

Court File No. CV-

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

BETWEEN:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

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.

**APPLICATION RECORD
(returnable March 9, 2020)**

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
E-mail: maya@chaitons.com

Lawyers for 1711423 Ontario Limited

SERVICE LIST
(as of March 5, 2020)

<p>CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p>Maya Poliak Tel: (416) 218-1161 Fax: (416) 218-1844 E-mail: maya@chaitons.com</p> <p>Lawyers for 1711423 Ontario Limited</p>	<p>LOOPSTRA NIXON LLP 135 Queens plate Drive, Suite 600 Toronto, ON, M9W 6V7</p> <p>Ian Scarlett Tel: (416) 748-4761 Fax: (416) 746-8319 E-mail: iscarlett@loonix.com</p> <p>Corporate Lawyers for 1711423 Ontario Limited</p> <p>Cc: John C. Hubble Email: hubblejohnc@gmail.com</p>
<p>MNP LTD. 111 Richmond Street West, Suite 300 Toronto, ON, M5H 2G4</p> <p>Jerry Henechowicz Tel: (416) 515-3924 Fax: (647) 808-0750 E-mail: Jerry.Henechowicz@mnp.ca</p> <p>Proposed Receiver</p>	<p>TORKIN MANES LLP 151 Yonge Street, Suite 1500 Toronto, ON, M5C 2W7</p> <p>Jeffrey Simpson Tel: (416) 777-5413 Fax: 1-888-587-9143 E-mail: jsimpson@torkinmanes.com</p> <p>Lawyers for the Proposed Receiver</p>
<p>HALIBURTON COUNTY DEVELOPMENT CORPORATION</p> <p>235 Highland Street, 2nd Floor P.O. Box 210 Haliburton, Ontario K0M 1S0</p> <p>Kelly Jones, Acting Loans Office kjones@haliburtoncdc.ca</p> <p>Cory Abbs, Office / Loans Administrator cabbs@haliburtoncdc.ca</p> <p>Autumn Wilson, Program & Operations Coordinator awilson@haliburtoncdc.ca</p>	<p>WATEROUS HOLDEN AMEY HITCHON LAWYERS</p> <p>p.o. OX 1510 20 Wellington Street Brantford, ON N3T 5V6</p> <p>Attention Peter M. Quinlan Tel: 519-751-6416 Fax: 519-759-8360 Email: pquinlan@waterousholden.com</p> <p>Lawyers for Old Mill Marina (Kawagama) Limited, Old Mill Marina (Bay of Lakes) Limited, Robert Walisser</p>

<p>WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 1100-1290 Central Parkway W. Mississauga, ON L5C4R3</p> <p>Attention (CDF)</p>	<p>BANK OF NOVA SCOTIA Standard Life Building 120 King St.W. 5th floor Hamilton, ON L8P 4V2</p>
<p>ROYAL BANK OF CANADA 10 York Mills road 3rd Floor Toronto, ON M2P 0A2</p>	<p>CANADA REVENUE AGENCY c/o Pat Confalone E-mail: Pat.Confalone@justice.gc.ca</p>
<p>DEPARTMENT OF JUSTICE CANADA Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Diane Winters Tel: (416) 973-3172 Fax: (416) 973-0810 Email: Diane.Winters@justice.gc.ca</p> <p>Lawyers for Canada Revenue Agency</p>	<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE Legal Services, 11th Floor, 777 Bay Street Toronto, ON M5G 2C8</p> <p>Kevin J. O'Hara Tel: (416) 327-8463 Fax: (416) 325-1460 Email: kevin.ohara@ontario.ca</p>
<p>TOWNSHIP OF ALQONQUIN HIGHLANDS 1123 North Shore Road Algonquin Highlands, ON K0M 1J1</p> <p>Attention K Jean Hughes Treasurer P 705-489-2379 F 705-489-3491 W www.algonquinhighlands.ca</p>	<p>LANG & WATSON 106 Main St. E., Unit #2 Huntsville, ON P1H 1K6</p> <p>Attention: Christopher B. Watson T: 705-789-0125 F: 705-789-0784 Email: chris@langwatsonlaw.ca</p> <p>Lawyers for Jennifer Walisser</p>

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

BETWEEN:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

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.

INDEX

Tab	Document
1.	Notice of Application
2.	Affidavit of John Carl Hubble, sworn March , 2020
A	Corporate Profile Report of Old Mill Marina (Kawagama) Limited
B	Promissory Note, dated September 1, 2016
C	Charge dated September 2, 2016 in the principal amount of \$750,000.00
D	General Security Agreement, dated August 21, 2016
E	Subordination Agreement
F	Promissory Note, dated June 9, 2019
G	Re-Direction of Funds, dated June 9, 2019
H	Notice and Direction of Funds, dated June 26, 2019
I	Notice and Direction of Funds, dated July 16, 2019
J	Charge, dated June 18, 2019 in the principal amount of \$500,000.00
K	Charge in favour of Haliburton County Development Corporation, dated June 5, 2012
L	Postponement by Haliburton County Development Corporation, dated September 2, 2016
M	Parcel Search, dated February 28, 2020

N	PPSR search, dated February 27, 2020
O	Interim Balance Sheet, dated March 31, 2010
P	Email correspondence between Ian Scarlett and Peter Quinlan, dated February 26, 2020
Q	Demand Letter and BIA Notice, dated March 2, 2020
R	Executed Waiver, dated March 3, 2020
S	Lease, dated December 31, 2019
T	Executed Consent of MNP Ltd.
3.	Draft Receivership Order
4.	Blackline to the Model Receivership Order

TAB 1

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

BETWEEN:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

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.

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The Claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on **MARCH 9, 2020 at 10:00 a.m.** or on such other dates as the Court may order at 330 University Avenue, Toronto, Ontario.

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

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

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to oppose this Application but are unable to pay legal fees, legal aid may be available to you by contacting a local Legal Aid office.

Date: March 6, 2020

Issued by: _____
Local Registrar

Address of Court Office:
330 University Avenue
Toronto, Ontario M5G 1R7

TO: SERVICE LIST

APPLICATION

1. The Applicant, 1711423 Ontario Limited (the “**Lender**”) makes an application for an order *inter alia*:

- (a) abridging and validating the service of this Notice of Application
- (b) appointing MNP Ltd. as receiver (the “**Receiver**”) over the property, assets and undertakings of Old Mill Marina (Kawagama) Limited (the “**Debtor**”); and
- (c) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

Background

- (a) The Debtor is a privately-owned Ontario corporation. Robert Walisser and his wife Jennifer Walisser are the sole directors and officers of the Debtor.
- (b) The Debtor is the registered owner of a waterfront property municipally known as 1652 Russell Landing Road, Dorset, Ontario (the “**Property**”) located on Kawagama Lake. The Property includes the Kawagama Marina (as defined below) and a four-bedroom cottage (the “**Cottage**”) which is presently occupied by Jenifer Walisser and the couple’s children.
- (c) Until February 26, 2020, the Debtor operated a marina under the name Old Mill Marina (Kawagama) from the Property (the “**Kawagama Marina**”). The Kawagama Marina consists of 8.5 acres of lakefront property with 1,057 feet of shoreline. The Kawagama Marina includes a 5,500 square foot facility that combines a service shop, a store, offices, a service facility, three covered slip buildings with a combined 49 slips and three main floating dock units containing 41 slips.

- (d) The Debtor leased two indoor boat storage facilities (one of which is heated) (the “**Storage Facilities**”) pursuant to the Lease between 1801552 Ontario Limited and the Debtor (“**180**”), a company related to the Lender. The Storage Facilities were used by the Debtor to provide storage for the Debtor’s customers’ boats. As at the date of this Notice of Application, approximately 200 customer boats are stored at the Storage Facilities.

Loans

- (e) The Lender made two loans to the Debtor in the total principal amount of \$1,250,000. As security for the Loans, the Debtor obtained (among other things):
- (i) a first-ranking mortgage against the Property in the principal amount of \$750,000;
 - (ii) a third-ranking mortgage against the Property in the principal amount of \$500,000; and
 - (iii) a general security agreement granted by the Debtor in favour of the Landlord.
- (f) The following is a list of the Debtor’s other secured creditors:
- (i) Haliburton County Development Corporation which holds a second-ranking mortgage against the Property in the principal amount of \$125,000;
 - (ii) Wells Fargo Capital Finance Corporation Canada (“**Wells Fargo**”) which registered a financing statement against the Debtor’s personal property pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”);
 - (iii) Old Mill Marina (Lake of Bays) Limited, a company related to the Debtor, Jennifer Walisser and Robert Walisser (collectively, the “**Related Parties**”) who registered a financing statement against the Debtor’s personal property pursuant to PPSA; and

- (iv) Royal Bank of Canada and Bank of Nova Scotia who registered financing statements pursuant to the PPSA against certain motor vehicles.
- (g) According to the Debtor, Wells Fargo is owed approximately \$30,000. The Related Parties subordinated their security interests in the Debtor's property to the Lender.

Default and Demand

- (h) The Debtor has been in default of its payment obligations under the First Loan since January 2019. On February 26, 2020, the Debtor stopped operating the Kawagama Marina and abandoned the Property (save and except for the Cottage which is still occupied by Jennifer Walisser).
- (i) On March 3, 2020, the Lender demanded repayment of all amounts due and owing under the loans and issued to the Debtor Notices of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"). As at March 3, 2020, the Debtor is indebted to the Lender in the amount of \$1,136,423.55 for principal and interest, plus costs.
- (j) On March 4, 2020, the Debtor executed a consent to waive the 10-day notice period provided for in Section 244 of the BIA.
- (k) The Property and the Storage Facilities are heated by propane which must be ordered and paid for in advance. In the absence of appropriate arrangements for the propane supply, the buildings on the Property and the Storage Facilities will not be heated, which, among other things, could damage the Property and customer boats stored at the heated storage facility.

Appointment of Receiver

- (l) It is just and convenient in the circumstances to appoint a receiver over the assets, property and undertakings of the Debtor for the purpose of:
 - (i) preserving and protecting the Property;

- (ii) marketing the Property for sale in a court-supervised process for the benefit of all of the Debtor's stakeholders; and
 - (iii) conducting an orderly process for the return of the Debtor's customers boats from the leased storage facility.
- (m) Pursuant to the terms of the Lender's loan and security documents, the Lender has the right to immediately enforce its security, including the right to apply to the Court for the appointment of a receiver over the Debtor's property.
- (n) The Lender proposes that MNP Ltd. be appointed as receiver. MNP Ltd. has advised the Lender that it is prepared to act as receiver if so appointed.

Request to Market the Property Free and Clear of the Lease

- (o) The Cottage on the Property is occupied by Jennifer Walisser and her children. On or around 11 am on March 6, 2020, lawyers for the Lender were provided with a copy of a lease between Jenifer Walisser and the Debtor dated December 31, 2019 (the "Lease"). The Lease is for a period of one year and provides for a lump sum payment of rent in the amount of \$1.00. The Lender was not aware of the existence of this Lease until the morning of March 6, 2020.
- (p) The Lender will seek an order:
- (i) authorizing the Receiver to market the Property for sale free and clear of any rights of occupation of the Property by Jennifer Walisser and Robert Walisser; and
 - (ii) if vacant possession is requested by a purchaser, authorizing the Receiver to deliver vacant possession of the Property, including the Cottage, to the purchaser, or any nominee thereof, upon 90 days-notice in writing to Jennifer Walisser and Robert Walisser.
- (q) 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.

- (r) Such further and other grounds as counsel may advise and this Honourable Court permits.
3. The following documentary evidence will be used at the hearing of the application:
- (a) The Affidavit of John Carl Hubble sworn March 6, 2020; and
 - (b) Such further and other evidence as counsel may advise and this Honourable Court permits.

Date: March 6, 2020

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO) #54100A)
Tel: 416-218-1161
Fax: 416-218-1844
Email: maya@chaitons.com

Lawyers for the Applicant

1711423 ONTARIO LIMITED
Applicant

-and-

OLD MILL MARINA (KAWAGAMA) LIMITED
Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Lawyers for the Applicant

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

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.

AFFIDAVIT OF JOHN CARL HUBBLE

I, **JOHN CARL HUBBLE**, of the Township of Havelock Belmont Methuen, in the County of Peterborough, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Vice President of 1711423 Ontario Limited (the “**Lender**”) and am the individual responsible for managing the loan account of Old Mill Marina (Kawagama) Limited (the “**Debtor**”) since October 22, 2020. I am also the estate trustee of David Harvey, former principal of the Lender. As such, I have knowledge of the matters to which I hereinafter depose. This affidavit is sworn in support of an application by the Lender for the appointment of MNP LTD. as receiver of the undertakings, properties and assets of the Debtor.

BACKGROUND

2. The Debtor is an Ontario corporation with the registered business address of 1652 Russell Landing

Road, Dorset, Ontario. Robert Walisser and his wife Jennifer Walisser¹ are the sole directors and officers of the Debtor. A copy of the Corporate Profile for the Debtor is attached hereto as **Exhibit "A"**.

3. The Debtor is the registered owner of the property municipally known as 1652 Russell Landing Road, Dorset (the "**Property**") located on Kawagama Lake. The Property includes the Kawagama Marina (as defined below) and a 1350 square foot four-bedroom cottage which is presently occupied by Jennifer Walisser and her children.

4. The Debtor operated a marina under the name Old Mill Marina (Kawagama) from the Property (the "**Kawagama Marina**"). The Kawagama Marina consists of 8.5 acres of lakefront property with 1057 feet of shoreline. The Kawagama Marina includes a 5500 square foot facility that combines a service shop, a store, offices, a service facility, three covered slip buildings with a combined 49 slips and three main floating dock units containing 41 slips.

5. The Debtor also leases two indoor boat storage facilities pursuant to the Lease between 1801552 Ontario Limited and the Debtor ("**180**"), where the boats of the Debtor's customers are stored:

(a) a 10,500 square foot heated storage facility; and

(b) a 17,500 square foot not heated storage facility (collectively, the "**Storage Facilities**").

6. 180 is a company related to the Lender. As at the date of this affidavit approximately 200 of the Debtor's customer boats are stored at 180's storage facility.

7. The Lender is an Ontario corporation with its registered office located at Suite 300, 90 Burnhamthorpe Road West, Mississauga, Ontario. Until October 22, 2019, when he passed away, David Harvey was the sole director and officer of the Lender. I was named as Mr. Harvey's estate trustee. Since

¹ Based on my interactions with Robert Walisser, I understand that Robert Walisser and Jennifer Walisser are separated

Mr. Harvey's passing, I have been the person in charge of operating the Lender, 180 and other related businesses.

THE LOANS

8. On or around September 1, 2016, the Lender and the Debtor entered into a loan agreement (the "**First Loan Agreement**") pursuant to which the Lender made available to the Debtor a term loan in the amount of \$750,000 (the "**First Loan**") which was evidenced by a Promissory Note dated September 1, 2016 (the "**First Promissory Note**"). A copy of the First Promissory Note is attached hereto as **Exhibit "B"**.

9. As security for the First Loan, the Lender obtained (among other things):

(a) a first-ranking mortgage against the Property in the principal amount of \$750,000, registered on September 2, 2016, as amended by the Agreement Amending Charge/Mortgage dated November 30, 2017. Copies of the charge, together with the Standard Charge Terms, and the amending agreement are collectively attached hereto as **Exhibit "C"**;

(b) a general security agreement dated August 21, 2016 from the Debtor providing a security interest in all of the Debtor's present and after-acquired personal property, except consumer goods, a copy of which is attached hereto as **Exhibit "D"**. The general security agreement secures all amounts advanced by the Lender to the Borrower under the First Loan and any other loan agreements; and

(c) a subordination agreement pursuant to which Robert Walisser, Jennifer Walisser and Old Mill Marina (Lake of Bays Limited), another company related to the Debtor, agreed to subordinate their security interests in the Debtor's property in favour of the Lender, a copy

of which is attached hereto as **Exhibit "E"**.

10. On or around June 2019, the Lender agreed to make another loan to the Debtor in the total principal amount of \$500,000 (the "**Second Loan**", and together with the First Loan, the "**Loans**"). It was agreed as between the parties that the Second Loan would be advanced in tranches when requested in writing by the Debtor and approved by the Lender. The Second Loan is evidenced by a Promissory Note dated June 9, 2019 (the "**Second Promissory Note**"), a copy of which is attached hereto as **Exhibit "F"**.

11. The Lender made the following advances to the Debtor under the Second Loan:

- (a) An advance in the amount of \$207,799.33 on June 9, 2019 pursuant to the Re-Direction of Funds, a copy of which is attached hereto as **Exhibit "G"**;
- (b) An advance in the amount of \$69,000 on June 26, 2019 pursuant to the Notice and Direction of Funds, a copy of which is attached hereto as **Exhibit "H"**; and
- (c) An advance in the amount of \$16,684.92 on July 16, 2019 pursuant to the Notice and Direction of Funds, a copy of which is attached hereto as **Exhibit "I"**.

12. As additional security for the Second Loan, the Lender obtained, among other things, a third ranking mortgage against the Property in the principal amount of \$500,000. A copy of the third mortgage together with an acknowledgement regarding standard charge terms is attached hereto as **Exhibit "J"**.

13. The documents listed at paragraphs 8 to 12 above shall be referred to herein as the "**Loan and Security Documents**".

OTHER SECURED CREDITORS OF THE DEBTOR

14. I am advised by the Lender's legal counsel, Chaitons LLP, that a title search for the Property discloses the following registrations against the Property listed in order of registration:

- (a) a charge in favour of Haliburton County Development Corporation registered on June 5, 2012 in the principal amount of \$125,000, a copy of which is attached hereto as **Exhibit “K”**,
- (b) a charge in favour of the Lender registered on September 2, 2016 in the principal amount of \$750,000, as amended (the **“First Mortgage”**);
- (c) Notice of Assignment of Rents in favour of the Lender registered on September 2, 2016;
- (d) Postponement by Haliburton County Development Corporation in favour of the Lender to the First Mortgage, registered on September 2, 2016, a copy of which is attached hereto as **Exhibit “L”**;
- (e) a charge in favour of the Lender registered on June 18, 2019 in the principal amount of \$500,000.

A copy of the parcel search in respect of the Property dated February 28, 2020 is attached hereto as **Exhibit “M”**.

15. I am also advised by Chaitons that it obtained a search from the Ontario Personal Property Security Registration System (the **“PPSR”**) in respect of registrations which are outstanding against the Debtor as at February 27, 2020, a copy of which is attached hereto as **Exhibit “N”**. The search discloses the following registrations listed in order of registration:

- (a) A registration in favour of Wells Fargo Capital Finance Corporation Canada (previously GE Commercial Distribution Finance Canada) (collectively, **“Wells Fargo”**) in respect of all of the Debtor’s personal property;
- (b) A registration in favour of Bank of Nova Scotia in respect of a motor vehicle;
- (c) A registration in favour of Old Mill Marina (Lake of Bays) Limited (**“Lake of Bays Marina”**) in respect of all of the Debtor’s personal property;
- (d) A registration in favour of Robert Walisser. The registration does not list any collateral;
- (e) A registration in favour of Jennifer Walisser. The registration also does not list any

collateral;

(f) Registrations in favour of the Lender in respect of all of the Debtor's personal property;
and

(g) A registration in favour of Royal Bank of Canada in respect of a motor vehicle.

16. I was advised by Robert Walisser that Wells Fargo financed certain boats purchased by the Debtor. I was also advised by Mr. Walisser that as at January 2020, the amount owing by the Debtor to Wells Fargo was approximately \$29,487.61.

17. Based on the Interim Balance Sheet dated March 31, 2019 provided by the Debtor to the Lender, as at March 31, 2019 the Debtor owed \$584,035 to the "shareholders" and \$306,611 to "related parties". Attached hereto as **Exhibit "O"** is a copy of the balance sheet.

18. As described above, Lake of Bays Marina and the principals of the Debtor subordinated their security in favour of the Lender. To my knowledge, Lake of Bays Marina has not carried on business for more than one year. The Debtor took over operation of the premises previously used by Lake of Bays Marina.

19. On or around December 22, 2019, I was advised by Robert Walisser that Lake of Bays Marina owed \$266,907.42 to Canada Revenue Agency ("**CRA**") for collected but unremitted HST. I was also advised by Mr. Walisser that CRA may have a claim against the Debtor for amounts allegedly transferred by the Lake of Bays Marina to the Debtor. I do not have any direct knowledge with respect to these transactions or CRA's claim.

DEFAULT UNDER THE LOANS

20. The Debtor has been in default of its payment obligations under the First Loan since January 2019. On or around February 26, 2020, Robert Walisser shut down the operations of the Kawagama Marina and posted an announcement on his Facebook page to the community, including his customers with respect to same.

21. On February 26, 2020, the Lender's corporate legal counsel, Ian Scarlett with Loopstra Nixon LLP, received an email from counsel for the Debtor advising of the closure of the Debtor's business. A copy of this email is attached hereto as **Exhibit "P"**. Cessation of operations constitutes an event of default under the Loans.

22. Immediately following the Debtor's Facebook announcement regarding the shutdown of its business, 180 began to receive requests from the Debtor's customers to pick up their boats and/or questions regarding the status of their boats.

23. On March 3, 2020, the Lender demanded repayment of all amounts due and owing under the loans and issued to the Debtor Notices of Intention to Enforce Security pursuant to Section 244(1) (the "**BIA Notices**") of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). Attached hereto collectively as **Exhibit "Q"** are copies of the demand letter and BIA Notice. As at March 3, 2020, the Debtor is indebted to the Lender in the amount of \$1,136,423.55 for principal and interest, plus costs.

24. On March 4, 2020, the Debtor executed a consent to waive the 10-day notice period provided for in Section 244 of the BIA. A copy of the executed waiver is attached hereto as **Exhibit "R"**.

IT IS JUST AND CONVENIENT TO APPOINT A RECEIVER

25. The Debtor has ceased carrying on business and the Property has been abandoned, save and except the cottage occupied by Jennifer Walisser. The Debtor is not continuing to maintain the Property and is not maintaining contact with the customers whose boats are stored on 180's property.

26. The Property and the Storage Facilities are heated by propane which must be ordered and paid for in advance. In the absence of appropriate arrangements for the propane supply, the buildings on the Property and the Storage Facilities will not be heated, which, among other things, could damage the Property and customer boats stored at the heated storage facility.

27. It is just and convenient in the circumstances to appoint a receiver over the assets, property and undertakings of the Debtor for the purpose of:

- (a) preserving and protecting the Property;
- (b) marketing the Property for sale in a court-supervised process for the benefit of all of the Debtor's stakeholders; and
- (c) conducting an orderly process for the return of the Debtor's customers boats from the leased storage facility.

28. As described above, the residential cottage on the Property is occupied by Jennifer Walisser and her children. On or around 11 am on March 6, 2020, lawyers for the Lender were provided with a copy of a lease between Jenifer Walisser and the Debtor dated December 31, 2019 (the "**Lease**"). A copy of the Lease is attached hereto as **Exhibit "S"**. The Lease is for a period of one year and provides for a lump sum payment of rent in the amount of \$1.00. I was not aware of the existence of this executed Lease until the morning of March 6, 2020.

29. As part of the order appointing a receiver, the Lender will seek an order:

- (a) authorizing the receiver to market the Property for sale free and clear of any rights of occupation of the Property by Jennifer Walisser and Robert Walisser; and
- (b) if vacant possession is requested by a purchaser, authorizing the Receiver to deliver vacant possession of the Property, including the cottage, to the purchaser, or any nominee thereof, upon 90 days-notice in writing to Jennifer Walisser and Robert Walisser.

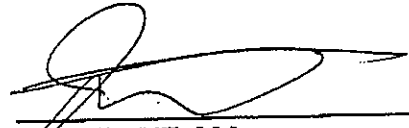
30. Pursuant to the terms of the Loan and Security Documents, the Lender has the right to immediately enforce its security, including the right to apply to the Court for the appointment of a receiver over the Debtor's property.

31. The Lender proposes that MNP Ltd. be appointed as receiver. MNP Ltd. has advised the Lender that it is prepared to act as receiver if so appointed. Attached hereto as Exhibit "T" is a copy of MNP LTD.'s executed consent.

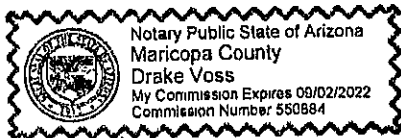
32. This affidavit is sworn in support of the Lender's application for the appointment of a receiver over the property, assets and undertakings of the Debtor and for no other or improper purpose.

SWORN before me at the City of Scottsdale,
STATE OF ARIZONA, IN THE UNITED
STATES OF AMERICA this day of March
2020

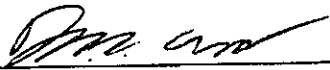
A Commissioner, etc.

)
)
)
)
)


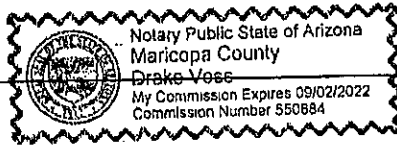
John Carl Hubble



THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date	
1558977	OLD MILL MARINA (KAWAGAMA) LIMITED	2003/05/31	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address		Date Amalgamated	Amalgamation Ind.
PO BOX 160 1652 RUSSELL LANDING DORSET ONTARIO CANADA POA 1E0		NOT APPLICABLE	A
Mailing Address		New Amal. Number	Notice Date
1652 RUSSELL LANDING PO BOX 160 DORSET ONTARIO CANADA POA 1E0		NOT APPLICABLE	NOT APPLICABLE
			Letter Date
			NOT APPLICABLE
		Revival Date	Continuation Date
		NOT APPLICABLE	NOT APPLICABLE
		Transferred Out Date	Cancel/Inactive Date
		NOT APPLICABLE	NOT APPLICABLE
		EP Licence Eff.Date	EP Licence Term.Date
		NOT APPLICABLE	NOT APPLICABLE
		Date Commenced in Ontario	Date Ceased in Ontario
		NOT APPLICABLE	NOT APPLICABLE
		Number of Directors Minimum Maximum	
		00001 00010	
Activity Classification			
NOT AVAILABLE			

Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1558977	OLD MILL MARINA (KAWAGAMA) LIMITED

Corporate Name History	Effective Date
OLD MILL MARINA (KAWAGAMA) LIMITED	2003/05/31

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Amalgamating Corporations

Corporation Name	Corporate Number
OLD MILL MARINA (KAWAGAMA) LIMITED	344920
2026561 ONTARIO INC.	2026561

Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1558977

Corporation Name

OLD MILL MARINA (KAWAGAMA) LIMITED

**Administrator:
Name (Individual / Corporation)**

ROBERT
WALISSER

Address

1652 RUSSELL LANDING ROAD

DORSET
ONTARIO
CANADA P0A 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

ROB
WALISSER

Address

1652 RUSSELL LANDING RD
BX 160

DORSET
ONTARIO
CANADA P0A 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1558977

Corporation Name

OLD MILL MARINA (KAWAGAMA) LIMITED

**Administrator:
Name (Individual / Corporation)**

ROB
WALISSER

Address

1652 RUSSELL LANDING RD
BX 160
DORSET
ONTARIO
CANADA POA 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

JENNIFER
WALISSER

Address

1652 RUSSELL LANDING RD
PBX 160
DORSET
ONTARIO
CANADA POA 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

1558977

Corporation Name

OLD MILL MARINA (KAWAGAMA) LIMITED

**Administrator:
Name (Individual / Corporation)**

JENNIFER
WALISSER

Address

1652 RUSSELL LANDING RD
PBX 160

DORSET
ONTARIO
CANADA POA 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

JENNIFER
WALISSER

Address

1652 RUSSELL LANDING RD
PBX 160

DORSET
ONTARIO
CANADA POA 1E0

Date Began

2003/05/31

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Request ID: 024281957
Transaction ID: 74824422
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/02
Time Report Produced: 14:47:33
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1558977

OLD MILL MARINA (KAWAGAMA) LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2018	1C	2019/05/26 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

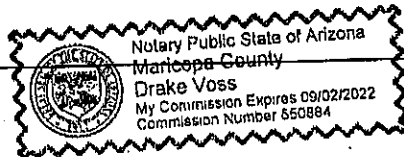
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



PROMISSORY NOTE

PRINCIPAL: \$750,000.00

DUE: August 31, 2021

**Dated at Brantford, Ontario
September 1, 2016**

FOR VALUE RECEIVED, the undersigned, OLD MILL MARINA (KAWAGAMA) LIMITED (the "Payor") unconditionally promises to pay to the order of 1711423 ONTARIO LIMITED (the "Lender") the principal sum of **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)** with interest both before and after maturity at the rate of six percent (6.00%) per annum. Interest at the aforesaid rate shall be calculated and payable monthly, not in advance, on such portion of the principal amount outstanding from time to time, and shall be paid on the 1st day of each and every month; the first payment of interest to be made on the 1st day of September, 2016. The whole of the principal sum together with all accrued and unpaid interest thereon payable pursuant to this Promissory Note shall become due and payable on the 31st day of August, 2021.

Payments of principal and interest shall become due to the Lender at 90 Burnhamthorpe Road West, Suite 300, Mississauga, Ontario, L5B 3C3 or such other place as each of the Lender may direct by notice in writing to the Payor.

In the event of a default hereunder in the payment of any payment required to be made on the date upon which the same may be due, then, without prejudice to any other rights which the Lender may have, the principal amount under the Promissory Note together with interest as aforesaid shall, at the option of and upon demand by the Lender, immediately become due and payable in full.

The Payor acknowledges that this Promissory Note is secured, together with other security, by a collateral mortgage in favour of the Lender registered on September 1, 2016 at the Land Titles Office for Haliburton (No.19) against the property municipally known as 1652 Russell Landing Road, Kawagama Lake, Dorset, Ontario being all of PIN 39115-0241 (LT) (the "Security"), and the Payor agrees that any and all default under the terms and conditions of the Security and/or any other security given by the Payor to the Lender shall constitute current default under this Promissory Note whereupon the unpaid principal balance hereto together with interest as aforesaid shall, at the option of and upon demand by the Lender, become immediately due and payable.


The Payor hereby waives demand, presentment for payment, notice of payment, protest and notice of protest of this Promissory Note, and the Lender shall be entitled to enforce payment of this Promissory Note by exercising any right, power or remedy permitted by this Promissory Note or the Security or at law or in any such manner as the Lender may elect. No delay by the Lender in exercising its rights or remedies shall operate as a waiver thereof and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy. All costs and expenses incurred by the Lender in enforcement of this Promissory Note or the Security shall be paid by the Payor to the Lender forthwith upon demand together with interest as herein provided.

This Promissory Note shall be read with all changes of gender and number as required by the context in each case. This Promissory Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto hereby attorn to the jurisdiction of the Province of Ontario.

This Promissory Note, together with all right, entitlements, duties and obligations arising from the same, shall extend to, be binding upon and enure to the benefit of the Payor and the Lender and their respective heirs, trustees, successors and assigns.

IN WITNESS WHEREOF the Payor has executed this Promissory Note as of the date first above written.

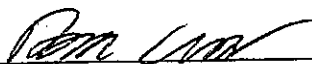
OLD MILL MARINA (KAWAGAMA) LIMITED

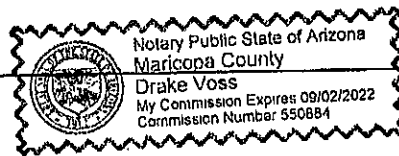
Per: 
Name: Rob Walisser
Title: PRESIDENT

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona



Properties

PIN 39115 - 0241 LT **Interest/Estate** Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
DORSET

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 OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1652 Russell Landing Road
Dorset, Ontario
POA 1E0

I, Robert Walisser, 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 1711423 ONTARIO LIMITED
Address for Service 90 Burnhamthorpe Road West, Suite 300
Mississauga, Ontario
L5B 3C3

Statements

Schedule: See Schedules

Provisions

Principal \$ 750,000.00 **Currency** CDN
Calculation Period monthly, not in advance
Balance Due Date 2021/08/31
Interest Rate 6.0%
Payments \$ 3,750.00
Interest Adjustment Date 2016 09 01
Payment Date 1st day (interest only)
First Payment Date 2016 09 01
Last Payment Date 2021 08 31
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

See schedule.

Signed By

Rejean David Theriault 135 Queens Plate Drive Suite 600 acting for Signed 2016 09 02
Chargor(s)
Etobicoke
M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

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

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2016 09 02
Etobicoke
M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Chargee Client File Number : 1852004

ADDITIONAL PROVISIONS

IT IS UNDERSTOOD and agreed that this Charge is being given as collateral security for a promissory note dated August 31, 2016 in the principal amount of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) (the "Note") made by Old Mill Marina (Kawagama) Limited (the "Debtor") in favour of 1801552 Ontario Limited (the "Chargee"). Payment on account of the Note shall constitute payment *pro tanto* on account of this Charge and that default under this Charge or the Note shall constitute default under each of the Note and this Charge. Upon repayment of the Note, the Chargee shall deliver to the Chargor the executed discharge of this Charge in registerable form, at the Chargor's expense.

PROVIDED THIS Charge to be void upon payment of all monies in respect of which the Chargor shall be under any liability under the said Note and all such other sums as the Chargee may be entitled to by virtue of this Charge, with interest after maturity at the rate of 6.00% per annum; the said principal sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) together with all accrued and unpaid interest thereon and other amounts owing to the Chargee, to be due and payable on August 31, 2021.

IT IS AGREED that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Note and that the Chargee shall not be required to take proceedings under the Note before proceeding under the within Charge and, conversely, no proceedings under the within Charge shall in any way affect the rights of the Chargee under the Note or any other security held by the Chargee for payment and obligations pursuant to the Note, and the Chargee shall not be required to take proceedings under the within Charge before proceeding under the Note.

THE Chargor agrees to advise the Chargee of any changes in ownership, including the sale or transfer of shares or interest with respect to the Chargor.

IN THE EVENT of a sale, transfer or other disposition of the property (or there is a change of control of the Chargor), the outstanding balance of the Note, at the option of the Chargee, will become due and payable on the sale closing date.

ACKNOWLEDGEMENT

TO: 1711423 ONTARIO LIMITED

RE: Old Mill Marina (Kawagama) Limited \$750,000 Collateral 1st Charge/Mortgage to 1711423 Ontario Limited against the lands identified as PIN 39116-0241 (LT), being Part Lot 16, Concession 12,; Sherborne as in H87622, Township of Algonquin Highlands, municipally known as 1652 Russell Landing Road, Dorset, Ontario

THE UNDERSIGNED hereby acknowledges receipt of a copy of the Standard Charge Terms No. 200033 with respect to the charge/mortgage between:

OLD MILL MARINA (KAWAGAMA) LIMITED

as Chargor

- and -

1711423 ONTARIO LIMITED

as Chargee

DATED in Dorset, Ontario this 21 day of August, 2016.

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: 

Name:

Title:

Robert Kusner
PRESIDENT

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- Quiet Possession* 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
- Right to Distrain* 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances* 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest* 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale* 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases* 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure* 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair* 17. The Chargor will keep the land, and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 18 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

- Severability** 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.
- Interpretation** 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.
- Paragraph headings** 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.
- Date of Charge** 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.
- Effect of Delivery of Charge** 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Properties

PIN 39115 - 0241 LT
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 1711423 ONTARIO LIMITED
Address for Service 90 Burnhamthorpe Road West
 Suite
 300
 Mississauga, Ontario
 L5B 3C3

I, David N. Harvey, as President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

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

Name OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1652 Russell Landing Road
 Dorset, Ontario
 POA 1E0

I, Robert Walisser, as President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, HA44419 registered on 2016/09/02 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s) HA44419, HA44420 and HA44421

Signed By

Stefan Mitrovic Radovanovich 135 Queens Plate Drive Suite 600 acting for Signed 2018 03 01
 Etobicoke Applicant(s)
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

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

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2018 03 01
 Etobicoke
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee \$63.65
Total Paid \$63.65

File Number

Applicant Client File Number : 1852004

AGREEMENT AMENDING CHARGE/MORTGAGE

THIS AGREEMENT made as of the 30th day of November, 2017.

B E T W E E N:

OLD MILL MARINA (KAWAGAMA) LIMITED
(hereinafter referred to collectively as the "Chargor")

OF THE FIRST PART

- and -

1711423 ONTARIO LIMITED
(hereinafter referred to as the "Chargee")

OF THE SECOND PART

WHEREAS by a Charge/Mortgage registered in the Land Titles Division of Haliburton (No. 19) (the "Registry Office") on the 2nd day of September, 2016 as Instrument No. HA44419, the Chargor mortgaged the lands and premises legally described as Part Lot 16 Concession 12 Sherborne as in H87622 except Part 1, 2, 3 19R1733 and except Part 2 19R5130; subject to H87622; Township of Algonquin Highlands, being all of PIN 39115-0241 (LT) (the "Property") in favour of the Chargee in the principal amount of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) (the "Charge") as security for all obligations of the Chargor to the Chargee.

AND WHEREAS the Chargor and the Chargee have agreed to amend the Charge on the terms and conditions hereinafter set out;

AND WHEREAS any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Charge;

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Chargor and the Chargee hereby agree as follows:

1. The Charge is hereby amended from and after the date hereof as follows:
 - (a) Delete: every reference to "1801552 Ontario Limited" from the Statement 61 Schedule attached to the Charge and Insert: "1711423 Ontario Limited".
2. The Chargor and the Chargee covenant and agree that except as amended by this Agreement, the covenants, agreements, terms, conditions and provisions of the Charge shall remain in full force and effect.

3. Nothing herein contained shall create any merger or alter the rights of the Chargee as against any other security, or other security by way of subsequent encumbrancer or the rights of the Chargee against the original Chargor or any person not a party hereto, who is or may be liable to pay the Chargee or who is or may be bound by any of the securities, and the rights of the Chargee against any surety, subsequent encumbrancer or other person are hereby expressly reserved.
4. The Chargor hereby covenants and agrees with the Chargee to pay to the Chargee the principal money, interest and all other moneys now or at any time hereafter owing under or secured by the Charge at the time and in the manner provided as herein modified.
5. The Chargor and the Chargee acknowledge and agree that the amendment of the Charge by this Agreement does not constitute a novation of, nor does it create a new mortgage or charge between the parties in any respect.
6. All rights, advantages, privileges, immunities and powers exercisable by the Chargee or the Chargor under the Charge, as amended herein, shall be equally exercisable by their respective successors and assigns. All covenants, liabilities and obligations entered into or imposed by this Agreement on the Chargor or the Chargee shall be equally binding upon their respective successors and assigns.
7. This Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by facsimile or other form of electronic transmission instead of delivering a signed original copy of that counterpart. Each executed counterpart (including each copy sent by facsimile or other form of electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

[signature page immediately follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: 

Name: Robert Walisser

Title: President

I have authority to bind the Corporation.

1711423 ONTARIO LIMITED

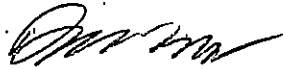
Per: 

Name: David N. Harvey

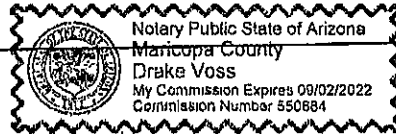
Title: President

I have authority to bind the Corporation.

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT is given the 21 day of August, 2016 by OLD MILL MARINA (KAWAGAMA) LIMITED (the "Debtor") in favour of 1711423 ONTARIO LIMITED (the "Secured Party").

1. SECURITY INTEREST

(a) The Debtor hereby grants to the Secured Party, by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate ("Inventory");
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advises of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property;
- (vi) all monies other than trust monies lawfully belonging to others;
- (vii) all property described in any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the

enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instruments", "Intangible", "Security", "proceeds", "Inventory", and "accessions" whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of Ontario, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of Debtor to the Secured Party (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety, including without limitation the indebtedness due and owing under that certain promissory note in the principal amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) made by the Debtor to the Secured Party and dated September 1, 2016 or any renewal replacement or substitution therefor (hereinafter collectively called the "Indebtedness").

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this General Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing, prior to their creation or assumption, by the Secured Party;

(b) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to the Secured Party from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against the Secured Party whether in any proceeding to enforce Collateral or otherwise; and

(c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and, with respect to Goods (including Inventory) constituting Collateral,

the locations specified in Schedule "B" are accurate and complete save for goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations.

4. COVENANTS OF THE DEBTOR

So long as this General Security Agreement remains in effect, Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing, prior to their creation or assumption by the Secured Party; and not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Secured Party; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use monies available to Debtor;

(b) to notify the Secured Party promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
- (ii) the details of any significant acquisition of Collateral;
- (iii) the details of any claims or litigation affecting Debtor or Collateral;
- (iv) any loss of or damage to Collateral;
- (v) any default by any Account Debtor in payment or other performances of his obligations with respect to Collateral; and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this General Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(d) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Secured Party of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably direct with loss payable to the Secured Party and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this General Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Secured Party's request so as to indicate the Security Interest;

(i) to deliver to the Secured Party from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying same;

(iii) all financial statements prepared by or for Debtor regarding Debtor's business;

(iv) all policies and certificates of insurance relating to Collateral; and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as the Secured Party may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to

grant to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

If Collateral at any time includes Securities, Debtor authorizes the Secured Party to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, the Secured Party shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

Before or after default under this General Security Agreement, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Secured Party. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this General Security Agreement shall be received and held by Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any monies constituting income from or interest on Collateral and if the Secured Party receives any such monies prior to default, the Secured Party shall either credit the same to the account of Debtor or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any monies constituting income from or interest on Collateral and if Debtor receives any such monies without any request by it, Debtor will pay the same promptly to the Secured Party.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes the Secured Party:

- (i) to receive any increase in or profits on Collateral (other than money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral;

(b) If Debtor receives any such increase or profits (other than money) or payments or distributions, Debtor will deliver the same promptly to the Secured Party to be held by the Secured Party as herein provided.

10. DISPOSITION OF MONIES

Subject to any applicable requirements of the P.P.S.A., all monies collected or received by the Secured Party pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Secured Party deems best or, at the option of the Secured Party, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of the Secured Party hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or Perform any obligation, covenant, term, provision or condition contained in this General Security Agreement or any other agreement between Debtor and the Secured Party;

(b) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an unauthorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(c) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(d) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(e) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(f) if an execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof;

(g) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this General Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Secured Party to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this General Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution;

(h) the death or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual.

12. ACCELERATION

The Secured Party, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if the Secured Party in good faith believes that the prospect of payment of all or any part of Indebtedness or performance of Debtor's obligations under this General Security Agreement or any other agreement now or hereafter in effect between Debtor and the Secured Party is impaired. The provisions of this clause are not intended in any way to affect any rights of the Secured Party with respect to Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of Debtor and not the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable him to carry on Debtor's business or otherwise, as such Receiver

shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party.

(b) Upon default, the Secured Party may, either directly or through its agents or nominees, exercise all the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) The Secured Party may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Secured Party may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Secured Party, and in addition to any other rights the Secured Party, may have at law or in equity, the Secured Party shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in the Secured Party's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that the Secured Party or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from the Secured Party or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this General Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by the Secured Party or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) Unless the Collateral in question is perishable or unless the Secured Party believes on reasonable grounds that the Collateral in question will decline speedily in value, the Secured Party will give Debtor such notice of the date, time and place of any public sale or of the date

after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

14. MISCELLANEOUS

(a) Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as the Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints any officer or director of the Secured Party from time to time of the Secured Party the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of the Secured Party, whenever Indebtedness is immediately due and payable or the Secured Party has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may, in its sole discretion, set off against Indebtedness any and all monies then owed to Debtor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Secured Party's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the prime commercial lending rate of The Toronto-Dominion Bank plus one and one-half percent (1.5%) per annum.

(d) The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as the Secured Party may see fit without prejudice to the liability of Debtor or the Secured Party's right to hold and realize the Security Interest. Furthermore, the Secured Party may demand, collect and sue on Collateral in either Debtor's or the Secured Party's name, at the Secured Party's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or

subsequent default by Debtor. All rights and remedies of the Secured Party granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by the Secured Party.

(g) This General Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. In any action brought by an assignee of this General Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against the Secured Party. If more than one Debtor executes this General Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this General Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(i) This General Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may from time to time be in effect, including, where applicable, the P.P.S.A.

(j) This General Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Secured Party, and is, and is intended to be a continuing General Security Agreement and shall remain in full force and effect until the Secured Party shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by the Secured Party, and any extension or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(k) The headings used in this General Security Agreement are for convenience only and are not to be considered a part of this General Security Agreement and do not in any way limit or amplify the terms and provisions of this General Security Agreement.

(l) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(m) In the event any provisions of this General Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this General Security Agreement shall remain in full force and effect.

(n) Nothing herein contained shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(o) The Security Interest created hereby is intended to attach when this General Security Agreement is signed by Debtor and delivered to the Secured Party.

15. NOTICE

(a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (i) delivered personally to an officer or director of such party;
- (ii) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or
- (iii) sent to the party entitled to receive it by electronic mail.

(b) Notices shall be sent to the following addresses or email address:

(i) in the case of the Secured Party:

90 Burnhamthorpe Road West, Suite 300
Mississauga, Ontario
L5B 3C3

Attention: David N. Harvey

(ii) in the case of the Debtor:

1652 Russell Landing Road
Dorset, Ontario
P0A 1E0

Attention: Robert Walisser
Email: rob@oldmillmarina.ca

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice give in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

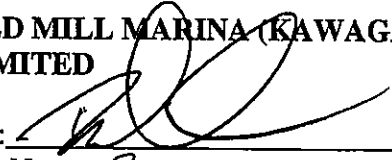
- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:
- (i) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
 - (ii) if sent by registered mail as aforesaid, be deemed to have been given, sent, delivered and received on the third day following the date of mailing, unless at any time between the date of mailing and the third day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and
 - (iii) if sent by electronic email, shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

16. COPY OF AGREEMENT

Debtor hereby acknowledges receipt of a copy of this General Security Agreement.

IN WITNESS WHEREOF Debtor has executed this General Security Agreement, as of the 1st day of September, 2016.

**OLD MILL MARINA (KAWAGAMA)
LIMITED**

Per: 
Name: ROBERT WASSER
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

1. The prior security interests granted in favour of third parties existing as of the date hereof as evidenced by the following registered financing statements under the *Personal Property Security Act* (Ontario):
 - (a) file no. 600547347 being registration no. 20031028 1004 1462 5222 in favour of Bombardier Capital Ltd. securing inventory, equipment, accounts and other; renewed by registration no. 20060711 0946 4066 6529; further renewed by registration no. 20090729 1701 1462 8395; assigned from Bombardier Capital Ltd. to GE Commercial Distribution Finance Canada by registration no. 20130715 1403 1462 9770; and further renewed by registration no. 20140814 1012 1462 4700;
 - (b) file no. 619088652 being registration no. 20050922 1132 1862 6425 in favour of GE Commercial Distribution Finance Canada securing inventory, equipment, accounts, other and motor vehicle included and described as all the debtor's present and after acquired personal property and all proceeds thereof; renewed by registration 20060711 0916 4066 6515; further renewed by registration no. 20100630 1416 1462 9240; and further renewed by registration no. 20130517 1407 1462 3123;
 - (c) file no. 675588933 being registration no. 20120112 1023 1862 8634 in favour of TCF Commercial Finance Canada, Inc. securing inventory, equipment, accounts other and motor vehicle included;
 - (d) file no. 684224631 being registration no. 20130121 1522 1862 6882 in favour of TCF Commercial Finance Canada, Inc. securing inventory, equipment, accounts, other and motor vehicle included;
 - (e) file no. 694441071 being registration no. 20140317 1037 1529 8037 in favour of Ford Credit Canada Leasing, a Division of Canadian Road Leasing Company securing consumer goods, equipment, other and motor vehicle included with no fixed maturity date and described as a 2014 Ford F150, V.I.N. 1FTEX1EM1EFA78987;
 - (f) file no. 706673241 being registration no. 20150602 1227 1219 1260 in favour of Bank of Nova – Ontario CAU securing other and motor vehicle included and described as a 2011 Ford F250 S/D, V.I.N. 1FTBF2B68BEC17693;
 - (g) file no. 710709804 being registration no. 20151008 1124 1862 9800 in favour of TCF Commercial Finance Canada, Inc. securing inventory, equipment, accounts, other and motor vehicle included;
 - (h) file no. 716117625 being registration no. 20160309 1440 1530 5051 in favour of Ford Credit Canada Leasing, A Division of Canadian Road Leasing Company securing equipment, other and motor vehicle included with no fixed maturity date and described as 2016 Ford F150, V.I.N. 1FTEW1EF5GFA01241; and

- (i) file no. 716117625 being registration no. 20160428 1624 1862 5187 in favour of TCF Commercial Finance Canada, Inc. securing inventory, equipment, accounts, other and motor vehicle included.
- 2. Liens for taxes, assessments, governmental charges or levies not due at the date hereof.
- 3. Rights reserved to or vested in any municipality or government or other public authority by the terms of any lease, licence, franchise, grant or permit, or by any statutory provision, to terminate the same or to require annual or periodic payments as a condition to the continuance thereof.
- 4. Any lien or encumbrance, the validity of which is being contested by the Debtor in good faith and in respect of which the Secured Party acting reasonably shall be satisfied that its interests are not prejudiced thereby.
- 5. Any security given by the Debtor in the nature of a purchase money security interest as defined under the Personal Property Security Act.
- 6. Any security interests granted subsequent to this agreement which the Secured Party consents to in writing whether by way of priority agreement or other document.

SCHEDULE "B"

1. *Locations of Debtor's Business Operations*

1652 Russell Landing Road
Dorset, Ontario
POA 1E0

2. *Locations of Records relating to Collateral*

1652 Russell Landing Road
Dorset, Ontario
POA 1E0

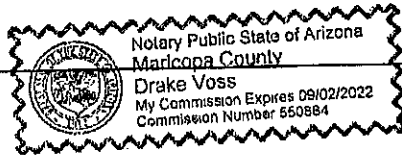
3. *Locations of Collateral*

1652 Russell Landing Road
Dorset, Ontario
POA 1E0

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



SUBORDINATION AGREEMENT

TO: 1711423 ONTARIO LIMITED

RE: 1711423 Ontario Limited (the “Lender”) \$750,000.00 loan to Old Mill Marina (Kawagama) Limited (the “Debtor”) secured, *inter alia*, by a Collateral First Charge/Mortgage, General Security Agreement, and General Assignment of Rents in favour of the Lender against the property municipally described as 1652 Russell Landing Road, Dorset, Ontario, being all of PIN 39115-0241 (LT) (the “Property”)

WHEREAS the Debtor has granted certain security to the undersigned in respect of which the following registration (the “Financing Statements”) was made under the *Personal Property Security Act* (Ontario) (the “PPSA”):

PPSA File No.	PPSA Registration No.
718097049	20160628 1437 1530 0021

AND WHEREAS the Debtor is granting certain security to the Lender in connection with a \$750,000.00 loan made by the Lender to the Debtor pursuant to the terms of a promissory note dated September 1, 2016 (the “Loan”);

AND WHEREAS this Agreement is being executed and delivered by the undersigned on the express understanding that the Lender is relying upon same in extending the Loan;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. The undersigned hereby subordinates and postpones in all respects all security interests which it may now or at any time hold in the personal property of the Debtor (the “Subordinated Security”) to all security interests which the Lender may now or at any time hold in the personal property of the Debtor.
2. The undersigned shall not assign or transfer any of the Subordinated Security unless the Lender is given reasonable prior written notice thereof and unless the assignee agrees in writing with the Lender to be bound by the terms of this Agreement.
3. The undersigned hereby authorizes and directs you or your solicitors, Loopstra Nixon LLP, to act on the undersigned’s behalf, at the sole cost and expense of the Debtor, to file a financing change statement to record under the Ontario Personal Property Registration System the undersigned’s subordination and postponement of the Financing Statements to and in favour of the following registration in favour of the Lender in accordance with the terms of this Agreement:

PPSA Reference File No. 718097049, Financing Statement No. 20160628 1437 1530 0021
Collateral Classification: Inventory, Equipment, Accounts, Other, Motor Vehicle included

- 4. The undersigned agrees to do all such acts and things and execute and deliver such documents as the Lender may reasonably request to give effect to this Agreement.
- 5. This Agreement may be executed either in person or by facsimile or other means of recorded electronic transmission, and when so executed shall be deemed to be an original of this Agreement.

DATED the 20 day of August, 2016.


WITNESSED:


Name: _____)



ROBERT WALISSER

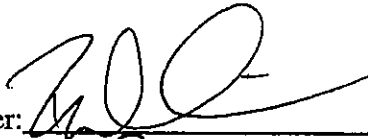
WITNESSED:


Name: _____)



JENNIFER WALISSER

**OLD MILL MARINA (LAKE OF BAYS)
LIMITED**

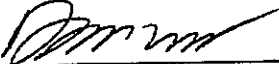
Per: 

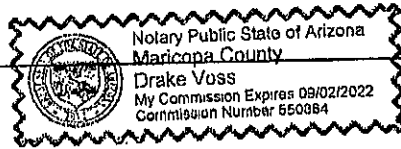
Name: **ROBERT WALISSER**
Title: **PRESIDENT**

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona



PROMISSORY NOTE

PRINCIPAL: \$500,000.00

DUE: August 31, 2021

Dated at Dorset, Ontario
~~June 7, 2019~~
June 9, 2019 PW

FOR VALUE RECEIVED, the undersigned, OLD MILL MARINA (KAWAGAMA) LIMITED (the "Payor") unconditionally promises to pay to the order of 1711423 ONTARIO LIMITED (the "Lender") the principal sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** with interest both before and after maturity at the rate of ten percent (10.00%) per annum. Interest at the aforesaid rate shall be calculated and payable monthly, not in advance, on the principal amount, and shall be paid on the 1st day of each and every month; the first payment of interest to be made on the 1st day of July, 2019. The whole of the principal sum together with all accrued and unpaid interest thereon payable pursuant to this Promissory Note shall become due and payable on the 31st day of August, 2021 (the "Due Date").

At the request of the Payor, the Lender shall make available to the Payor one or more advances prior to the Due Date in an aggregate amount not to exceed the Principal. As a condition to the disbursement of any such advance, the Payor shall, at least seven days before the requested disbursement date, deliver to the Lender notice setting out (a) that no default hereunder has occurred and is continuing; (b) the amount of the advance; and (c) the date on which the advance is to be disbursed. The Lender may, but is not obligated to, make available to the Payor on the disbursement date such requested advance in immediately available funds. The Lender is authorized to record each advance made to the Payor hereunder and each payment or prepayment thereof. The records made by the Lender shall, to the extent permitted by applicable law, be *prima facie* evidence of the existence and amounts of the obligations of the Payor therein recorded; provided, however, that the failure of the Lender to record such payments or prepayments, or any inaccuracy therein, shall not in any manner affect the obligation of the Payor to repay (with applicable interest) all advances in accordance with the terms of this Promissory Note.

Payments of principal and interest shall become due to the Lender at 90 Burnhamthorpe Road West, Suite 300, Mississauga, Ontario, L5B 3C3 or such other place the Lender may direct by notice in writing to the Payor.

In the event of a default hereunder in the payment of any payment required to be made on the date upon which the same may be due, then, without prejudice to any other rights which the Lender may have, the principal amount under the Promissory Note together with interest as aforesaid shall, at the option of and upon demand by the Lender, immediately become due and payable in full.

The Payor acknowledges that this Promissory Note is secured, together with other security, by a collateral mortgage in favour of the Lender registered on June ____, 2019 at the Land Titles Office for Haliburton (No.19) against the property municipally known as 1652 Russell Landing Road, Dorset, Ontario being all of PIN 39115-0241 (LT) (the "Security"), and the Payor agrees that any and all default under the terms and conditions of the Security and/or any other security given by the Payor to the Lender shall constitute current default under this Promissory Note whereupon the unpaid principal balance hereto together with interest as aforesaid shall, at the option of and upon

demand by the Lender, become immediately due and payable.

The Payor hereby waives demand, presentment for payment, notice of payment, protest and notice of protest of this Promissory Note, and the Lender shall be entitled to enforce payment of this Promissory Note by exercising any right, power or remedy permitted by this Promissory Note or the Security or at law or in any such manner as the Lender may elect. No delay by the Lender in exercising its rights or remedies shall operate as a waiver thereof and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy. All costs and expenses incurred by the Lender in enforcement of this Promissory Note or the Security shall be paid by the Payor to the Lender forthwith upon demand together with interest as herein provided.

This Promissory Note shall be read with all changes of gender and number as required by the context in each case. This Promissory Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto hereby attorn to the jurisdiction of the Province of Ontario.

This Promissory Note, together with all right, entitlements, duties and obligations arising from the same, shall extend to, be binding upon and enure to the benefit of the Payor and the Lender and their respective heirs, trustees, successors and assigns.

IN WITNESS WHEREOF the Payor has executed this Promissory Note as of the date first above written.

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: _____

Name: _____

Title: _____

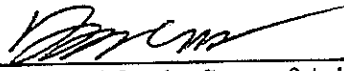
Per: _____

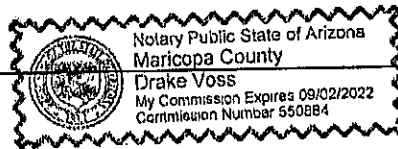
Name: _____

Title: _____

I/We have authority to bind the corporation.

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona



RE DIRECTION OF FUNDS

TO: 1711423 ONTARIO LIMITED

AND TO: LOOPSTRA NIXON LLP
Its solicitors herein.

RE: Old Mill Marina (Kawagama) Limited third mortgage in favour of 1711423 Ontario Limited registered against the property municipally known as 1652 Russell Landing Road, Dorset, Ontario, being all of PIN 39115-0241 (LT) for the principal sum of \$500,000.00 ("Loan")

We hereby acknowledge receipt of the loan advance of \$207,799.33 by 1711423 Ontario Limited as of the date hereof (the "Advance"), and authorize and direct you to disburse the Advance as follows:

1. to pay all amounts required to discharge the existing mortgage in favour of TCF Commercial Finance Canada, Inc. & Northpoint Commercial Finance Canada Inc., registered on title to the Property as instrument number HA56134.

and this shall be your good and sufficient authority for so doing.

DATED at Dorset, Ontario this 9th day of June, 2019.

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: [Signature]
Name: ROD WACISSER
Title: PRESIDENT

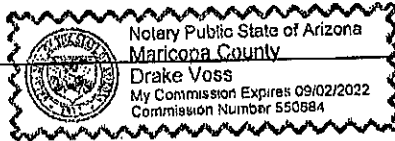
Per: _____
Name:
Title:

I/We have authority to bind the corporation.

THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



NOTICE AND DIRECTION

TO: 1711423 ONTARIO LIMITED

AND TO: LOOPSTRA NIXON LLP
Its solicitors herein.

RE: Old Mill Marina (Kawagama) Limited third mortgage in favour of 1711423 Ontario Limited registered against the property municipally known as 1652 Russell Landing Road, Dorset, Ontario, being all of PIN 39115-0241 (LT) for the principal sum of \$500,000.00

AND RE: Advance #2 pursuant to a promissory note dated June 9, 2019 in the principal amount of \$500,000.00 (the "Promissory Note")

The undersigned hereby notifies the addressees hereof that: (a) no default have occurred and is continuing pursuant to the terms of the Promissory Note; (b) the undersigned is hereby requesting a further advance pursuant to the Promissory Note in the principal amount of \$69,000.000 (the "Additional Advance"); and (c) such additional advance is to be made as soon as possible.


Subject to the consent of 1711423 Ontario Limited to fund such Additional Advance, the undersigned hereby Irrevocably authorizes and directs you to make the proceeds of the Additional Advance payable as follows:

- (1) \$42,000.00 to LOOPSTRA NIXON LLP; and
- (2) \$27,000.00 to Old Mill Marina (Kawagama) Limited in accordance with wire transfer instructions attached hereto;

and this shall be your good and sufficient authority for so doing.

DATED at Dorset, Ontario this 20th day of June, 2019.

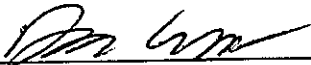
OLD MILL MARINA (KAWAGAMA) LIMITED

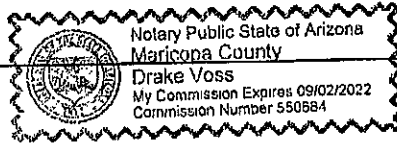
Per: 
Name: ROB WAUSSERA
Title: PRESIDENT

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

THIS IS EXHIBIT "T" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona



NOTICE AND DIRECTION

TO: 1711423 ONTARIO LIMITED

AND TO: LOOPSTRA NIXON LLP
Its solicitors herein.

RE: Old Mill Marina (Kawagama) Limited third mortgage in favour of 1711423 Ontario Limited registered against the property municipally known as 1652 Russell Landing Road, Dorset, Ontario, being all of PIN 39115-0241 (LT) for the principal sum of \$500,000.00

AND RE: Advance #3 pursuant to a promissory note dated June 9, 2019 in the principal amount of \$500,000.00 (the "Promissory Note")

The undersigned hereby notifies the addressees hereof that: (a) no default have occurred and is continuing pursuant to the terms of the Promissory Note; (b) the undersigned is hereby requesting a further advance pursuant to the Promissory Note in the principal amount of \$16,684.92 (the "Additional Advance"); and (c) such additional advance is to be made as soon as possible.

Subject to the consent of 1711423 Ontario Limited to fund such Additional Advance, the undersigned hereby irrevocably authorizes and directs you to make the proceeds of the Additional Advance payable as follows:

(1) \$16,684.92 to Old Mill Marina (Kawagama) Limited in accordance with wire transfer instructions attached hereto;

and this shall be your good and sufficient authority for so doing.

DATED at Windsor, Ontario this 16 day of July, 2019.

Ant Dorset

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: 

Name:
Title:

ZOB WALISSE
PRESIDENT

Per: _____

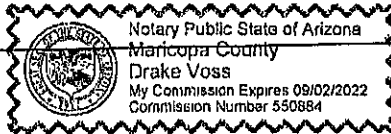
Name:
Title:

I/We have authority to bind the corporation.

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Properties

PIN 39115 - 0241 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND
 EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

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 OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1652 Russell Landing Road
 Dorset, ON
 L5B 3C3

I, Robert Walisser, 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 1711423 ONTARIO LIMITED
Address for Service 90 Burnamthorpe Road West
 Suite 300
 Mississauga ON L5B 3C3

Statements

Schedule: See Schedules

Provisions

Principal \$500,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date 2021/08/31
Interest Rate
Payments
Interest Adjustment Date 2019 06 07
Payment Date 1st day of each and every month (interest only)
First Payment Date 2019 07 01
Last Payment Date 2021 08 31
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

See Schedule

Signed By

Cindy Yi 135 Queens Plate Drive Suite 600 acting for Signed 2019 06 18
 Etobicoke
 M9W 6V7
 Chargor(s)

Tel 416-746-4710

Fax 416-746-8319

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

Submitted By

Loopstra Nixon LLP

135 Queens Plate Drive Suite 600
 Etobicoke
 M9W 6V7

2019 06 18

Tel 416-746-4710

Submitted By

Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Chargee Client File Number : 02017-0007

ADDITIONAL PROVISIONS

IT IS UNDERSTOOD and agreed that this Charge is being given as collateral security for a promissory note dated June 9th, 2019 in the principal amount of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** (the "Note") made by Old Mill Marina (Kawagama) Limited (the "Debtor") in favour of 1711423 Ontario Limited (the "Chargee"). Payment on account of the Note shall constitute payment *pro tanto* on account of this Charge and that default under this Charge or the Note shall constitute default under each of the Note and this Charge. Upon repayment of the Note, the Chargee shall deliver to the Chargor the executed discharge of this Charge in registerable form, at the Chargor's expense.

PROVIDED THIS Charge to be void upon payment of all monies in respect of which the Chargor shall be under any liability under the said Note and all such other sums as the Chargee may be entitled to by virtue of this Charge, with interest after maturity at the rate of 10.00% per annum; the said principal sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** together with all accrued and unpaid interest thereon and other amounts owing to the Chargee, to be due and payable on August 31, 2021.

IT IS AGREED that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Note and that the Chargee shall not be required to take proceedings under the Note before proceeding under the within Charge and, conversely, no proceedings under the within Charge shall in any way affect the rights of the Chargee under the Note or any other security held by the Chargee for payment and obligations pursuant to the Note, and the Chargee shall not be required to take proceedings under the within Charge before proceeding under the Note.

THE Chargor agrees to advise the Chargee of any changes in ownership, including the sale or transfer of shares or interest with respect to the Chargor.

IN THE EVENT of a sale, transfer or other disposition of the property (or if there is a change of control of the Chargor), the outstanding balance of the Note, at the option of the Chargee, will become due and payable on the sale closing date.

ACKNOWLEDGEMENT

TO: 1711423 ONTARIO LIMITED

RE: Old Mill Marina (Kawagama) Limited mortgage in favour of 1711423 Ontario Limited registered against the property municipally known as 1652 Russell Landing Road, Dorset, Ontario, being all of PIN 39115-0241 (LT) for the principal sum of \$500,000.00

THE UNDERSIGNED hereby acknowledges receipt of a copy of the Standard Charge Terms No. 200033 with respect to the charge/mortgage between:

OLD MILL MARINA (KAWAGAMA) LIMITED

as Chargor

- and -

1711423 ONTARIO LIMITED

as Chargee

DATED in DORSET, Ontario this 9th day of June, 2019.

OLD MILL MARINA (KAWAGAMA) LIMITED

Per: 

Name: ROBERT A. WISSER

Title: PRESIDENT

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions by the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|---|---|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisions, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| <i>Promises to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Chargee, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgage Act. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- Quiet Possession** 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 8 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whatsoever.
- Right to Distain** 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances** 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times hereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest** 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale** 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Release** 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure** 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair** 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge, or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or effect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantor** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or release of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

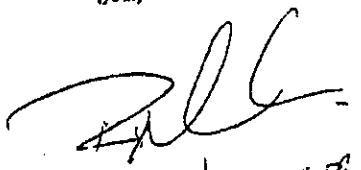
Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

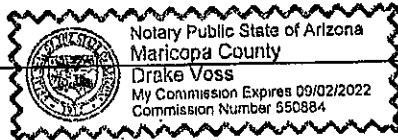
DATED this 9th day of June, 2019 (year)


 ROB WAINWRIGHT
 PRESIDENT

THIS IS EXHIBIT "K" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Properties

PIN 39115 - 0241 LT **Interest/Estate** Fee Simple
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND
EXCEPT PT 2 19R5130; S/T H87622; S/T EXECUTION 94-0000408, IF
ENFORCEABLE; ALGONQUIN HIGHLANDS
Address DORSET

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 OLD MILL MARINA (KAWAGAMA) LIMITED
Address for Service 1676 Russell Landing Road
Dorset, ON P0A 1E0

I, ROBERT WALISSER, PRESIDENT and JENNIFER WALISSER, SECRETARY TREASURER, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

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

Name HALIBURTON COUNTY DEVELOPMENT CORPORATION
Address for Service 235 Highland Street, 2nd Floor
P.O. Box 210
Haliburton, ON K0M 1S0

Provisions

Principal \$125,000.00 **Currency** CDN
Calculation Period monthly not in advance
Balance Due Date 2017/07/22
Interest Rate 7.5%
Payments \$1,158.77
Interest Adjustment Date 2012 06 05
Payment Date 22nd day of each and every month
First Payment Date 2012 07 22
Last Payment Date 2017 07 22
Standard Charge Terms 200433
Insurance Amount See standard charge terms
Guarantor

Signed By

Sheila Anne Stackhouse 235 Highland St. 2nd Floor acting for Chargor Signed 2012 06 05
Haliburton (s)
K0M 1S0

Tel 7054573555

Fax 7054573398

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

Submitted By

HALIBURTON COUNTY DEVELOPMENT CORPORATION 235 Highland St. 2nd Floor
Haliburton
K0M 1S0

2012 06 05

Tel 7054573555

Fax 7054573398

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

LRO # 19 Charge/Mortgage

Registered as HA21205 on 2012 06 05 at 10:28

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

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

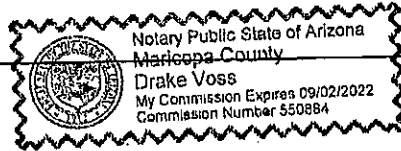
Total Paid

\$60.00

THIS IS EXHIBIT "L" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Properties

PIN 39115 - 0241 LT
Description PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
Address 1652 RUSSELL LANDING ROAD
 DORSET

Source Instruments

Registration No.	Date	Type of Instrument
HA21205	2012 06 05	Charge/Mortgage

Party From(s)

Name HALIBURTON COUNTY DEVELOPMENT CORPORATION
Address for Service

I, Andrew Hodgson and Andrew Campbell, authorized signing officers, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

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

Name 1711423 ONTARIO LIMITED
Address for Service 90 Burnhamthorpe Road West, Suite 300
 Mississauga, Ontario
 L5B 3C3

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HA44419 registered on 2016/09/02

Schedule: The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HA44420.

Signed By

Rejean David Theriault 135 Queens Plate Drive Suite 600 acting for Party Signed 2016 09 02
 Etobicoke From(s)
 M9W 6V7

Tel 416-746-4710

Fax 416-746-8319

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

Submitted By

Loopstra Nixon LLP 135 Queens Plate Drive Suite 600 2016 09 02
 Etobicoke
 M9W 6V7

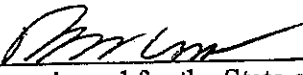
Tel 416-746-4710

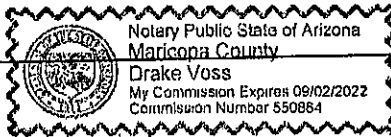
Fax 416-746-8319

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

THIS IS EXHIBIT "M" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona





PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3
 PREPARED FOR Lynda001
 ON 2020/02/28 AT 11:49:21

LAND
 REGISTRY
 OFFICE #19

39115-0241 (LT)

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

PROPERTY DESCRIPTION: FT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS

PROPERTY REMARKS:
 RECENTLY:
 FIRST CONVERSION FROM BOOK
 2010/03/22
 PIN CREATION DATE:
 2010/03/22

OWNERS' NAMES:
 OLD MILL MARINA (KAWAGAMA) LIMITED

CAPACITY SHARE
 ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2010/03/19 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70 (2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 2010/03/22 **						
19R203	1971/04/23	PLAN REFERENCE				C
19R752	1975/06/10	PLAN REFERENCE				C
H87622	1977/04/12	TRANSFER	\$2		OLD MILL MARINA (KAWAGAMA) LIMITED	C
H246594	2003/06/03	CHARGE			HUGHES, BRIAN FRENCH, CAROL WARKENTIN, HARVEY	
					*** COMPLETELY DELETED ***	
HA21205	2012/06/05	CHARGE	\$125,000		OLD MILL MARINA (KAWAGAMA) LIMITED	C
HA27130	2013/07/09	TRANSMISSION CHARGE			*** COMPLETELY DELETED *** WARKENTIN, HARVEY	
		REMARKS: H246594.				
HA30486	2014/02/07	APL DEL EXECUTION			*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED	

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

39115-0241 (LT)

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

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
HA30487	2014/02/07	CHARGE		*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED	HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE	
HA30488	2014/02/07	POSTPONEMENT		*** COMPLETELY DELETED *** HALIBURTON COUNTY DEVELOPMENT CORPORATION	HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE	
HA37189	2015/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE		
HA44419	2016/09/02	CHARGE	\$750,000	OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C
HA44420	2016/09/02	NO ASSGN RENT GEN		OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C
HA44421	2016/09/02	POSTPONEMENT		HALIBURTON COUNTY DEVELOPMENT CORPORATION	1711423 ONTARIO LIMITED	C
HA44427	2016/09/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** HUGHES, BRIAN FRENCH, CAROL WARKENTIN, MARIE-LOUISE		
HA53254	2018/03/01	NOTICE	\$2	1711423 ONTARIO LIMITED	OLD MILL MARINA (KAWAGAMA) LIMITED	C
HA56134	2018/08/29	CHARGE		*** COMPLETELY DELETED *** OLD MILL MARINA (KAWAGAMA) LIMITED	TCE COMMERCIAL FINANCE CANADA INC. NORTHPOINT COMMERCIAL FINANCE CANADA INC.	
HA60323	2019/06/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCF COMMERCIAL FINANCE CANADA INC. NORTHPOINT COMMERCIAL FINANCE CANADA INC.		

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



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #19

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3

PREPARED FOR Lynda001
ON 2020/02/28 AT 11:49:21

39115-0241 (LT)

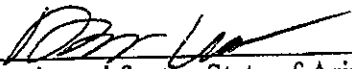
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

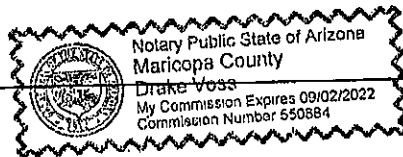
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HA60340	2019/06/18	CHARGE	\$500,000	OLD MILL MARINA (KAWAGAMA) LIMITED	1711423 ONTARIO LIMITED	C

REMARKS: HA56134.

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

THIS IS EXHIBIT "N" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona





PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP - Lynda Christodoulou
Reference : 88888
Docket : 88888
Search ID : 761351
Date Processed : 2/28/2020 11:41:39 AM
Report Type : PPSA Electronic Response
Search Conducted on : OLD MILL MARINA (KAWAGAMA) LIMITED
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

RESPONSE CONTAINS: APPROXIMATELY 9 FAMILIES and 16 PAGES.

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

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

UNMATCHED REGISTRATION

FAMILY : 1 OF 9 ENQUIRY PAGE : 1 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER : 600547347 EXPIRY DATE : 10SEP 2020 STATUS :

THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 9 ENQUIRY PAGE : 2 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 600547347

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20190910 1705 1462 2818
21 REFERENCE FILE NUMBER : 600547347
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

17 ADDRESS : ATTN (CDF), 1100-1290 CENTRAL PARKWAY W.

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 9 ENQUIRY PAGE : 3 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 619088652 EXPIRY DATE : 22SEP 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20050922 1132 1862 6425 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : BOX 160, KAWAGAMA LAKE
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
GE COMMERCIAL DISTRIBUTION FINANCE CANADA
09 ADDRESS : 1290 CENTRAL PARKWAY WEST, SUITE 1000
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C 4R3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND
14 ALL PROCEEDS THEREOF.

15

16 AGENT: DAVIES WARD PHILLIPS & VINEBERG LLP (NJL / KGK / CSCOTT)
17 ADDRESS : 44TH FLOOR, 1 FIRST CANADIAN PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5X 1B1

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 9 ENQUIRY PAGE : 4 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20060711 0916 4066 6515
21 REFERENCE FILE NUMBER : 619088652
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA

17 ADDRESS : 1000-1290 CENTRAL PARKWAY WEST

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C 4R3

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 9 ENQUIRY PAGE : 5 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20100630 1416 1462 9240
21 REFERENCE FILE NUMBER : 619088652
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA

17 ADDRESS : 1000-1290 CENTRAL PARKWAY WEST

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 9 ENQUIRY PAGE : 6 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 01 OF 001 MV SCHED: 20130517 1407 1462 3123

21 REFERENCE FILE NUMBER : 619088652

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	DATE OF	NO FIXED
CONS.	MV		MATURITY OR	MAT DATE
GOODS INVTY EQUIP ACCTS OTHER	INCL	AMOUNT		

10

11

12

13

14

15

16 NAME : GE COMMERCIAL DISTRIBUTION FINANCE CANADA

17 ADDRESS : 1290 CENTRAL PARKWAY WEST, SUITE 1000

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 9 ENQUIRY PAGE : 7 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

FILE NUMBER 619088652

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20170322 1406 1462 1352
21 REFERENCE FILE NUMBER : 619088652
22 AMEND PAGE: NO PAGE: CHANGE: D ASSGNMT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

GE COMMERCIAL DISTRIBUTION FINANCE CANADA

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

09 ADDRESS : ATTN (CDF) 1100-1290 CENTRAL PARKWAY W.

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

17 ADDRESS : ATTN (CDF) 1100-1290 CENTRAL PARKWAY W

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5C4R3

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 9 ENQUIRY PAGE : 8 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 706673241 EXPIRY DATE : 02JUN 2020 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20150602 1227 1219 1260 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BANK OF NOVA SCOTIA - ONTARIO CAU
09 ADDRESS : STD.LIFE BLDG.,120 KING ST W AT BAY,5TH.
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4V2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 22441
YEAR MAKE MODEL V.I.N.
11 2011 FORD F250 S/D 1FTBF2B68BEC17693
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: D+H LIMITED PARTNERSHIP (BNS)
17 ADDRESS : 939 EGLINTON AVENUE EAST, SUITE 201
CITY : TORONTO PROV: ON POSTAL CODE: M4G 4H7

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 9 ENQUIRY PAGE : 9 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20160628 1437 1530 0021 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
OLD MILL MARINA (LAKE OF BAYS) LIMITED
09 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: WATEROUS, HOLDEN, AMEY HITCHON
17 ADDRESS : 20 WELLINGTON STREET, P.O. BOX 1510
CITY : BRANTFORD PROV: ON POSTAL CODE: N3T 5V6

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 9 ENQUIRY PAGE : 10 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20160628 1437 1530 0021 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
WALISSER, ROBERT
09 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 9 ENQUIRY PAGE : 11 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 718097049 EXPIRY DATE : 28JUN 2021 STATUS :
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20160628 1437 1530 0021 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

WALISSER, JENNIFER

09 ADDRESS : 1652 RUSSELL LANDING ROAD

CITY : DORSET PROV: ON POSTAL CODE: POA 1E0

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 9 ENQUIRY PAGE : 12 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 719940402 EXPIRY DATE : 25AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20160825 1055 1590 5537 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: P0A 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
1711423 ONTARIO LIMITED
09 ADDRESS : 90 BURNHAMTHORPE ROAD, SUITE 300
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 3C3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 GENERAL SECURITY AGREEMENT
14
15
16 AGENT: LOOPSTRA NIXON LLP (SMR - 1852004)
17 ADDRESS : 600-135 QUEENS PLATE DRIVE
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9W 6V7

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 9 ENQUIRY PAGE : 13 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 719952435 EXPIRY DATE : 25AUG 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20160825 1104 1590 5541 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
1711423 ONTARIO LIMITED
09 ADDRESS : 90 BURNHAMTHORPE ROAD, SUITE 300
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 3C3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL ASSIGNMENT OF RENTS AND LEASES WITH RESPECT TO LANDS UNDER
14 PIN 39116-0241 (LT), PART LOT 16, CONCESSION 12 SHERBORNE AS IN
15 H87622, TOWNSHIP OF ALGONQUIN HIGHLANDS
16 AGENT: LOOPSTRA NIXON LLP (SMR - 1852004)
17 ADDRESS : 600-135 QUEENS PLATE DRIVE
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9W 6V7

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 9 ENQUIRY PAGE : 14 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 720996966 EXPIRY DATE : 27SEP 2021 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20160927 1708 1462 7426 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING ROAD
CITY : DORSET PROV: ON POSTAL CODE: POA1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
09 ADDRESS : ATTN (CDF), 1100-1290 CNTRL PKWY W
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C4R3
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12
13 GENERAL COLLATERAL DESCRIPTION
14
15

16 AGENT: WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
17 ADDRESS : ATTN (CDF), 1100-1290 CNTRL PKWY W
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5C4R3

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 9 ENQUIRY PAGE : 15 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 741590451 EXPIRY DATE : 13JUL 2021 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20180713 1444 1530 2257 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA KAWAGAMA LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL STREET
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A2

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 2014 FORD F150 1FTEX1EM1EFA78987

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: OLD MILL MARINA (KAWAGAMA) LIMITED

FILE CURRENCY: February 27, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 9 ENQUIRY PAGE : 16 OF 16

SEARCH : BD : OLD MILL MARINA (KAWAGAMA) LIMITED

00 FILE NUMBER : 741638925 EXPIRY DATE : 16JUL 2023 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20180716 1433 1530 3267 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: OLD MILL MARINA (KAWAGAMA) LIMITED
OCN :
04 ADDRESS : 1652 RUSSELL LANDING
CITY : DORSET PROV: ON POSTAL CODE: POA 1E0
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A2

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 2016 FORD F150 1FTEW1EF5GFA01241

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

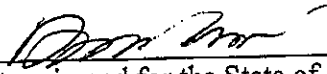
17 ADDRESS : 4126 NORLAND AVENUE

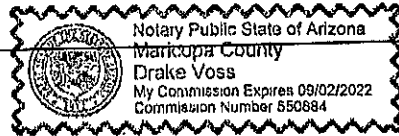
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

LAST SCREEN

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

THIS IS EXHIBIT "O" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona



Old Mill Marina (Kawagama) Limited

Old Mill Marina (Kawagama) Limited

FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
March 31, 2019

Old Mill Marina (Kawagama) Limited
Financial Statements
For the year ended March 31, 2019
(Unaudited - see Notice to Reader)

	Contents
Notice to Reader	2
Financial Statements	
Balance Sheet	3
Statement of Operations and Retained Earnings	4
Notes to the Financials	5

Notice to Reader

We have compiled the balance sheet of Old Mill Marina (Kawagama) Limited as at March 31, 2019 and the statement of operations and retained earnings for the year ended from information provided by management. We have not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information. Readers are cautioned that these statements may not be appropriate for their purposes.

Jo-Ann Robert, President

Burk's Falls, Ontario

Old Mill Marina (Kawagama) Limited**Balance Sheet**

Unaudited - Prepared For Management Use

At March 31, 2019

(with comparatives for the year ended March 31, 2018)

2019

2018

ASSETS

Current

Cash and deposits	\$ -	\$ 20,096
Prepaid expense	100,762	52,088
Accounts receivable	139,337	83,508
Inventory	546,700	2,231,915
Income tax recoverable	-	2,290
Incorporation fees	360	360
	<u>787,159</u>	<u>2,390,257</u>
Property and equipment (Note 2)	1,976,238	2,000,692
	<u>\$ 2,763,397</u>	<u>\$ 4,390,949</u>

LIABILITIES AND SHAREHOLDER'S EQUITY

Current

Payables and accruals	\$ 473,223	\$ 1,704,593
Bank overdraft	88,752	-
Due to shareholder	584,035	661,898
Due to related parties-current amounts	306,611	127,343
Mortgages	837,765	750,000
Taxes payable	828	-
Deposits received	62,508	768,806
	<u>2,353,722</u>	<u>4,012,640</u>
Long term debt	128,742	102,478
	<u>2,482,464</u>	<u>4,115,118</u>
Shareholder's Equity		
Capital stock	42,005	42,005
Retained Earnings	238,928	233,826
	<u>280,933</u>	<u>275,831</u>
	<u>\$ 2,763,397</u>	<u>\$ 4,390,949</u>

On behalf of the Board:

Director

Old Mill Marina (Kawagama) Limited
Statement of Operations & Retained Earnings

Unaudited - Prepared for Management Use

At March 31, 2019

(with comparatives for the year ended March 31, 2018)

	2019	2018
Sales	\$ 2,828,769	\$ 2,845,059
Foreign exchange gains / losses	<u>(2,843)</u>	<u>(59)</u>
	2,825,926	2,845,000
Cost of Sales	<u>1,938,463</u>	<u>1,745,746</u>
Gross Profit	887,463	1,099,254
Expenses		
Advertising, travel and promotion	30,123	119,029
Meals and entertainment	6,006	4,823
Amortization	66,324	66,656
Insurance	17,429	15,627
Bank charges and interest	40,650	36,837
Interest and bank charges	89,423	106,777
Interest on Mortgages	45,000	45,000
Taxes and licenses	1,490	2,027
Office and general	12,050	22,321
Professional fees	37,188	25,627
Equipment	1,140	755
Repairs and maintenance	49,484	41,452
Salaries and wages	334,010	417,618
Small tools	846	3,939
Computer related expense	21,340	17,799
Property taxes	21,474	23,828
Travel expense	339	1,776
Utilities	27,040	24,733
Telephone and telecommunications	7,653	6,605
Delivery, freight and express	7,295	13,207
Vehicle expense	75,575	81,262
Rental	563	3,761
Cash over / short	(2,263)	(787)
Bad debt expense	(30,361)	7,386
Repairs and maintenance - machinery and equipment	1,553	11,258
Office stationery and supplies	<u>17,872</u>	<u>14,834</u>
	879,243	1,114,150
Earnings (loss) before income taxes	8,220	(14,896)
Income taxes (recovery)	<u>3,118</u>	<u>(2,290)</u>
Net earnings (loss)	<u>\$ 5,102</u>	<u>\$ (12,606)</u>
Retained earnings (loss), beginning of year	\$ 233,826	\$ 246,432
Net earnings (loss)	<u>5,102</u>	<u>(12,606)</u>
Retained earnings (loss), end of year	<u>\$ 238,928</u>	<u>\$ 233,826</u>

Old Mill Marina (Kawagama) Limited Notes to the Financial Statements

(Unaudited - See Notice To Reader)
March 31, 2019

1. Significant Accounting Policies

Inventory

The inventory is valued at the lower of the cost and net realizable value. Cost is determined on a first in, first out basis.

Amortization

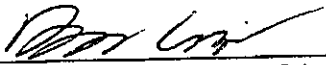
Annual rates of amortization on the reducing balance basis applied to write off the cost of equipment over their estimated useful lives are as follows:

Buildings	4%
Equipment	20%
Paving	8%
Vehicles	30%

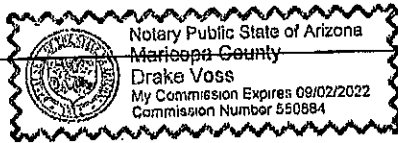
2. Property and equipment

			<u>2019</u>	<u>2018</u>
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Land	927,267	-	927,267	927,267
Buildings	1,397,200	471,787	925,413	963,853
Equipment	379,954	310,412	69,542	86,928
Paving	20,161	8,390	11,771	12,795
Vehicles	133,045	91,233	41,812	8,888
Computers	20,675	20,242	433	961
	<u>2,878,302</u>	<u>902,064</u>	<u>1,976,238</u>	<u>2,000,692</u>

THIS IS EXHIBIT "P" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Lynda Christodoulou

From: Peter Quinlan <pquinlan@waterousholden.com>
Sent: Wednesday, February 26, 2020 1:03 PM
To: Scarlett, Ian
Subject: Fw: spam>VIRUS WARNING - Marina is now Closed
Attachments: Facebook Update.pdf

From: Rob Walisser <rob@oldmillmarina.ca>
Sent: February 26, 2020 8:35 AM
To: Jay Hitchon; Peter Quinlan
Subject: spam>VIRUS WARNING - Marina is now Closed

[[External Sender]]

Jay & Ian,

Feel free to share this with Kirkfield/the estate.

The marina is now closed.

All staff are laid off and technicians are removing tools from the building.

Phones are directed to an auto attendant that simply states marina is closed until further notice. As are emails and website is being worked on to do the same.

A notice was posted on my personal facebook page and is attached to this email.

I will email pictures of propane tank readings for the store and for the storage building. Water lines are being drained at the store and heat turned down to 55F.

Arrangements have been to plow through to the marina house for Jennifer and the kids, as well as for emergency services. No other plowing will occur.

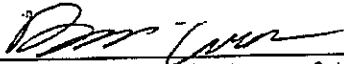
Sad day here. And it is going to get really bad in a hurry as customers start reaching out.

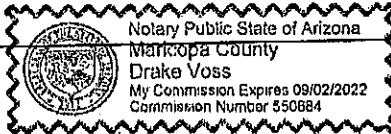
Thanks,

Rob Walisser
"Enhancing the Cottage Experience"
Old Mill Marina | Owner
p. 705-766-2214 ext. 110
m. 705-788-4129
e. rob@oldmillmarina.ca<mailto:rob@oldmillmarina.ca>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the lawyer-client privilege. If you are not the intended recipient or the person responsible for delivery of the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify Waterous Holden Amey Hitchon LLP by telephone at 519-759-6220. You will be reimbursed for reasonable cost incurred in notifying us.

THIS IS EXHIBIT "Q" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020


A Notary in and for the State of Arizona





REPLY TO: MAYA POLIAK
FILE NO.: 00000
DIRECT: 416-218-1161
FAX: 416-218-1844
EMAIL: maya@chaitons.com

March 2, 2020

VIA EMAIL TO: PETER QUINLAN, LAWYERS FOR THE BORROWER
PQUINLAN@WATEROUSHOLDEN.COM

VIA REGULAR & REGISTERED MAIL
PERSONAL & CONFIDENTIAL

OLD MILL MARINA (KAWAGAMA) LIMITED
1652 Russell Landing
PO Box 160
Dorset, Ontario
POA 1E0

Attention Rob Walliser

Re: **LOANS OF 1711423 ONTARIO LIMITED (THE "LENDER") TO OLD MILL MARINA
(KAWAGAMA) LIMITED (THE "BORROWER")**

Dear Sir

We act as lawyers for the Lender in connection with this matter. Pursuant to the Promissory Note dated September 1, 2016 ("**Loan 1**") and the Promissory Note dated June 9, 2019 ("**Loan 2**"), the Lender agreed to make two loans to the Borrower in the total principal amount of \$1,250,000.00 (collectively, the "**Loans**").

We are advised by the Lender that the Borrower is in default under the Loans for, *inter alia*:

- 1) Non payment of principal and interest under the Loans; and
- 2) Ceasing to carry on business.

As a result of the foregoing, the Lender has elected to accelerate payment of the outstanding balance of the Loans. Accordingly, on behalf of the Lender, we hereby demand payment of the Borrower's indebtedness to the Lender pursuant to the loan and security documents. According to our client's records, the outstanding balance owing under the Loans as at March 2, 2020 is **\$1,136,423.55**, calculated as follows:

Loan No. 1

Principal	\$750,000.00
Accrued Interest (to Mach 2, 2020)	\$53,102.47
Three months interest penalty	\$11,250.00
Total:	\$814,352.47

Loan No. 2

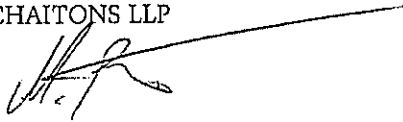
Principal	\$293,484.25
Accrued Interest (to Mach 2, 2020)	\$21,249.73
Three months interest penalty	\$7,337.11
Total:	\$322,071.08

Payment is to be made forthwith.

In the event that payment in full is not made as required, the Lender shall take such steps as it considers necessary or advisable to preserve the assets subject to its security and to recover payment of the Borrower's indebtedness, in full, without further demand upon or notice to the Borrower. Such steps may include an immediate appointment of a receiver.

Enclosed please find the Lender's Notice of Intention to Enforce Security which is served upon the Borrower pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"). Enclosed please also find the draft Consent to waive the Borrower's right to the ten-day notice period provided under section 244 of the BIA.

Yours truly,
CHAITONS LLP



Maya Poliak
PARTNER

NOTICE OF INTENTION TO ENFORCE A SECURITY
(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

To: **OLD MILL MARINA (KAWAGAMA) LIMITED**, an insolvent person

Take notice that:

1. **1711423 Ontario Limited**, a secured creditor, intends to enforce its security on all of the present and after-acquired personal and real property of Old Mill Marina (Kawagama) Limited, including:
 - PIN: 39115-0241 LT
 - Description: PT LT 16 CON 12 SHERBORNE AS IN H87622 EXCEPT PT 1, 2, 3 19R1733 AND EXCEPT PT 2 19R5130; S/T H87622; TOWNSHIP OF ALGONQUIN HIGHLANDS
 - Address: 1652 Russell Landing Road, Dorset, Ontario (the "Real Property")
2. The security that is to be enforced includes (collectively, the "Security"):
 - (a) a General Security Agreement dated August 21, 2016;
 - (b) A charge/mortgage registered against the Real Property as instrument number HA44419 on September 2, 2016 in the principal amount of \$750,000; and
 - (c) A charge/mortgage registered against the Real Property as instrument number HA60340 on June 18, 2019.
3. The total amount of indebtedness secured by the Security as at the close of business on March 2, 2020 is **\$1,136,423.55** inclusive of principal, interest and fees, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement in the form attached hereto as Schedule "A".

DATED at Toronto, this 2nd day of March 2020.

1711423 ONTARIO LIMITED
by its lawyers, Chaitons LLP

Per: 
MAYA POLIAK

CONSENT

TO: 1711423 ONTARIO LIMITED

AND TO: Chaitons LLP

RE: Indebtedness of OLD MILL MARINA (KAWAGAMA) LIMITED

The undersigned, Old Mill Marina (Kawagama) Limited, hereby: (a) consents to the immediate enforcement of the security referred to in the attached Notice of Intention to Enforce Security dated March 2, 2020; (b) waives its right to the ten (10) day notice period provided under Section 244 of the *Bankruptcy and Insolvency Act* (Canada); and (c) consents to the private or Court-appointment of a receiver over all of the undersigned's property, assets and undertakings.

Dated this ____ day of March 2, 2020

**OLD MILL MARINA (KAWAGAMA)
LIMITED**

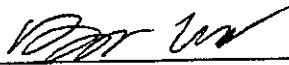
Per: _____

Name:

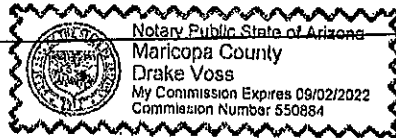
Title:

I have the authority to bind the Corporation

THIS IS EXHIBIT "R" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



CONSENT

TO: 1711423 ONTARIO LIMITED

AND TO: Chaitons LLP

RE: Indebtedness of OLD MILL MARINA (KAWAGAMA) LIMITED

The undersigned, Old Mill Marina (Kawagama) Limited, hereby: (a) consents to the immediate enforcement of the security referred to in the attached Notice of Intention to Enforce Security dated March 2, 2020; (b) waives its right to the ten (10) day notice period provided under Section 244 of the *Bankruptcy and Insolvency Act* (Canada); and (c) consents to the private or Court-appointment of a receiver over all of the undersigned's property, assets and undertakings.

Dated this 3rd day of March 2, 2020

**OLD MILL MARINA (KAWAGAMA)
LIMITED**

Per: 

Name:

ROB-WALISSER

Title:

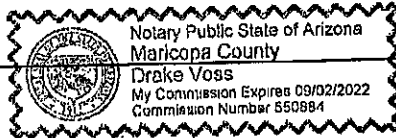
PRESIDENT

I have the authority to bind the Corporation

THIS IS EXHIBIT "S" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement**Residential Tenancy Agreement between:****Landlord(s)**

1. Landlord's Legal Name
Old Mill Marina (Kawagama) Limited

Note:

See Part B in General Information

and Tenant(s)

1. Last Name Walisser	First Name Jennifer
2. Last Name	First Name
3. Last Name	First Name
4. Last Name	First Name

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Street Number 1676	Street Name Russell Landing Road	
City/Town Dorset	Province Ontario	Postal Code POA 1E0	

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

Yes No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit 300	Street Number 90	Street Name Burnhamthorpe Road West	PO Box
City/Town Mississauga		Province Ontario	Postal Code/ZIP Code L5B 3C3

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

Yes No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes No

If yes, provide information:
Rob Walisser - (705) 788-4129

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: 2019/12/31
Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

a fixed length of time ending on: 2020/12/31
Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the _____ first _____ (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) one time payment for the term ending 2020/12/31

b) The tenant will pay the following rent:

Base rent for the rental unit	\$1.00
Parking (if applicable)	\$0.00
Other services and utilities (specify if applicable):	

Total Rent (Lawful Rent)	\$1.00

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

Old Mill Marina (Kawagama) Limited

d) Rent will be paid using the following methods:

Landlord acknowledges that rent of \$1.00 for the term ending 2020/12/31 has been paid.

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on

_____. This partial rent covers the rental of the unit from _____ to _____
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's

administration charge of \$ _____ plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

- | | | |
|--------------------------|------------------------------|--|
| Gas | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Air conditioning | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Additional storage space | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| On-Site Laundry | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use |
| Guest Parking | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use |
| Other <u>Cable</u> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Other <u>Telephone</u> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Other <u>Internet</u> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Provide details about services or list any additional services if needed (if necessary add additional pages):

The following utilities are the responsibility of:

Electricity Landlord Tenant

Heat Landlord Tenant

Water Landlord Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

The tenant is responsible for all utilities. The tenant shall set up all accounts with, and pays to, all utility providers.

Note:

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

A rent deposit is not required.

or

The tenant will pay a rent deposit of \$ _____ . This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

A key deposit is not required.

or

The tenant will pay a refundable key deposit of \$ _____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:


The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

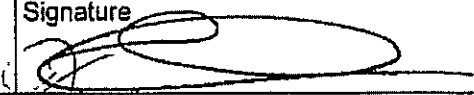
By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
Old Mill Marina (Kawagama) Limited		2019/12/31
Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
Jennifer Walisser		Dec 31, 2019
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

Note:
All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: www.sjto.ca/ltb

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant may end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$25,000 (for an individual) or \$100,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign this form when signing the agreement. In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in a brochure on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the *Ontario Human Rights Code* (the *Code*), they may be violating the tenant's rights under the *Code*. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act, 2006*. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
 - the breed or species is inherently dangerous, or
 - the rules of the condominium corporation do not allow pets.
-

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

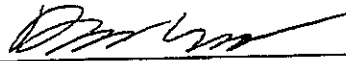
T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

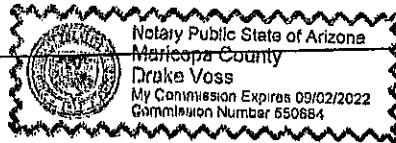
U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

THIS IS EXHIBIT "T" REFERRED TO IN THE
AFFIDAVIT OF JOHN CARL HUBBLE, SWORN
BEFORE ME THIS 6TH DAY OF MARCH, 2020



A Notary in and for the State of Arizona



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

BETWEEN:

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

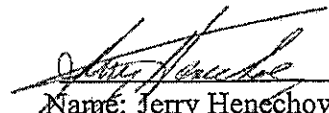
Respondents

CONSENT TO ACT

The undersigned, MNP Ltd. ("MNP"), hereby consents to the appointment of MNP as receiver and manager over all of the assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof, or Old Mill Marina (Kawagama) Limited, in accordance with an order substantially in the form of the receivership order filed in the above proceeding.

DATED at Toronto, this 5th day of March, 2020.

MNP LTD.


Name: Jerry Henechowicz
Title: Senior Vice President

1711423 ONTARIO LIMITED

Applicant

-and-

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO**

AFFIDAVIT OF JOHN CARL HUBBLE

**CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9**

**Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com**

Lawyers for the Applicant

TAB 3

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

THE HONOURABLE)
JUSTICE)

MONDAY, THE 9TH
DAY OF MARCH, 2020

1711423 ONTARIO LIMITED

Applicant

- and -

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

**ORDER
(Appointing the Receiver)**

THIS APPLICATION made by 1711423 Ontario Limited (the "**Lender**") 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 MNP LTD. as receiver and manager (and in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Old Mill Marina (Kawagama) Limited (the "**Debtor**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Carl Hubble sworn March 6, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Lender, no one appearing for the Debtor although duly served as appears from the affidavit of service of Lynda Christodoulou sworn March 6, 2020 and on reading the consent of MNP Ltd. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the

Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP LTD. 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 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 take possession of boats or any other tangible personal property belonging to a third party (the "**Third Party Property**") and located either on the Property or on the property municipally known as 1569 Russell Landing, Dorset Ontario;
- (c) to receive, preserve, and protect the Property and the Third Party Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property and the Third Party 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;
- (d) 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;

- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to 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 market the Property for sale free and clear of any rights of occupation of the Property by Jennifer Walisser and Robert Walisser;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; 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, shall not be required;
- (m) if requested by the purchaser, to deliver vacant possession of the Property upon ninety (90) days notice in writing to Jennifer and Robert Walisser;
- (n) 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;
- (o) 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;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) 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;

- (r) 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;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to conduct a process for identification and verification of the proprietary claims of parties to the Third Party Property and to require any party wishing to make a proprietary claim to any Third Party Property to file a proof of claim in the form acceptable to the Receiver;
- (u) to return the Third Party Property to persons holding proved proprietary claims to such Third Party Property upon payment by such persons of the Receiver's reasonable fees and disbursements associated with the return of the Third Party Property; and
- (v) 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 or information regarding the Property in such Person's possession or control, shall grant immediate and continued access to the Property or information

regarding the Property to the Receiver, and shall deliver all such Property or information 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 4 or in paragraph 5 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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

8. **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

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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

15. **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

16. **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

17. **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.

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

19. **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

20. **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 \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **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.

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

23. **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

24. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL 'http://www.mnpdebt.ca/old_mill_marina'.

25. **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

26. **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.

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

28. **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.

29. **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.

30. **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.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

TAB 4

Court File No. ——— CV-

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

THE HONOURABLE

)

WEEKDAY DAY, THE # ●

JUSTICE

)

DAY OF MONTH ●, 20YR2020

)

PLAINTIFF[†]

Plaintiff

1711423 ONTARIO LIMITED

Applicant

- and -

DEFENDANT

Defendant

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

**ORDER
(appointing **Appointing the Receiver**)**

THIS MOTION APPLICATION made by the Plaintiff[‡] 1711423 Ontario Limited (the "**Lender**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing [~~RECEIVER'S NAME~~] MNP LTD. as receiver [and

[†] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.

[‡] This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

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

~~manager] (in such capacities, (the "Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor~~Old Mill Marina (Kawagama) Limited (the "Debtor"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~John • Hubble sworn ~~[DATE]~~March •, 2020 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Lender, no one appearing for ~~[NAME]~~the Debtor although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~MNP LTD. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~MNP LTD. 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 all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- ~~(b) to take possession of boats or any other tangible personal property belonging to a third party (the "Third Party Property") and located either on the Property or on the property municipally known as 1569 Russell Landing, Dorset Ontario;~~
- (c) ~~(b)~~ to receive, preserve, and protect the Property and the Third Party Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property and the Third Party 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;
- (e) ~~(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;

- (f) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtor;
- (g) ~~(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;
- (h) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) ~~(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;
- (j) to market the Property for sale free and clear of any rights of occupation of the Property by Jennifer Walisser and Robert Walisser;
- (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 \$ 100,000.00; and

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [for section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

(l) if requested by the purchaser, to deliver vacant possession of the Property to any purchaser thereof upon ninety (90) days notice in writing to Jennifer and Robert Walisser;

(m) ~~(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;

(n) ~~(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;

(o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) ~~(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;

(q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (r) ~~(e)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to conduct a process for identification and verification of the proprietary claims of parties to the Third Party Property and to require any party wishing to make a proprietary claim to any Third Party Property to file a proof of claim in the form acceptable to the Receiver;
- (t) to return the Third Party Property to persons holding proved proprietary claims to such Third Party Property upon payment by such persons of the Receiver's reasonable fees and disbursements associated with the return of the Third Party Property; and
- (u) ~~(f)~~ 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 or information regarding the Property in such Person's possession or control, shall grant immediate and continued access to the Property or information regarding the Property to the Receiver, and shall deliver all such Property or information 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 ~~54~~ or in paragraph ~~65~~ 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

7. ~~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

8. ~~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

9. ~~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

10. ~~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

11. ~~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

12. ~~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

13. ~~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

14. ~~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

15. ~~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

16. ~~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

17. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

⁶~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

19. ~~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

20. ~~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 \$ 150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. ~~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.

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

23. ~~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

24. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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



25. ~~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

26. ~~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.

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

28. ~~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.

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

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

30. ~~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.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Document comparison by Workshare Compare on Thursday, March 05, 2020
5:36:19 PM

Input:	
Document 1 ID	PowerDocs://DOCS/3030415/1
Description	DOCS-#3030415-v1-Model_Receivership_Order_(2014)
Document 2 ID	PowerDocs://DOCS/4719972/3
Description	DOCS-#4719972-v3-171.Old_Mill.Draft_Receivership_Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	92
Deletions	96
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	188

1711423 ONTARIO LIMITED

Applicant

-and-

OLD MILL MARINA (KAWAGAMA) LIMITED

Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO**

APPLICATION RECORD

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844
Email: maya@chaitons.com

Lawyers for the Applicant