N9B 1Z1        |

### Pre-authorized Transaction Information

|                      |                      |
|----------------------|----------------------|
| COMPANY NAME         | ACCOUNT / POLICY NO. |
| PAYMENT AMOUNT<br>\$ | PAYMENT DATE         |

### Bank Account Information

|                                                                            |        |                |
|----------------------------------------------------------------------------|--------|----------------|
| INSTITUTION                                                                | NUMBER | ACCOUNT NUMBER |
| THE BANK OF NOVA SCOTIA                                                    | 002    | 67876 0085715  |
| BRANCH ADDRESS<br>20 Queen Street W, 4th Floor, Toronto, ON, Canada M5H3R3 |        |                |

I authorize the Company and Scotiabank to debit or credit (as applicable) my bank account for payment as indicated above. I understand that Scotiabank is not responsible for verifying these payments from or to my account. I will notify the Company promptly in writing if I close or make other changes to my account. I may cancel this authorization at any time in writing to the Company. However, I am still responsible for my contract obligations to the Company.

Authorized by:

SIGNATURE(S)

March 30, 2016

DATE

Note: Forward this completed form to the Company and keep a copy for your records. If you are unsure whether or not the Company will act on these instructions, please contact them to confirm.

90882267

# The Toronto-Dominion Bank

700 WEST GEORGIA ST PACIFIC CENTRE  
VANCOUVER, BC V7Y 1A2

DATE

2019-12-03

YYYYMMDD

Transit-Serial No.

9400-90882267

Pay to the Order of Cameron Partners LTD.

\$ \*\*\*\*195,450.00

\*\*\*ONE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED FIFTY\*\*\*\*\*00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

**The Toronto-Dominion Bank**  
Toronto, Ontario  
Canada M5K 1A2

## Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
- To reduce the risk of a draft being lost, please consider using registered mail or courier
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor
- Do not destroy original draft and customer's record of draft purchased

## Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

9400-5321168

CHEQUE # 02769

\$98,380.90

|                                                                                                                   |              |      |
|-------------------------------------------------------------------------------------------------------------------|--------------|------|
| EDWIN SOON LAW OFFICE<br>TRUST ACCOUNT<br>809-808 HOWE STREET<br>VANCOUVER, B.C. V6Z 1N3<br>PHONE: (604) 501-2127 |              | 2769 |
| DATE 14 05 2025                                                                                                   |              |      |
| PAY TO THE ORDER OF YUEN FUNG LEUNG                                                                               | \$ 98,380.90 |      |
| NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY                                                                        |              |      |
| TO CANADA TRUST<br>700 WEST GEORGIA STREET<br>VANCOUVER, BC V7Y 1A2                                               |              |      |
| FOR MORTGAGE FUNDS                                                                                                |              |      |
| P02759# 1:940000004: 09025321168                                                                                  |              |      |

CHEQUE # 02769

|                                                                   |                                                                                           |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 20250514<br>14 05 2025                                            | 8333-68-6892356<br>ENDORSEMENT - SIGNATURE OR STAMP<br>ENDOSSEMENT - SIGNATURE OU ESTAMPE |
| 5247476235 0000000083336892356                                    |                                                                                           |
| TDCT BRN 9400 VAN<br>303M018 TEN 214474525<br>CTR - 83339-6892356 | BACK/VERSO                                                                                |

CUSTOMER RECEIPT PAGE 01/01

DEC 03 2019

ID 6MDTL

VANCOUVER COMM. BKG. CTRE&MAIN BRA  
NCH TR01420

PIN \*N\*

OFFICER ID: 810

Third Party Deposit  
67876 00857 15

\$195,450.00

Clearing Items:  
(Cheque)

\$195,450.00

Total: \$195,450.00  
\*\*\*\*\*

Thank You  
Have an excellent day

\*\*\*\*\*



Branch: 9400 VAN TD TOWER BRANCH  
700 W GEORGIA ST PACIFIC  
CENTRE  
VANCOUVER, BC

Date: May 14, 2025, 03:49 PM  
Ref #: 00890978/8 - ZTAJ  
Supervisor Override: ZKAR

From: Cheque Total

98,380.90

To: 8333-68\*\*\*\*56

Deposit  
LEUNG Y LAO

98,380.90

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>

**Sent:** Monday, April 20, 2026 9:24 PM

**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>

**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd. - CV-25-00034491-0000

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. In separate email. I clicked send too fast. I am the lawyer for the company. I am also the sole shareholder. My friend Ping Huang is the officer and director. Edwin Soon

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Monday, June 1, 2026 10:24 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. Noted. I attach an updated payout statement with breakdown. I attach proof for Loan 1 and Loan 3 payments to Cameron/Patrick. I will try to find the other loan payment "proof" other than the Order to pay signed by Patrick. I recall I had the bank directly transfer from the Lender's BNS account to Cameron's BNS account by phone instruction so I have to ask my bank for 'proof'. Cameron/Patrick's bank statements would show the 3 deposits and I asked him to get that. Patrick knows he got the 3 loan proceeds. The payout statement includes unpaid interest arrears being \$2,000 per month, renewal fees of \$2,000 per year and late fees at \$200 per item. Not just the principal amounts are owed. I have not included compounding of interest on overdue amounts. Edwin

# EDWIN SOON LAW OFFICE

609-938 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9

TEL: 604-601-2127  
FAX: 778-371-3950  
EMAIL: e.soon@live.com

June 1, 2026

## PAYOUT STATEMENT

To: Cameron Partners Ltd.

Re: Borrower: Cameron Partners Ltd./Patrick Leung  
Lender: 1212279 B.C. LTD.  
Property: 670 Cameron Avenue, Windsor, Ontario.  
Maturity: December 3, 2026  
Payout date: as of June 15, 2026

PRINCIPAL FIRST LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
SECOND LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
THIRD LOAN: \$100,000.00, monthly payment \$1,166.67, yearly renewal fee: \$1,000.00  
TOTAL PRINCIPAL: \$500,000.00, total monthly payment \$5,166.67, yearly renew fees \$5,000.00

PENALTY 3 months interest 3 x \$5,166.67: \$15,500.01

ARREARS: LOAN 1: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 2: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 3: \$1,166.67 x 8 months: \$9,333.36; late fees \$1,600.00  
TOTAL: \$46,133.36

OUTSTANDING RENEWAL FEES 2024-2026: \$15,000.00

Lender legal fees: \$1,000.00

LENDER DISCHARGE FEE: \$500.00 per loan x 3= \$1,500.00

BALANCE OWING AS AT June 15, 2026: \$579,133.37 (not including compounding interest)

PER DIEM: \$206.27 PAYABLE UNTIL FUNDS RECEIVED.

FUNDS PAYABLE TO 1212279 B.C. LTD. or to EDWIN SOON IN TRUST BY BANK DRAFT OR TRUST CHEQUE

Yours truly,

  
Edwin Soon

90882267

# The Toronto-Dominion Bank

700 WEST GEORGIA ST PACIFIC CENTRE  
VANCOUVER, BC V7Y 1A2

DATE 2019-12-03  
YYYYMMDD

Transit-Serial No. 9400-90882267

Pay to the Order of Cameron Partners LTD.

\$ \*\*\*\*195,450.00

\*\*\*ONE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED FIFTY\*\*\*\*\*00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re LOAN 1

The Toronto-Dominion Bank  
Toronto, Ontario  
Canada M5K 1A2

## Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
- To reduce the risk of a draft being lost, please consider using registered mail or courier
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor
- Do not destroy original draft and customer's record of draft purchased

Receipt Only - Non Negotiable  
Please retain for presentation in event Original lost

9400-5321168  
CHEQUE # 02769

\$98,380.90

|                                                                                                                   |              |      |
|-------------------------------------------------------------------------------------------------------------------|--------------|------|
| EDWIN SOON LAW OFFICE<br>TRUST ACCOUNT<br>809-938 HOWE STREET<br>VANCOUVER, B.C. V6E 1N9<br>PHONE: (604) 601-3127 |              | 2769 |
| DATE 14 05 2025                                                                                                   |              |      |
| PAY TO THE ORDER OF YUEN FUNG LEUNG                                                                               | \$ 98,380.90 |      |
| NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY 90 DOLLARS                                                             |              |      |
| TD CANADA TRUST<br>700 WEST GEORGIA STREET<br>VANCOUVER, BC V7Y 1A2                                               |              |      |
| FOR MORTGAGE FUNDS                                                                                                |              |      |
| 2512                                                                                                              |              |      |
| ⑆02759⑆ ⑆94000⑆004⑆ 0402⑆532⑆158⑆                                                                                 |              |      |

CHEQUE # 02769

|                                                                    |  |                                                                        |
|--------------------------------------------------------------------|--|------------------------------------------------------------------------|
| 20250514<br>TA 02500                                               |  | 83334 - 004 - 6892356                                                  |
| 20250514<br>5247476235 00000000833396892356                        |  | ENDORSEMENT - SIGNATURE OR STAMP<br>ENDOSSEMENT - SIGNATURE OU ESTAMPE |
| TDCT BRN 94000 VAN<br>20250514 18V 2144374523<br>CR - 83334-002356 |  | BACK/VERSO                                                             |

Loan 3

TD Canada Trust

How to Set up Direct Deposits or Pre-Authorized Debits

## Customer Name

YUEN FUNG LEUNG

Transit No.

8 3 3 3 9

Inst. No.

0 0 4

Account No.

6 8 9 2 3 5 6

ON ONIX

Use the account details provided to set up Direct Deposits and Pre-Authorized Debit Payments.

## Direct Deposit

Direct Deposit is the most convenient way to receive recurring deposits (i.e. pay, pension, government payments, annuity, interest, etc.) with immediate access to funds. There are no holds on your funds or a need for special trips to your local branch

loan 2

ORDER TO PAY/DIRECTION

March 14, 2022

TO: EDWIN SOON

RE: LOAN AMOUNT: \$200,000.00  
LENDER(S): 1212279 B.C. Ltd./ c.o. Edwin Soon  
BORROWER: Cameron Partners Ltd.  
GUARANTOR: Yuen Fung Leung  
PROPERTY: 670 Cameron Road,  
Windsor, Ontario  
PRIORITY: 3RD MORTGAGE  
FUNDING DATE: March 14, 2022

---

PRINCIPAL AMOUNT: \$200,000.00

Less Lender legal costs: 2,500.00  
includes Windsor legal Fees:

BALANCE TO BORROWER(S): \$197,500.00 NET FUNDS

Monthly payment \$2,000.00 starts April 14, 2022

BORROWER(S) SIGNATURE(S):



---

CAMERON PARTNERS LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



---

YUEN FUNG LEUNG



## Company Pre-Authorized Payment Instructions

Use this form to advise your payment company to either change existing pre-authorized transactions, or set-up new pre-authorized transactions (i.e., withdrawals or deposits) from or to your Scotiabank account.

To:

EDWIN SOON LAW OFFICE

(INSERT NAME OF BILL ISSUING COMPANY, CABLE SUPPLIER, INSURANCE, ETC.)

### Customer Information

|                                           |                |                               |
|-------------------------------------------|----------------|-------------------------------|
| CUSTOMER NAME(S)<br>CAMERON PARTNERS LTD. |                | TELEPHONE NO.<br>604-862-6873 |
| ADDRESS<br>670 CAMERON AVENUE             |                |                               |
| CITY<br>WINDSOR                           | PROVINCE<br>ON | POSTAL CODE<br>N9B 1Z1        |

### Pre-authorized Transaction Information

|                      |                      |
|----------------------|----------------------|
| COMPANY NAME         | ACCOUNT / POLICY NO. |
| PAYMENT AMOUNT<br>\$ | PAYMENT DATE         |

### Bank Account Information

|                                                                            |        |                |
|----------------------------------------------------------------------------|--------|----------------|
| INSTITUTION                                                                | NUMBER | ACCOUNT NUMBER |
| THE BANK OF NOVA SCOTIA                                                    | 002    | 67876 0085715  |
| BRANCH ADDRESS<br>20 Queen Street W, 4th Floor, Toronto, ON, Canada M5H3R3 |        |                |

I authorize the Company and Scotiabank to debit or credit (as applicable) my bank account for payment as indicated above. I understand that Scotiabank is not responsible for verifying these payments from or to my account. I will notify the Company promptly in writing if I close or make other changes to my account. I may cancel this authorization at any time in writing to the Company. However, I am still responsible for my contract obligations to the Company.

Authorized by:

SIGNATURE(S)

March 30, 2016

DATE

Note: Forward this completed form to the Company and keep a copy for your records. If you are unsure whether or not the Company will act on these instructions, please contact them to confirm.

**From:** Patrick Leung <[patrick.investor@gmail.com](mailto:patrick.investor@gmail.com)>

**Sent:** Tuesday, June 2, 2026 11:29 AM

**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>; Edwin Soon <[soon.edwin7@gmail.com](mailto:soon.edwin7@gmail.com)>

**Subject:** Re: Cameron

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I have searched my email and have proof of this list of documents, and I acknowledge that I did indeed receive the loan from Edwin soon.

Please let me know if we can proceed and finalize the payout,

On Tue, Jun 2, 2026 at 8:22 AM Patrick Leung <[patrick.investor@gmail.com](mailto:patrick.investor@gmail.com)> wrote:  
Hello James,

Please proceed, as we have found proof of the advance.

Regarding Loan 2, I am unable to log in to Cameron's bank statements due to limited access. Can we move forward with the process without further delays?

Best regards,

Patrick Leung

PATRICK MORTGAGES DEC 1. 2020

| LOAN # | AMOUNT | RATE | ADDRESS                  | REG | PAYMENT    | MATURE     | RENEW FEE |
|--------|--------|------|--------------------------|-----|------------|------------|-----------|
| 1      | \$150K | 12%  | TECUMSEH<br>WINDSOR      | Y   | \$1,500    | SEPT 12/21 | \$1,000   |
| 2      | \$200K | 12%  | PILLETTE<br>WINDSOR      | N   | \$1,666.67 | JUN 28/21  | \$1,500   |
| 3      | \$60K  | 14%  | EDMONTON<br>ALBERTA      | N   | \$700.00   | JUN 1/21   | 500       |
| 4      | \$260K | 10%  | PITT<br>WINDSOR          | N   | \$2,166.67 | DEC 14/21  | 2,000     |
| 5      | \$200K | 12%  | 670 CAMERON<br>WINDSOR   | N   | \$2,000.00 | DEC 3/21   | 2,000     |
| 6      | \$167K | 13.5 | 1625 TECUMSEH<br>WINDSOR | N   | \$1,250.00 | JAN 3/23   | 1,000     |
| 7      | \$200K | 14   | 8998 EMIRY<br>MISSION    | N   | \$2,333.33 | APR /21    | 2,000     |

PATRICK MORTGAGES APR. 1. 2022

| LOAN #  | AMOUNT   | RATE | ADDRESS               | REG | PAYMENT     | MATURE     | RENEW FEE    |
|---------|----------|------|-----------------------|-----|-------------|------------|--------------|
| 1       | \$150K   | 12%  | TECUMSEH WINDSOR      | Y   | \$1,500     | SEPT 12/21 | \$1,000      |
| 2       | \$200K   | 12%  | PILLETTE WINDSOR      | N   | \$1,666.67  | JUN 28/21  | \$1,500      |
| 3       | \$60K    | 14%  | EDMONTON ALBERTA      | N   | \$700.00    | JUN 1/21   | 500          |
| 4       | \$260K   | 10%  | PITT WINDSOR          | N   | \$2,166.67  | DEC 14/21  | 2,000        |
| 5       | \$200K   | 12%  | 670 CAMERON WINDSOR   | N   | \$2,000.00  | DEC 3/21   | 2,000        |
| 6       | \$167K   | 13.5 | 1625 TECUMSEH WINDSOR | N   | \$1,250.00  | JAN 3/23   | 1,000        |
| 7       | \$200K   | 14   | 8998 EMIRY MISSION    | N   | \$2,333.33  | APR /21    | 2,000        |
| 8       | \$200K   | 12%  | 670 CAMERON           | N   | \$2,000     | MAR/23     | 2,000        |
| TOTALS: | \$1,437K |      | TOTAL MONTHLY:        |     | \$13,616.67 | YEARLY:    | \$163,400.04 |

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Wednesday, June 3, 2026 7:53 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: The Bank of Nova Scotia v. Cameron Partners Ltd.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. The second loan was done by direct transfer. My bank will send confirmation. Edwin

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Wednesday, June 3, 2026 7:55 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>; Patrick Leung <[patrick.investor@gmail.com](mailto:patrick.investor@gmail.com)>  
**Subject:** Fw: [External] Re: loan funding

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. My bank provided this proof. Lender withdrew \$197,500 and directly transferred it to Cameron's BNS account #678760085715. You now have proof of funding for all 3 loans. Edwin

---

**From:** Ko, Eddy <[eddy.ko@scotiabank.com](mailto:eddy.ko@scotiabank.com)>  
**Sent:** June 3, 2026 4:40 PM  
**To:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Subject:** RE: [External] Re: loan funding

Hello Edwin,

I hope this email finds you well.

The screenshot attached below is the only documentation we are able to provide as proof of the transaction.

If a bank letter is required as additional proof, I would be happy to draft and provide one with my signature.

Please let me know if you need any further information.

EDWIN SOON

Account #: 000000076580197  
Branch: 01420  
Branch Name: VANCOUVER COMM.BKG.CTRE&MAIN BRANCH  
Date Account Opened: 2018/12/11  
Account Status: Open

General

Cheque/EFT/Wire Details

Saving Period: 90-Day  
Transaction Type: Withdrawal  
Transaction Description: Transfer to 678760085715  
Status: Original  
Effective Date: 2022/03/14  
Entry Date: 2022/03/14  
GL Date: 2022/03/14  
Processing Transit: 20040  
User ID: 9151242  
Rep. Number: 9151242  
Delivery Channel: BR  
Transaction Reference: 06692532

Amount: \$197,500.00  
Federal Tax:  
Provincial Tax:  
Non-resident Tax:  
Net Amount: \$197,500.00  
Currency: CAD  
DRCR Type: Debit  
Contra/Draft Serial #:  
Withdrawal Reason:  
Financial Hardship Category:

Best Regards,

Eddy Ko (He/Him) | Business Advisor

---

**Scotiabank.**

**Vancouver Main Branch**

650 West Georgia Street, Vancouver, British Columbia, Canada, V6B 4P6

**Chinatown Branch**

101-268 Keefer Street, Vancouver, British Columbia, Canada, V6A 1X5

Tel: 1-236-996-6436; Fax: 1-604-682-6125

[Eddy.Ko@scotiabank.com](mailto:Eddy.Ko@scotiabank.com)

[www.scotiabank.com](http://www.scotiabank.com)

Scotiabank is a business name used by The Bank of Nova Scotia

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>

**Sent:** Monday, June 1, 2026 07:50 PM

**To:** Ko, Eddy <[eddy.ko@scotiabank.com](mailto:eddy.ko@scotiabank.com)>

**Subject:** [External] Re: loan funding

Hello Eddy. Can you look something up for me. I funded a loan on March 14, 2022 to Cameron from 1212279's GIC. I recall I likely had you directly transfer out of the GIC \$197,500.00 to their BNS account attached. The borrower's receiver requires proof I funded the loan and I could not find 'proof' as there was no bank draft or cheque involved. Attached Order to pay signed by borrower and their BNS account. Thanks. Edwin

**From:** James Quigley  
**Sent:** Wednesday, June 10, 2026 11:25 PM  
**To:** 'edwin soon' <[e.soon@live.com](mailto:e.soon@live.com)>; Patrick Leung <[patrick.investor@gmail.com](mailto:patrick.investor@gmail.com)>  
**Cc:** Ian Klaiman <[iklaiman@szklaw.ca](mailto:iklaiman@szklaw.ca)>; Tiegan Kilbride <[tkilbride@szklaw.ca](mailto:tkilbride@szklaw.ca)>  
**Subject:** Cameron Partners Second Mortgage

Mr. Soon,

We have not seen any compelling proof of either of the purported two subsequent advances. The other cheque is for about \$98K to Yuen Fung Leung – not Cameron Partners. The Receiver does not see any factual basis to distribute any additional principal claimed beyond the initial \$200,000.

Based on the payout statement, and accepting the proof of advance of the first advance (based on the December 3, 2019 draft to Cameron Partners for \$195,450, which appears to be incorporated into the mortgage), the Receiver calculates the amount payable to the mortgagee as \$200,000 for principal, \$16,000 for 8 months arrears of interest, \$1,000 for legal fees, and per diem interest from June 15, 2026, to the date of payment.

The Receiver does not see the 3-month penalty as enforceable. It is not anchored in the mortgage and standard charge terms. The mortgagee also cannot rely on s. 17 of the *Mortgages Act* to claim this fee in the context of a court appointed receivership (see *Comfort Capital Inc. v. Yeretsian*, paras. 10-25).

The renewal fees and late fees are not anchored to the mortgage documentation and violate s. 8 (as they increase the fees, charges, etc. triggered by default) – so in the Receiver's view, they are unenforceable. The discharge fee is unenforceable since this mortgage has been vested out.

Therefore, given the discrepancy between the amount being claimed versus what appears to be advanced and secured, the Receiver will be seeking direction from the Court when it obtains its discharge. The Receiver's final report is being prepared, and its Motion Record will be served on all interested parties shortly.

You will have an opportunity to adduce evidence of advance at the hearing.

Many thanks,  
James

**James S. Quigley | Lawyer**  
D. 416 789 0659 | [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)



**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>

**Sent:** Wednesday, June 10, 2026 11:51 PM

**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>; Patrick Leung <[patrick.investor@gmail.com](mailto:patrick.investor@gmail.com)>

**Subject:** Re: Cameron Partners Second Mortgage

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Quigley. I disagree. I provided proof. What more can a lender provide? One Bank draft to Cameron. One bank transfer directly to Cameron's account! (from bank's email recording of transaction) and one cheque paid to Mr. Leung at his request for the Cameron third loan. Cameron is Mr. Leung's company. He specifically asked for the cheque in his name to expedite some payments owed to debtors. Mr. Leung can confirm all 3 loan receipts. I asked him to provide Cameron's bank statements or his own account statement. I sent you the Promissory notes showing the loan amounts, 3 month penalty and late fees which are terms in the loan agreement. All banks routinely charge a 3 month penalty. Mr. Leung can sign an Affidavit confirming all amounts were proper charges. Mr. Leung would consent to the payout as provided. The Promissory notes are legal documents which a Court would accept. I don't know why a Receiver would ignore legal documents or penalties which are the same as all banks charge. This is all above board in arms length loans to the borrower. I am sure that you are aware that all private loans have discharge fees, penalties and late/NSF charges. I assume all the documents provided and details from the lender will be before the Court. One should not penalize a lender who did not register the other 2 loans to save the borrower more costs. Otherwise the Receiver can pay the 3 principal amounts lent, arrears and legal cost and Mr. Leung will reimburse the lender for the other fees outside of the receivership proceeding. Afterall Mr. Leung is a guarantor. Edwin Soon

---

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Thursday, June 11, 2026 5:49 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: Cameron Partners Second Mortgage

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Quigley. I will send you all evidence in attachment. Note Mr. Leung has reached out to his bank to get Cameron's bank statements. Edwin

---

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Tuesday, June 16, 2026 9:08 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: Cameron Partners Second Mortgage

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. Getting whole document package to send to you tomorrow. Edwin

---

**From:** edwin soon <[e.soon@live.com](mailto:e.soon@live.com)>  
**Sent:** Thursday, June 18, 2026 5:16 PM  
**To:** James Quigley <[jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)>  
**Subject:** Re: Cameron

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James. Attached document file with 3 proofs of funding along with direction from borrower. These documents should be before the Court/Receiver. Edwin

## DIRECTION

TO: James Quigley

Re: Borrower: Cameron Partners Ltd.

Guarantor: Yuen Fung Leung, a.k.a. Patrick Leung

Lender: 1212279 B.C. LTD.

Property: 670 Cameron Avenue, Windsor, Ontario

Loan one: \$200,000.00; Loan two: \$200,000.00

Loan three: \$100,000.00

---

I, the undersigned am the authorized signatory of the Borrower and President, director and shareholder, confirm the following:

- 1) All 3 loans were fully funded to Cameron Partners Ltd. and myself.
- 2) Loan 1 and 2 funds were deposited to the Borrower's Bank of Nova Scotia account #678760085715.
- 3) Loan 3 was deposited to the account of Yuen Fung Leung at the request and consent of the Borrower.
- 4) Loan one was registered in Ontario by Gatti Law.
- 5) Loan two and three were not registered but promissory notes were executed by the Borrower and Guarantor.
- 6) The lender has provided proof of funding with copies of 2 cheques and one bank transfer confirmation from the Bank of Nova Scotia.
- 7) The Borrower and Guarantor received the payout statement dated June 1, 2026 and confirm all the figures and fees are correct and were terms of the loans and do not dispute any of the amounts and request a full payout.
- 8) The total amount owing for the 3 loans should be repaid to the Lender otherwise the Lender will proceed with legal action.

Dated: June 17, 2026

\_\_\_\_\_  
CAMERON PARTNERS LTD.  
PER AUTHORIZED SIGNATORY:  
YUEN FUNG LEUNG

\_\_\_\_\_  
YUEN FUNG LEUNG

**Properties**

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

**Chargor(s)**

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

Name CAMERON PARTNERS LTD.  
Address for Service 670 Cameron Avenue  
Windsor, ON N9B 1Z1

I, PATRICK LEUNG, PRESIDENT, have the authority to bind the corporation.

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

**Chargee(s)**

Capacity

Share

Name 1212279 B. C. LTD.  
Address for Service 564 24th Avenue West  
Vancouver, BC V5Z 2B4

**Provisions**

Principal \$200,000.00 Currency CDN  
Calculation Period monthly, not in advance  
Balance Due Date 2020/12/03  
Interest Rate 12.00%  
Payments  
Interest Adjustment Date 2019 12 03  
Payment Date 3rd day of each month  
First Payment Date 2020 01 03  
Last Payment Date 2020 12 03  
Standard Charge Terms 200033  
Insurance Amount Full insurable value  
Guarantor

**Additional Provisions**

✓ PAYMENT: Interest Only, in the sum of \$2,000.00 per month.

Provided that there has never been any default by the Mortgagor hereunder, the Mortgagor shall have the privilege, upon paying to the Mortgagee a bonus equal to three (3) months' interest, of prepaying the whole of the principal sum hereby secured.

✓ Provided that there has never been any default by the Mortgagor hereunder, this mortgage can be automatically renewed upon receipt of renewal fee in the sum of \$2,000.00.

NSF/Late Fee: \$250.00

**Signed By**

Alfredo Romeo Gatti 400-267 Pelissier St. acting for Signed 2019 12 20  
Windsor  
N9A 4K4 Chargor(s)

Tel 519-258-1010

Fax 519-258-0163

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

**Submitted By**

GATTI LAW PROFESSIONAL CORPORATION 400-267 Pelissier St. 2020 01 08  
Windsor  
N9A 4K4

# The Toronto-Dominion Bank

700 WEST GEORGIA ST PACIFIC CENTRE  
VANCOUVER, BC V7Y 1A2

90882267

DATE

2019-12-03

YYYYMMDD

Transit-Serial No.

9400-90882267

Pay to the Order of Cameron Partners LTD.

\$ \*\*\*\*195,450.00

\*\*\*ONE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED FIFTY\*\*\*\*\*00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re LOAN 1

The Toronto-Dominion Bank  
Toronto, Ontario  
Canada M5K 1A2

### Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
- To reduce the risk of a draft being lost, please consider using registered mail or courier
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor
- Do not destroy original draft and customer's record of draft purchased

### Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

CUSTOMER RECEIPT PAGE 01/01

DEC 03 2019

ID 6MDTL

VANCOUVER COMM. BKG. CTRE&MAIN BRA  
NCH TR01420

PIN \*N\*

OFFICER ID: 810

Third Party Deposit  
67876 00857 15

\$195,450.00

Clearing Items:  
(Cheque)

\$195,450.00

Total: \$195,450.00

\*\*\*\*\*

Thank You  
Have an excellent day

\*\*\*\*\*



## Company Pre-Authorized Payment Instructions

Use this form to advise your payment company to either change existing pre-authorized transactions, or set-up new pre-authorized transactions (i.e., withdrawals or deposits) from or to your Scotiabank account.

To:

EDWIN SOON LAW OFFICE

(INSERT NAME OF BILL ISSUING COMPANY, CABLE SUPPLIER, INSURANCE, ETC.)

### Customer Information

|                                           |                |                               |
|-------------------------------------------|----------------|-------------------------------|
| CUSTOMER NAME(S)<br>CAMERON PARTNERS LTD. |                | TELEPHONE NO.<br>604-862-6873 |
| ADDRESS<br>670 CAMERON AVENUE             |                |                               |
| CITY<br>WINDSOR                           | PROVINCE<br>ON | POSTAL CODE<br>N9B 1Z1        |

### Pre-authorized Transaction Information

|                      |                      |
|----------------------|----------------------|
| COMPANY NAME         | ACCOUNT / POLICY NO. |
| PAYMENT AMOUNT<br>\$ | PAYMENT DATE         |

### Bank Account Information

|                                                                            |        |                |
|----------------------------------------------------------------------------|--------|----------------|
| INSTITUTION                                                                | NUMBER | ACCOUNT NUMBER |
| THE BANK OF NOVA SCOTIA                                                    | 002    | 67876 0085715  |
| BRANCH ADDRESS<br>20 Queen Street W, 4th Floor, Toronto, ON, Canada M5H3R3 |        |                |

I authorize the Company and Scotiabank to debit or credit (as applicable) my bank account for payment as indicated above. I understand that Scotiabank is not responsible for verifying these payments from or to my account. I will notify the Company promptly in writing if I close or make other changes to my account. I may cancel this authorization at any time in writing to the Company. However, I am still responsible for my contract obligations to the Company.

Authorized by:

SIGNATURE(S)

March 30, 2016

DATE

Note: Forward this completed form to the Company and keep a copy for your records. If you are unsure whether or not the Company will act on these instructions, please contact them to confirm.

PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD./EDWIN SOON

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$200,000.00

INTEREST RATE: 12.00% PER ANNUM

TERM: 1 YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lender the principal sum of \$200,000.00 with interest payable on the principal at the rate of 12.00% per annum, calculated monthly, not in advance for a total of \$24,000.00 per year payable in equally monthly payments of \$2,000.00 per month interest only.
2. This is a closed mortgage. Penalty is 3 months interest. All legal costs are payable by the borrower.
3. This loan shall be repaid in full on March 14, 2023. If unpaid on the due date, the Lender may extend/renew the loan for another year with a renewal fee of \$2,000.00 with interest at the same rate.
4. The Lender's legal fee/expenses are \$1,000.00. The Borrower shall pay for the Windsor lawyer legal costs to register. There is a lender discharge fee of \$500.00. This does not include the Windsor lawyer costs to register a discharge.
5. All costs, expenses and legal fees incurred by the Lender regarding this loan shall be paid by the Borrower.
6. This note shall be secured by a 2<sup>nd</sup> mortgage over 670 Cameron Road, Windsor, Ontario (the "Security").
7. Upon default, the Lender may take possession of the Security and the Lender is granted all rights of possession as a secured party.

8. Upon default the Borrower assigns all rights in any leases and rents to the Lender.

9. This note is governed by the laws of the Province of B.C. and Ontario.

10. The Borrower has been advised to see independent legal advice and shall obtain or expressly waive their right to independent legal advice.

The Borrower acknowledges Edwin Soon acts for the Lender.

11. The penalty for early repayment is 3 months interest.

12. The Borrower shall provide 12 post dated cheques or make payments electronically.

13. There is a nsf charge and late charge of \$200.00 per item.

14. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

BORROWER(S) SIGNATURE(S):



\_\_\_\_\_  
1222210 LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



\_\_\_\_\_  
YUEN FUNG LEUNG

loan 2

ORDER TO PAY/DIRECTION

March 14, 2022

TO: EDWIN SOON

RE: LOAN AMOUNT: \$200,000.00  
LENDER(S): 1212279 B.C. Ltd./ c.o. Edwin Soon  
BORROWER: Cameron Partners Ltd.  
GUARANTOR: Yuen Fung Leung  
PROPERTY: 670 Cameron Road,  
Windsor, Ontario  
PRIORITY: 3RD MORTGAGE  
FUNDING DATE: March 14, 2022

---

PRINCIPAL AMOUNT: \$200,000.00

Less Lender legal costs: 2,500.00  
includes Windsor legal Fees:

BALANCE TO BORROWER(S): \$197,500.00 NET FUNDS

Monthly payment \$2,000.00 starts April 14, 2022

BORROWER(S) SIGNATURE(S):



---

CAMERON PARTNERS LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



---

YUEN FUNG LEUNG

CANADA

PROVINCE OF

BRITISH COLUMBIA

EDWIN SOON

Account #: 00000076580197  
Branch: 01420  
Branch Name: VANCOUVER COMM BKG CTRE&MAIN BRANCH  
Date Account Opened: 2018/12/11  
Account Status: Open

General

Cheque/EFT/Wire Details

Saving Period: 90-Day  
Transaction Type: Withdrawal  
Transaction Description: Transfer to 678760085715 *Canam*  
Status: Original  
Effective Date: 2022/03/14  
Entry Date: 2022/03/14  
GL Date: 2022/03/14  
Processing Transit: 20040  
User ID: 9151242  
Rep. Number: 9151242  
Delivery Channel: BR  
Transaction Reference: 06692532

Amount: \$197,500.00  
Federal Tax:  
Provincial Tax:  
Non-resident Tax:  
Net Amount: \$197,500.00  
Currency: CAD  
DRCR Type: Debit  
Control/Draft Serial #:  
Withdrawal Reason:  
Financial Hardship Category:

*Direct transfer to Canam's BNS ACCOUNT*

PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD.

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$100,000.00

INTEREST RATE: 14% ANNUALLY NOT IN ADVANCE

TERM: ONE YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lenders the principal sum of \$100,000.00 with interest payable on the principal at the rate of 14%.
2. All legal costs are payable by the borrower.
3. This loan shall be repaid on May 14, 2026.
4. The Lenders' legal fee is paid by the borrower.
5. All costs, expenses and legal fees incurred by the Lenders regarding this loan shall be paid by the Borrower.
6. This note shall be secured by 670 Cameron Avenue, Windsor, Ontario. (the "Property"). The sum of \$100,000.00 is provided by the Lender for renovations to the Property.
7. Upon default, the Lenders may take possession of the Property and the Lenders are granted all rights of possession as a secured party.
8. There is a renewal fee of \$1,000.00, discharge fee of \$500.00. Early repayment has a 3 month interest penalty.

*Handwritten signature*

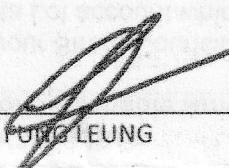
9. The Borrower has approved and authorized borrowing the loan.
10. This note is governed by the laws of the Province of B.C. and Ontario.
11. The parties shall obtain independent legal advice or expressly waive it.
12. There is a nsf charge and late charge of \$200.00 per item.
13. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

DATED: May 14 , 2025

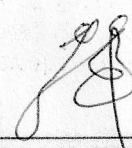
SIGNED SEALED AND DELIVERED BY  
THE BORROWER:

  
\_\_\_\_\_  
CAMERON PARTNERS LTD., by  
Its authorized signatory

SIGNED SEALED AND DELIVERED BY  
THE GUARANTOR:

  
\_\_\_\_\_  
YUEN FUNG LEUNG

SIGNED SEALED AND DELIVERED BY  
THE LENDER

  
\_\_\_\_\_  
1212279 B.C. LTD., by its  
Authorized signatory

9400-5321168  
CHEQUE # 02769

\$98,380.90

EDWIN SOON LAW OFFICE  
TRUST ACCOUNT  
409-888 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9  
PHONE: (604) 601-2127

2769

14 05 2025

PAY TO THE ORDER OF YUEN FUNG LEUNG

DATE DDMMYYYY

NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY TO \$ 98,380.90

TO CANADA TRUST  
700 WEST GEORGIA STREET  
VANCOUVER, BC V7Y 1A2

FOR MORTGAGE FUNDS

257112

100 DOLLARS

TALBOT ACCOUNT

10027599 109400000040 0902005321168

CHEQUE # 02769

20250514  
TA 0500

83339-68-6892356

ENDORSEMENT - SIGNATURE OR STAMP  
ENDOSSEMENT - SIGNATURE OU ESTAMPE

5247476235 0000000063396892356

TDCT BIN 9400 VAN  
20250514 18N 2144371525  
CR 33339-6892356

BACK/VERSO

Loan 3



Branch: 9400 VAN TD TOWER BRANCH  
700 W GEORGIA ST PACIFIC  
CENTRE  
VANCOUVER, BC

Date: May 14, 2025, 03:49 PM  
Ref #: 00890978/8 - Z1A1  
Supervisor Override: ZKAR

From: Cheque Total

98,380.90

To: 8333-68\*\*\*\*56

Deposit

LEUNG Y LAO

98,380.90

Thank You for banking with TD.

For information call

EasyLine 1-866-222-3456

or visit td.com

## TD Canada Trust

### How to Set up Direct Deposits or Pre-Authorized Debits

#### Customer Name

YUEN FUNG LEUNG

#### Transit No.

8 3 3 3 9

#### Inst. No.

0 0 4

#### Account No.

6 8 9 2 3 5 6

~~ONLINE~~

Use the account details provided to set up Direct Deposits and Pre-Authorized Debit Payments.

#### Direct Deposit

Direct Deposit is the most convenient way to receive recurring deposits (i.e. pay, pension, government payments, annuity, interest, etc.) with immediate access to funds. There are no holds on your funds or a need for special trips to your local branch

# EDWIN SOON LAW OFFICE

609-938 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9

TEL: 604-601-2127  
FAX: 778-371-3950  
EMAIL: e.soon@live.com

June 1, 2026

## PAYOUT STATEMENT

To: Cameron Partners Ltd.

Re: Borrower: Cameron Partners Ltd./Patrick Leung  
Lender: 1212279 B.C. LTD.  
Property: 670 Cameron Avenue, Windsor, Ontario.  
Maturity: December 3, 2026  
Payout date: as of June 15, 2026

PRINCIPAL FIRST LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
SECOND LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
THIRD LOAN: \$100,000.00, monthly payment \$1,166.67, yearly renewal fee: \$1,000.00  
TOTAL PRINCIPAL: \$500,000.00, total monthly payment \$5,166.67, yearly renew fees \$5,000.00

PENALTY 3 months interest 3 x \$5,166.67: \$15,500.01

ARREARS: LOAN 1: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 2: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 3: \$1,166.67 x 8 months: \$9,333.36; late fees \$1,600.00  
TOTAL: \$46,133.36

OUTSTANDING RENEWAL FEES 2024-2026: \$15,000.00

Lender legal fees: \$1,000.00

LENDER DISCHARGE FEE: \$500.00 per loan x 3= \$1,500.00

BALANCE OWING AS AT June 15, 2026: \$579,133.37 (not including compounding interest)

PER DIEM: \$206.27 PAYABLE UNTIL FUNDS RECEIVED.

FUNDS PAYABLE TO 1212279 B.C. LTD. or to EDWIN SOON IN TRUST BY BANK DRAFT OR TRUST CHEQUE

Yours truly,



Edwin Soon

# APPENDIX “8”



## BC Company Summary

For  
**1212279 B.C. LTD.**

**Date and Time of Search:** March 03, 2026 10:33 AM Pacific Time  
**Currency Date:** November 25, 2025

### ACTIVE

|                                   |                                                     |                           |
|-----------------------------------|-----------------------------------------------------|---------------------------|
| <b>Incorporation Number:</b>      | BC1212279                                           |                           |
| <b>Name of Company:</b>           | 1212279 B.C. LTD.                                   |                           |
| <b>Business Number:</b>           | 788279073 BC0001                                    |                           |
| <b>Recognition Date and Time:</b> | Incorporated on June 11, 2019 07:17 PM Pacific Time | <b>In Liquidation:</b> No |
| <b>Last Annual Report Filed:</b>  | June 11, 2025                                       | <b>Receiver:</b> No       |

### REGISTERED OFFICE INFORMATION

|                                                                                  |                                                                                   |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Mailing Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA | <b>Delivery Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

### RECORDS OFFICE INFORMATION

|                                                                                  |                                                                                   |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Mailing Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA | <b>Delivery Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
HUANG, PING

|                                                                                  |                                                                                   |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Mailing Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA | <b>Delivery Address:</b><br>609-938 HOWE STREET<br>VANCOUVER BC V6Z 1N9<br>CANADA |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

NO OFFICER INFORMATION FILED AS AT June 11, 2025.

# APPENDIX “9”

# EDWIN SOON LAW OFFICE

609-938 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9

TEL: 604-601-2127  
FAX: 778-371-3950  
EMAIL: e.soon@live.com

April 17, 2026

## PAYOUT STATEMENT

To: Cameron Partners Ltd.

Re: Borrower: Cameron Partners Ltd./Patrick Leung  
Lender: 1212279 B.C. LTD.  
Property: 670 Cameron Avenue, Windsor, Ontario.  
Maturity: December 3, 2026  
Payout date: as of April 17, 2026

|                       |              |
|-----------------------|--------------|
| PRINCIPAL FIRST DRAW: | \$200,000.00 |
| SECOND DRAW:          | \$200,000.00 |
| THIRD DRAW:           | \$100,000.00 |
| TOTAL PRINCIPAL:      | \$500,000.00 |

PENALTY 3 months interest: \$15,500.00

ARREARS: \$38,002.00

OUTSTANDING RENEWAL FEES: \$14,000.00

Lender legal fees: \$1,000.00

LENDER DISCHARGE FEE: \$1,500.00

BALANCE OWING AS AT April. 17, 2026: \$570,002.00

PER DIEM: \$218.63 \$PAYABLE UNTIL FUNDS RECEIVED.

FUNDS PAYABLE TO 1212279 B.C. LTD. or to EDWIN SOON IN TRUST BY BANK DRAFT OR LAWYERS'  
TRUST CHEQUE

Yours truly,



Edwin Soon

## PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD./EDWIN SOON

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$200,000.00

INTEREST RATE: 12.00% PER ANNUM

TERM: 1 YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lender the principal sum of \$200,000.00 with interest payable on the principal at the rate of 12.00% per annum, calculated monthly, not in advance for a total of \$24,000.00 per year payable in equally monthly payments of \$2,000.00 per month interest only.
2. This is a closed mortgage. Penalty is 3 months interest. All legal costs are payable by the borrower.
3. This loan shall be repaid in full on March 14, 2023. If unpaid on the due date, the Lender may extend/renew the loan for another year with a renewal fee of \$2,000.00 with interest at the same rate.
4. The Lender's legal fee/expenses are \$1,000.00. The Borrower shall pay for the Windsor lawyer legal costs to register. There is a lender discharge fee of \$500.00. This does not include the Windsor lawyer costs to register a discharge.
5. All costs, expenses and legal fees incurred by the Lender regarding this loan shall be paid by the Borrower.
6. This note shall be secured by a 2<sup>nd</sup> mortgage over 670 Cameron Road, Windsor, Ontario (the "Security").
7. Upon default, the Lender may take possession of the Security and the Lender is granted all rights of possession as a secured party.

8. Upon default the Borrower assigns all rights in any leases and rents to the Lender.

9. This note is governed by the laws of the Province of B.C and Ontario.

10. The Borrower shall obtain independent legal advice.

The Borrower acknowledges Edwin Soon acts for the Lender..

11. The Borrower shall provide post dated cheques or make payments electronically.

12. There is a nsf charge and late charge of \$200.00 per item.

13. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

DATED: March 14, 2022

SIGNED SEALED AND DELIVERED BY  
THE BORROWER:



---

CAMERON PARTNERS LTD., by its  
authorized signatory

SIGNED SEALED AND DELIVERED BY  
THE GUARANTOR:



---

YUEN FUNG LEUNG

SIGNED SEALED AND DELIVERED BY  
THE LENDER:



---

1212279 B.C. LTD., by its  
authorized signatory

ORDER TO PAY/DIRECTION

March 14, 2022

TO: EDWIN SOON

RE: LOAN AMOUNT: \$200,000.00  
LENDER(S): 1212279 B.C. Ltd./ c.o. Edwin Soon  
BORROWER: Cameron Partners Ltd.  
GUARANTOR: Yuen Fung Leung  
PROPERTY: 670 Cameron Road,  
Windsor, Ontario  
PRIORITY: 3RD MORTGAGE  
FUNDING DATE: March 14, 2022

---

PRINCIPAL AMOUNT: \$200,000.00

Less Lender legal costs: 2,500.00  
includes Windsor legal Fees:

BALANCE TO BORROWER(S): \$197,500.00 NET FUNDS

Monthly payment \$2,000.00 starts April 14, 2022

BORROWER(S) SIGNATURE(S):



---

CAMERON PARTNERS LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



---

YUEN FUNG LEUNG

PROMISSORY NOTE/LOAN AGREEMENT

BORROWER: CAMERON PARTNERS LTD.

LENDER: 1212279 B.C. LTD.

GUARANTOR: YUEN FUNG LEUNG

PRINCIPAL AMOUNT: \$100,000.00

INTEREST RATE: 14% ANNUALLY NOT IN ADVANCE

TERM: ONE YEAR CLOSED

1. For valuable consideration received and hereby acknowledged, the Borrower promises to pay to the Lenders the principal sum of \$100,000.00 with interest payable on the principal at the rate of 14%.
2. All legal costs are payable by the borrower.
3. This loan shall be repaid on May 14, 2026.
4. The Lenders' legal fee is paid by the borrower.
5. All costs, expenses and legal fees incurred by the Lenders regarding this loan shall be paid by the Borrower.
6. This note shall be secured by 670 Cameron Avenue, Windsor, Ontario. (the "Property"). The sum of \$100,000.00 is provided by the Lender for renovations to the Property.
7. Upon default, the Lenders may take possession of the Property and the Lenders are granted all rights of possession as a secured party.
8. There is a renewal fee of \$1,000.00, discharge fee of \$500.00. Early repayment has a 3 month interest penalty.

*Handwritten signature*

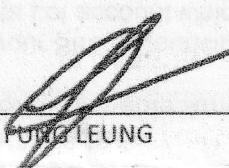
9. The Borrower has approved and authorized borrowing the loan.
10. This note is governed by the laws of the Province of B.C. and Ontario.
11. The parties shall obtain independent legal advice or expressly waive it.
12. There is a nsf charge and late charge of \$200.00 per item.
13. This note shall be binding upon the parties, their heirs, successors, assigns, executors and Administrators.

DATED: May 14 , 2025

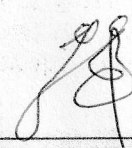
SIGNED SEALED AND DELIVERED BY  
THE BORROWER:

  
\_\_\_\_\_  
CAMERON PARTNERS LTD., by  
Its authorized signatory

SIGNED SEALED AND DELIVERED BY  
THE GUARANTOR:

  
\_\_\_\_\_  
YUEN FUNG LEUNG

SIGNED SEALED AND DELIVERED BY  
THE LENDER

  
\_\_\_\_\_  
1212279 B.C. LTD., by its  
Authorized signatory



## Company Pre-Authorized Payment Instructions

Use this form to advise your payment company to either change existing pre-authorized transactions, or set-up new pre-authorized transactions (i.e., withdrawals or deposits) from or to your Scotiabank account.

To:

EDWIN SOON LAW OFFICE

(INSERT NAME OF BILL ISSUING COMPANY, CABLE SUPPLIER, INSURANCE, ETC.)

### Customer Information

|                                           |                |                               |
|-------------------------------------------|----------------|-------------------------------|
| CUSTOMER NAME(S)<br>CAMERON PARTNERS LTD. |                | TELEPHONE NO.<br>604-862-6873 |
| ADDRESS<br>670 CAMERON AVENUE             |                |                               |
| CITY<br>WINDSOR                           | PROVINCE<br>ON | POSTAL CODE<br>N9B 1Z1        |

### Pre-authorized Transaction Information

|                      |                      |
|----------------------|----------------------|
| COMPANY NAME         | ACCOUNT / POLICY NO. |
| PAYMENT AMOUNT<br>\$ | PAYMENT DATE         |

### Bank Account Information

|                                                                            |        |                                         |
|----------------------------------------------------------------------------|--------|-----------------------------------------|
| INSTITUTION                                                                | NUMBER | ACCOUNT NUMBER                          |
| THE BANK OF NOVA SCOTIA                                                    | 002    | 67876 0085715<br><small>Transit</small> |
| BRANCH ADDRESS<br>20 Queen Street W, 4th Floor, Toronto, ON, Canada M5H3R3 |        |                                         |

I authorize the Company and Scotiabank to debit or credit (as applicable) my bank account for payment as indicated above. I understand that Scotiabank is not responsible for verifying these payments from or to my account. I will notify the Company promptly in writing if I close or make other changes to my account. I may cancel this authorization at any time in writing to the Company. However, I am still responsible for my contract obligations to the Company.

Authorized by:

SIGNATURE(S)

March 30, 2016

DATE

Note: Forward this completed form to the Company and keep a copy for your records. If you are unsure whether or not the Company will act on these instructions, please contact them to confirm.

90882267

# The Toronto-Dominion Bank

700 WEST GEORGIA ST PACIFIC CENTRE  
VANCOUVER, BC V7Y 1A2

DATE

2019-12-03

YYYYMMDD

Transit-Serial No.

9400-90882267

Pay to the Order of Cameron Partners LTD.

\$ \*\*\*\*195,450.00

\*\*\*ONE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED FIFTY\*\*\*\*\*00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

**The Toronto-Dominion Bank**  
Toronto, Ontario  
Canada M5K 1A2

## Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
- To reduce the risk of a draft being lost, please consider using registered mail or courier
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor
- Do not destroy original draft and customer's record of draft purchased

## Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

9400-5321168

CHEQUE # 02769

\$98,380.90

|                                                                                                                   |              |      |
|-------------------------------------------------------------------------------------------------------------------|--------------|------|
| EDWIN SOON LAW OFFICE<br>TRUST ACCOUNT<br>809-808 HOWE STREET<br>VANCOUVER, B.C. V6Z 1N3<br>PHONE: (604) 501-2127 |              | 2769 |
| DATE 14 05 2025                                                                                                   |              |      |
| PAY TO THE ORDER OF<br>YUEN FUNG LEUNG                                                                            | \$ 98,380.90 |      |
| NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY AND 90/100 DOLLARS                                                     |              |      |
| TO CANADA TRUST<br>700 WEST GEORGIA STREET<br>VANCOUVER, BC V7Y 1A2                                               |              |      |
| FOR: MORTGAGE FUNDS                                                                                               |              |      |
| 25112                                                                                                             |              |      |
| ⑆02759⑆ ⑆9400⑆004⑆ 0902⑆5321168⑆                                                                                  |              |      |

CHEQUE # 02769

|                                                                   |                                                                                             |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 20290514<br>7A 0500                                               | 83739-604-6092356<br>ENDORSEMENT - SIGNATURE OR STAMP<br>ENDOSSEMENT - SIGNATURE OU ESTAMPE |
| 5247476235 0000000083396892356                                    |                                                                                             |
| TDCT BRN 9400 VAN<br>303M018 TEN 214474525<br>CTR - 83339-6892356 |                                                                                             |
| BACK/VERSO                                                        |                                                                                             |

CUSTOMER RECEIPT PAGE 01/01

DEC 03 2019

ID 6MDTL

VANCOUVER COMM. BKG. CTRE&MAIN BRA  
NCH TR01420

PIN \*N\*

OFFICER ID: 810

Third Party Deposit  
67876 00857 15

\$195,450.00

Clearing Items:  
(Cheque)

\$195,450.00

Total: \$195,450.00  
\*\*\*\*\*

Thank You  
Have an excellent day

\*\*\*\*\*



Branch: 9400 VAN TD TOWER BRANCH  
700 W GEORGIA ST PACIFIC  
CENTRE  
VANCOUVER, BC

Date: May 14, 2025, 03:49 PM  
Ref #: 00890978/8 - ZTAJ  
Supervisor Override: ZKAR

From: Cheque Total

98,380.90

To: 8333-68\*\*\*\*56

Deposit  
LEUNG Y LAO

98,380.90

# EDWIN SOON LAW OFFICE

609-938 HOWE STREET  
VANCOUVER, B.C. V6Z 1N9

TEL: 604-601-2127  
FAX: 778-371-3950  
EMAIL: e.soon@live.com

June 1, 2026

## PAYOUT STATEMENT

To: Cameron Partners Ltd.

Re: Borrower: Cameron Partners Ltd./Patrick Leung  
Lender: 1212279 B.C. LTD.  
Property: 670 Cameron Avenue, Windsor, Ontario.  
Maturity: December 3, 2026  
Payout date: as of June 15, 2026

PRINCIPAL FIRST LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
SECOND LOAN: \$200,000.00, monthly payment \$2,000.00, yearly renewal fee: \$2,000.00  
THIRD LOAN: \$100,000.00, monthly payment \$1,166.67, yearly renewal fee: \$1,000.00  
TOTAL PRINCIPAL: \$500,000.00, total monthly payment \$5,166.67, yearly renew fees \$5,000.00

PENALTY 3 months interest 3 x \$5,166.67: \$15,500.01

ARREARS: LOAN 1: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 2: \$2,000.00 x 8 months: \$16,000.00; late fees \$1,600.00  
LOAN 3: \$1,166.67 x 8 months: \$9,333.36; late fees \$1,600.00  
TOTAL: \$46,133.36

OUTSTANDING RENEWAL FEES 2024-2026: \$15,000.00

Lender legal fees: \$1,000.00

LENDER DISCHARGE FEE: \$500.00 per loan x 3= \$1,500.00

BALANCE OWING AS AT June 15, 2026: \$579,133.37 (not including compounding interest)

PER DIEM: \$206.27 PAYABLE UNTIL FUNDS RECEIVED.

FUNDS PAYABLE TO 1212279 B.C. LTD. or to EDWIN SOON IN TRUST BY BANK DRAFT OR TRUST CHEQUE

Yours truly,



Edwin Soon

90882267

# The Toronto-Dominion Bank

700 WEST GEORGIA ST PACIFIC CENTRE  
VANCOUVER, BC V7Y 1A2

DATE 2019-12-03  
YYYYMMDD

Transit-Serial No. 9400-90882267

Pay to the Order of Cameron Partners LTD.

\$ \*\*\*\*195,450.00

\*\*\*ONE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED FIFTY\*\*\*\*\*00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re LOAN 1

The Toronto-Dominion Bank  
Toronto, Ontario  
Canada M5K 1A2

## Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
- To reduce the risk of a draft being lost, please consider using registered mail or courier
- To replace a lost or stolen draft additional security may be required, at a cost to the requestor
- Do not destroy original draft and customer's record of draft purchased

Receipt Only - Non Negotiable  
Please retain for presentation in event Original lost

9400-5321168  
CHEQUE # 02769

\$98,380.90

|                                                                                                                   |  |              |
|-------------------------------------------------------------------------------------------------------------------|--|--------------|
| EDWIN SOON LAW OFFICE<br>TRUST ACCOUNT<br>809-938 HOWE STREET<br>VANCOUVER, B.C. V6E 1N9<br>PHONE: (604) 601-3127 |  | 2769         |
| PAY TO THE ORDER OF YUEN FUNG LEUNG                                                                               |  | 14052025     |
| NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY                                                                        |  | 90           |
| TD CANADA TRUST<br>700 WEST GEORGIA STREET<br>VANCOUVER, BC V7Y 1A2                                               |  | \$ 98,380.90 |
| FOR MORTGAGE FUNDS                                                                                                |  | 2512         |
| 1027599 1940000004 040205321288                                                                                   |  |              |

CHEQUE # 02769

|                                                                    |                                                                                                 |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| 20250014<br>TA 02500                                               | 83334 - 004 - 6892356<br>ENDORSEMENT - SIGNATURE OR STAMP<br>ENDOSSEMENT - SIGNATURE OU ESTAMPE |
| 5247476235 00000000833396892356                                    |                                                                                                 |
| TDCT BRN 94000 VAN<br>20250014 BRN 2144374523<br>CR - 83334-002356 | BACK/VERSO                                                                                      |

Loan 3

TD Canada Trust

How to Set up Direct Deposits or Pre-Authorized Debits

## Customer Name

YUEN FUNG LEUNG

Transit No.

8 3 3 3 9

Inst. No.

0 0 4

Account No.

6 8 9 2 3 5 6

ON ONIX

Use the account details provided to set up Direct Deposits and Pre-Authorized Debit Payments.

## Direct Deposit

Direct Deposit is the most convenient way to receive recurring deposits (i.e. pay, pension, government payments, annuity, interest, etc.) with immediate access to funds. There are no holds on your funds or a need for special trips to your local branch

loan 2

ORDER TO PAY/DIRECTION

March 14, 2022

TO: EDWIN SOON

RE: LOAN AMOUNT: \$200,000.00  
LENDER(S): 1212279 B.C. Ltd./ c.o. Edwin Soon  
BORROWER: Cameron Partners Ltd.  
GUARANTOR: Yuen Fung Leung  
PROPERTY: 670 Cameron Road,  
Windsor, Ontario  
PRIORITY: 3RD MORTGAGE  
FUNDING DATE: March 14, 2022

---

PRINCIPAL AMOUNT: \$200,000.00

Less Lender legal costs: 2,500.00  
includes Windsor legal Fees:

BALANCE TO BORROWER(S): \$197,500.00 NET FUNDS

Monthly payment \$2,000.00 starts April 14, 2022

BORROWER(S) SIGNATURE(S):



---

CAMERON PARTNERS LTD., by its authorized  
signatory:  
YUEN FUNG LEUNG

GUARANTOR SIGNATURE:



---

YUEN FUNG LEUNG



## Company Pre-Authorized Payment Instructions

Use this form to advise your payment company to either change existing pre-authorized transactions, or set-up new pre-authorized transactions (i.e., withdrawals or deposits) from or to your Scotiabank account.

To:

EDWIN SOON LAW OFFICE

(INSERT NAME OF BILL ISSUING COMPANY, CABLE SUPPLIER, INSURANCE, ETC.)

### Customer Information

|                                           |                |                               |
|-------------------------------------------|----------------|-------------------------------|
| CUSTOMER NAME(S)<br>CAMERON PARTNERS LTD. |                | TELEPHONE NO.<br>604-862-6873 |
| ADDRESS<br>670 CAMERON AVENUE             |                |                               |
| CITY<br>WINDSOR                           | PROVINCE<br>ON | POSTAL CODE<br>N9B 1Z1        |

### Pre-authorized Transaction Information

|                      |                      |
|----------------------|----------------------|
| COMPANY NAME         | ACCOUNT / POLICY NO. |
| PAYMENT AMOUNT<br>\$ | PAYMENT DATE         |

### Bank Account Information

|                                                                            |        |                |
|----------------------------------------------------------------------------|--------|----------------|
| INSTITUTION                                                                | NUMBER | ACCOUNT NUMBER |
| THE BANK OF NOVA SCOTIA                                                    | 002    | 67876 0085715  |
| BRANCH ADDRESS<br>20 Queen Street W, 4th Floor, Toronto, ON, Canada M5H3R3 |        |                |

I authorize the Company and Scotiabank to debit or credit (as applicable) my bank account for payment as indicated above. I understand that Scotiabank is not responsible for verifying these payments from or to my account. I will notify the Company promptly in writing if I close or make other changes to my account. I may cancel this authorization at any time in writing to the Company. However, I am still responsible for my contract obligations to the Company.

Authorized by:

SIGNATURE(S)

March 30, 2016

DATE

Note: Forward this completed form to the Company and keep a copy for your records. If you are unsure whether or not the Company will act on these instructions, please contact them to confirm.

# **APPENDIX “10”**



**IndCom Leasing Inc.**

5061 Ure Street  
Oldcastle, Ontario N0R 1L0

**Phone** 519.737.0020  
**Fax** 519.737.0030  
**Toll Free** 1.866.613.6274  
[www.indcomleasing.com](http://www.indcomleasing.com)

April 8, 2026

Spetter Zeitz Klaiman  
100 Sheppard Ave E.  
North York, Ontario M2N 6Z1

Attention: James Quigley

RE: Contract No. 14966  
Covering: (2) Rinnai Water Heaters, s/n 211D-BA-039915 & 211D.BA-038770  
Borrower: Cameron Partners Ltd.  
Address: 670 Cameron Ave., Windsor, Ontario N9B 1Z1

Mr. Quigley:

Pursuant to your request, the current payout on the abovementioned contract is as follows:

|                |            |
|----------------|------------|
| Payout Amount: | \$3,074.40 |
| Arrears:       | \$1,479.60 |
| HST            | \$ 399.67  |
| Total          | \$4,953.67 |

Once payment is received by way of certified cheque or bank draft, IndCom will release all interest in the above equipment, property and borrower.

Our payment options are as follows:

1. Cheque, bank draft, or money order, certified cheques, made Payable to INDCOM LEASING INC. Our address is 5061 Ure Street, Oldcastle, Ontario N0R 1L0. Please note, if paid by an uncertified cheque, discharge of registrations will be completed 5 days after the cheque has cleared.
2. Online banking. For online banking, click on Pay Bill/Payments. Click on Add Payee and in the browser type IndCom Leasing Inc. Once you choose IndCom it will prompt you to add an account number. The account number is 14966. Once we have been setup as a payee you can then proceed with "Pay Bill".
3. Interac Email Money Transfers. Add the Name IndCom Leasing Inc. in the recipient field (IndCom Leasing Inc. must be entered) and enter the email address Email [admin@indcomleasing.com](mailto:admin@indcomleasing.com) Please ensure the IndCom account number (14966) is entered in the message field, for identification of the payment. If there is no entry we will be unable to identify the account for credit of the payment.

Should you require further particulars, please contact our office.

Cordially,  
IndCom Leasing Inc.

A handwritten signature in cursive script, appearing to read 'Lia Altenhof'.

Lia Altenhof

# **APPENDIX “11”**

**In the matter of the Receivership of  
Cameron Partners Ltd.  
of the City of Windsor, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements  
As at August 31, 2026

**RECEIPTS**

|                       |                      |                            |
|-----------------------|----------------------|----------------------------|
| 1                     | Miscellaneous        |                            |
|                       | Building and Land    | 2,255,000.00               |
|                       | Rental Income        | 104,817.58                 |
|                       | Miscellaneous income | 2,712.68                   |
|                       | Interest allocation  | 10,435.08                  |
| <b>TOTAL RECEIPTS</b> |                      | <b><u>2,372,965.34</u></b> |

**DISBURSEMENTS**

|                            |                                             |                            |
|----------------------------|---------------------------------------------|----------------------------|
| 2.                         | Federal and Provincial taxes                |                            |
|                            | HST paid on disbursements exclusive of fees | 21,815.34                  |
|                            | HST on Receiver/Agent's Fees                | 15,196.32                  |
|                            | HST on legal fees                           | 5,459.74                   |
|                            | HST on Ascend License Fee                   | 42.25                      |
|                            |                                             | <b><u>42,513.65</u></b>    |
| 3.                         | Miscellaneous                               |                            |
|                            | Appraisal Fees                              | 5,800.00                   |
|                            | Ascend License Fee                          | 325.00                     |
|                            | Commission                                  | 78,925.00                  |
|                            | Courier                                     | 114.73                     |
|                            | Environmental consultants                   | 19,750.00                  |
|                            | Filing Fees Paid to Official Receiver       | 83.96                      |
|                            | Insurance                                   | 3,960.01                   |
|                            | Legal fees/disbursements                    | 42,407.93                  |
|                            | Payment to Bank of Nova Scotia              | 996,429.96                 |
|                            | Property Management                         | 3,953.00                   |
|                            | Property Taxes                              | 116,986.33                 |
|                            | Receiver's fees and costs                   | 116,894.75                 |
|                            | Repairs & maintenance                       | 39,321.48                  |
|                            | Search fees                                 | 8.00                       |
|                            | Security                                    | 340.00                     |
|                            | Travel                                      | 534.24                     |
|                            | Utilities                                   | 29,510.38                  |
|                            |                                             | <b><u>1,455,344.77</u></b> |
| <b>TOTAL DISBURSEMENTS</b> |                                             | <b><u>1,497,858.42</u></b> |

|                                 |                          |
|---------------------------------|--------------------------|
| Net Receipts over Disbursements | <b><u>875,106.92</u></b> |
|                                 | <b>E&amp;EO</b>          |

TAB C

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

TUESDAY, THE 6<sup>TH</sup>

JUSTICE

)

DAY OF OCTOBER, 2026

)

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

**DISTRIBUTION AND DISCHARGE ORDER**

**THIS MOTION** made by **MSI SPERGEL INC.** (the "**Receiver**" or "**Spergel**") in its capacity as receiver appointed, without security, of all the assets, undertakings and properties of Cameron Partners Ltd. (the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor, by Order of the Ontario Superior Court of Justice dated April 8 2025, made pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43., as amended, for an order, *inter alia*:

- (a) approving the Second Report of the Receiver dated September 15, 2026 (the “**Second Report**”) and the actions and activities of the Receiver described herein;
- (b) approving the Receiver’s second interim statement of receipts and disbursements as of July 31, 2026, attached as Appendix “11” to the Second Report (the “**Second Interim SRD**”);
- (c) authorizing the Receiver to make a distribution to 1212279 B.C. Ltd., in the amount of \$216,000.00 plus simple interest monthly thereon at the rate of 12.0% from June 1, 2026, to and including the date of payment in full and final satisfaction of its registered second mortgage on the real property known as 670 Cameron Avenue, Windsor, Ontario (the “**Real Property**”);
- (d) authorizing the Receiver to make a distribution to Indcom Leasing Inc., in the amount of \$4,953.67 in full and final satisfaction of its Notice of Security Interest registered against the Real Property;
- (e) authorizing the Receiver to file an assignment in Bankruptcy on behalf of the Debtor and to act as Trustee of the bankrupt estate; and
- (f) discharging Spergel as Receiver effective upon filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver;

was heard this day at the Court House, 245 Windsor Avenue, Windsor, Ontario.

**ON READING** the Second Report, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Tiegan Kilbride sworn September \_\_\_\_, 2026,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and are hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.

## **APPROVAL OF ACTIVITIES AND RECEIPTS AND DISBURSEMENTS**

2. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver as set out therein 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.

3. **THIS COURT ORDERS** that the Second Interim SRD be and is hereby approved.

## **DISTRIBUTION**

4. **THIS COURT ORDERS** that the Receiver is hereby authorized, without further order of the Court, to make the following distribution:

- (a) to 1212279 B.C. Ltd. in the amount of \$216,000.00 plus simple interest monthly thereon at the rate of 12.0% from June 1, 2026, to and including the date of payment, in full and final satisfaction of its registered second mortgage on the Real Property; and
- (b) to Indcom Leasing Inc. in the amount of \$4,953.67 in full and final satisfaction of its Notice of Security Interest registered against the Real Property.

5. **THIS COURT ORDERS** that that the Receiver is hereby empowered and authorized, but not obligated, to:

- (a) assign the Debtor into bankruptcy; and
- (b) to act as trustee in bankruptcy in respect of the Debtor, take possession and control of the assets of the bankrupt and to pay the costs of such a bankruptcy from the proceeds of the receivership.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver, after the payment of its fees and disbursements and those of its legal counsel, to transfer the balance of funds held by it to the bankrupt estate to be administered by Spergel as trustee.

#### **FEES AND ACCRUAL**

7. **THIS COURT ORDERS** that the Fee Accrual set out at paragraph 32 of the First Report previously approved by the Ancillary Order of Justice Bezaire dated February 24, 2026 is hereby increased to \$300,000, and the Receiver is authorized to pay any unpaid fees and disbursements herein approved including the Fee Accrual.

#### **DISCHARGE**

8. **THIS COURT ORDERS** that upon the Receiver filing a Certificate certifying that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver in substantially the form attached hereto as **Schedule “A”** (the “**Discharge Certificate**”), the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, 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 stays of proceedings in favour of Spergel, in its capacity as the Court-appointed Receiver of the Debtor.

9. **THIS COURT ORDERS AND DECLARES** that Spergel is hereby released and discharged from any and all liability that Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel 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, Spergel 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**

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

11. **THIS COURT ORDERS** that 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.

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**SCHEDULE “A”**

Court File No.: CV-25-00034491-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

THE BANK OF NOVA SCOTIA

Applicant

- and -

CAMERON PARTNERS LTD.

Respondent

**RECEIVER’S DISCHARGE CERTIFICATE**

**RECITALS**

(A) Pursuant to an Order of The Honourable Justice T. Heeney of the Ontario Superior Court of Justice (the “**Court**”) made April 8, 2025, msi Spergel inc. was appointed as receiver and manager (in such capacities, the “**Receiver**”) of all of the assets, undertakings and properties of the Cameron Partners Ltd. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including real property municipally known as 670 Cameron Avenue, Windsor, Ontario (the “**Real Property**”) and also including all proceeds thereof (the “**Property**”).

(B) Pursuant to an Order of the Court made October 6, 2026 (the “**Discharge Order**”), msi Spergel inc. was discharged as the Receiver of all of the assets, undertakings and properties of the Debtor to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor has been

completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of MSI Spergel Inc., in its capacity as the Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Order.

**THE RECEIVER CERTIFIES** the following:

1. all matters to be attended to in connection with the receivership of the Debtor has been completed to the satisfaction of the Receiver; and
2. this Certificate was filed by the Receiver with the Court on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**MSI SPERGEL INC.**, solely in its capacity as the Court-appointed receiver and manager of all the assets, undertakings and properties of Cameron Partners Ltd., and not in its corporate, personal or any other capacity

---

Per:

Name:

Title:

THE BANK OF NOVA SCOTIA  
Applicant

and

CAMERON PARTNERS LTD.  
Respondent

Court File No. CV-25-00034491-0000

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
WINDSOR

**DISTRIBUTION AND  
DISCHARGE ORDER**

**SPETTER ZEITZ KLAIMAN PC**  
Barristers and Solicitors  
100 Sheppard Avenue East, Suite 850  
Toronto, Ontario M2N 6N5

**JAMES S. QUIGLEY**  
LSO No. 42924B  
Tel: (416) 789-0659  
Email: [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)

Lawyers for the Receiver,  
msi Spergel inc.

**THE BANK OF NOVA SCOTIA**

*Applicant*

-and-

**CAMERON PARTNERS LTD.**

*Respondent*

Court File No.: CV-25-00034491-0000

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
WINDSOR

---

**MOTION RECORD**

---

**SPETTER ZEITZ KLAIMAN PC**  
Barristers & Solicitors  
100 Sheppard Avenue East, Suite 850  
Toronto, Ontario M2N 6N5

**JAMES S. QUIGLEY**  
LSO No. 42924B  
Tel: (416) 789-0659  
Email: [jsquigley@szklaw.ca](mailto:jsquigley@szklaw.ca)

Lawyers for the Receiver,  
msi Spergel inc.