

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

**WOODINGTON ESTATES INC.**

Respondent

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

**APPLICATION RECORD  
(Appointment of a Receiver  
August 28, 2024)**

August 13, 2023

**CHAITONS LLP**

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**Lawyers for the Applicant**

TO: **SERVICE LIST**

## SERVICE LIST

|                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <p><b>WOODINGTON ESTATES INC.</b><br/>7110 4<sup>th</sup> Line<br/>Tottenham, ON L0G 1W0</p> <p><b>Joseph Chetti</b><br/>Email: <a href="mailto:joechetti@me.com">joechetti@me.com</a></p> <p><b>Respondent</b></p>                                                                                                                                                                                      | <p><b>BLANEY MCMURTRY LLP</b><br/>2 Queen St. East, Suite 1500<br/>Toronto, ON M5C 3G5</p> <p><b>David T. Ullmann</b><br/>Tel: (416) 596-4289<br/>Email: <a href="mailto:dullmann@blaney.com">dullmann@blaney.com</a></p> <p><b>Lawyers for the Respondent</b></p>                                        |
| <p><b>1000736785 ONTARIO LIMITED</b><br/>156 Capner Court<br/>Kleinburg, ON L0J 1C0</p> <p><b>Frances Chetti</b></p>                                                                                                                                                                                                                                                                                     | <p><b>SILVIO CONSTRUCTION CO. LTD.</b><br/>c/o Bianchi Presta LLP<br/>9100 Jane Street<br/>3<sup>rd</sup> Floor, Building A<br/>Vaughan, ON L4K 0A4</p> <p><b>Domenic Presta</b><br/>Tel: (905-738-1078 Ext. 2223<br/>Email: <a href="mailto:dpresta@bianchipresta.com">dpresta@bianchipresta.com</a></p> |
| <p><b>SCHWARTZ &amp; SCHWARTZ</b><br/>Professional Corporation<br/>258 Wilson Avenue<br/>Toronto, ON M3H 1S6</p> <p><b>Jeffrey Joel Schwartz</b><br/>Tel: (416) 636-3431<br/>Email: <a href="mailto:jeffrey@schwartzandschwartz.ca">jeffrey@schwartzandschwartz.ca</a></p> <p><b>Lawyers for Goldy Metals Holdings Inc.</b></p>                                                                          | <p><b>THE CORPORATION OF THE TOWN OF<br/>NEW TECUMSETH</b><br/>10 Wellington St. East<br/>Alliston, ON L9R 1A1</p>                                                                                                                                                                                        |

|                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DEPARTMENT OF JUSTICE</b><br>Tax Law Services Division<br>120 Adelaide Street West, Suite 400<br>Toronto, Ontario M5H 1T1<br><br><a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a><br><br><b>Lawyers for Canada Revenue Agency</b> | <b>HIS MAJESTY THE KING IN RIGHT OF<br/>THE PROVINCE OF ONTARIO AS<br/>REPRESENTED BY THE MINISTER OF<br/>FINANCE</b><br>Insolvency Unit<br>33 King Street West, 6 <sup>th</sup> Floor<br>Oshawa, Ontario L1H 8H5<br><br>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

B E T W E E N:

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- and -

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Respondent

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# **TAB 1**



Court File No.

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

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

**MELVYN EISEN, TRUSTEE**

**Applicant**

**- and -**

**WOODINGTON ESTATES INC.**

**Respondent**

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

**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 page.

**THIS APPLICATION** will come on for a hearing

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

on **Wednesday, August 28, 2024, at 11:00 a.m.** A Zoom link to access the videoconference will be uploaded into Caselines.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A 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 at least four 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 \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: Superior Court of Justice  
330 University Avenue, 9th Floor  
Toronto, Ontario M5G 1R7

TO: **WOODINGTON ESTATES INC.**  
7110 4<sup>th</sup> Line  
Tottenham, ON L0G 1W0

## APPLICATION

1. The Applicant makes application for:

- (a) if necessary, an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
- (b) an order (the “**Receivership Order**”) appointing Albert Gelman Inc. as receiver (“**Receiver**”) over all of the assets, undertaking and property of Woodington Estates Inc. (the “**Debtor**”) including the real property owned by the Debtor known municipally as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Golf Course Lands**”) and the business and assets of Woodington Lake Golf Club (the “**Golf Club**”) operating on the Golf Course Lands, pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
- (c) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

### ***The Parties and the Golf Club***

- (a) Melvyn Eisen (“**Eisen**”) is a private lender carrying on the business of mortgage lending on behalf of investors by way of syndicated loans in which Eisen acts as trustee for the lenders.

- (b) The Debtor is the registered owner of the Golf Course Lands, on which a thirty-six (36) hole golf facility known as the 'Woodington Lake Golf Club' is situated.
- (c) Joseph Chetti ("**Chetti**") is the sole director and officer of the Debtor.
- (d) The business name 'Woodington Lake Golf Club' is registered to 1000736785 Ontario Limited.
- (e) Frances Chetti, the spouse of Chetti, is the sole director of 1000736785 Ontario Limited.

### ***The Loan and Security***

- (f) Eisen made a syndicated loan to the Debtor in the amount of \$11.5 million on January 9, 2019 (the "**Loan**").
- (g) The Loan is one of several syndicated loans that Eisen has provided to entities owned and/or controlled by Chetti over several years.
- (h) The Loan was to be used by the Debtor for various purposes including: (i) to purchase the Golf Course Lands; (ii) to fund improvements to the Golf Club; and (iii) to provide additional working capital to the Debtor.
- (i) In addition to Eisen, the participants in the syndicated Loan included, among other parties, Windsor Private Capital Limited Partnership ("**WPC**") and Windsor II Limited Partnership ("**WLP**") and together with WPC, "**Windsor**") which collectively advanced approximately \$10.5 million in the aggregate.

- (j) As of July 24, 2024, the amount owing, for principal and interest, under the Loan is \$11,649,377.11 (the “**Indebtedness**”).
- (k) The Indebtedness is secured by (collectively, the “**Security**”): (i) a charge/mortgage in favour of Eisen in the principal amount of \$11.5 million registered on title to the Golf Course Lands on January 11, 2019 (the “**Mortgage**”); and (ii) an assignment of rents, notice of which was registered on title to the Golf Course Lands on January 11, 2019 (“**Assignment of Rents**”).
- (l) Eisen acts as trustee holding the Mortgage and all collateral security given in connection therewith in trust for the lenders under the Loan.

***Other Creditors***

- (m) In addition to the Mortgage and Assignment of Rents, the following are registered against title to the Golf Course Lands:
  - (i) a charge/mortgage in favour of Goldy Metals Holdings Inc. (“**Goldy Metals**”) in the principal amount of \$5.5 million registered on August 12, 2019 (the “**Goldy Mortgage**”) and a notice of assignment of rents in favour of Goldy Metals registered on August 12, 2019;
  - (ii) a collateral charge/mortgage in favour of Eisen and WLP in the principal amount of \$5 million registered on July 21, 2022;
  - (iii) a tax certificate by the Corporation of the Town of New Tecumseth registered on February 16, 2024; and

- (iv) a construction lien by Silvio Construction Co. Ltd. in the amount of \$1,538,083 registered on July 8, 2024.
- (n) As of July 10, 2024, there was \$191,596.02 in unpaid property taxes with respect to the Golf Course Lands, which represents arrears for several years.

***Maturity and Events Following Maturity***

- (o) The Mortgage matured on March 1, 2020 and was not repaid.
- (p) At the time that the Mortgage matured, there was an executed agreement of purchase and sale for the sale of certain properties (not including the Golf Course Lands) owned by entities controlled by Chetti (the “**Chetti Lands APS**”) that was sufficient to fully satisfy the indebtedness owing by the Debtor to the Lender.
- (q) Closing of the Chetti Lands APS, the proceeds of which were to be used to repay the Loan, has been delayed for several years, and it is not clear whether the Chetti Lands APS remains extant and is capable of closing.
- (r) On August 9, 2023, Goldy Metals issued a notice of sale under mortgage (the “**Notice of Sale**”) which provides that there was \$5,601,652.09 owing to Goldy Metals.
- (s) Aside from a \$750,000 principal payment made by the Debtor to Windsor which reduced the principal amount outstanding under the Mortgage to \$10,750,000 (the “**Principal Reduction**”), the Debtor has not made any other principal or interest payments under the Loan since October 3, 2023.

- (t) On May 16, 2024, Eisen, by his lawyers, demanded payment of the Loan and gave notice under section 244 of the *BIA*.
- (u) By May 2024, in addition to the Loan, several other loans provided by the Lender to entities controlled by Chetti were in default and demands for payment were also made in respect of such loans.
- (v) On June 20, 2024, Chaitons sent a letter to Chetti advising that, unless payment was made or satisfactory arrangements for payment made by June 28, 2024, the Lender intended to take steps to enforce the security, including seeking the appointment of a receiver over the Golf Course Lands.
- (w) On August 1, 2024, Chetti advised Eisen that he had received a commitment letter to refinance the Golf Course Lands and would be paying off the Mortgage within two weeks.
- (x) Chetti refused to provide a copy of the commitment letter to Eisen, and Eisen has not heard further from Chetti or anyone on his behalf with respect to the repayment of the Loan and discharge of the Mortgage.

***Just and Convenience to Appoint a Receiver***

- (y) The time periods for payment under the demands and notices under section 244 of the *BIA* have long expired.
- (z) No evidence has been provided to the Lender showing that the Debtor has arranged financing to repay the Loan.

(aa) In these circumstances, it is in the best interests of all stakeholders generally, including the Applicant, and is just and convenient, to appoint a Receiver to allow for an orderly realization of the Golf Course Lands and the Golf Club operations, and to obtain possession of the books and records to determine ownership of the Golf Club and facilitate the realization of the Golf Course Lands including the business of the Golf Club.

(bb) Albert Gelman Inc. has agreed to accept the appointment as Receiver.

***Statutory and Other Grounds***

(cc) Section 243 of the *BIA*, and Section 101 of the *CJA*.

(dd) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*.

(ee) 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 Melvyn Eisen sworn August 7, 2024 and the exhibits thereto; and
  - (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

August 9, 2023

**CHAITONS LLP**

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**Lawyers for the Applicant**

MELVYN EISEN, TRUSTEE

-and-

WOODINGTON ESTATES INC.

Applicant

Respondent

Court File No.

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

**NOTICE OF APPLICATION**

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**Lawyers for the Applicant**

# **TAB 2**

Court File No.

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

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

**AFFIDAVIT OF MELVYN EISEN**  
(sworn August 7, 2024)

I, **MELVYN EISEN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**  
**AND SAY AS FOLLOWS:**

1. I am a private lender, carrying on the business of mortgage lending on behalf of investors by way of syndicated loans in which I act as trustee for the lenders.
2. I am the trustee for investors in connection with a mortgage granted by Woodington Estates Inc. (the “**Debtor**”) registered in the Land Registry Office for the Land Titles Division of Toronto (No. 51) as instrument SC1568887 on January 11, 2019 (the “**Mortgage**”) on title to real property

municipally known as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Golf Course Lands**”).<sup>1</sup> As such, I have knowledge of the facts and matters hereinafter deposed. When matters set out below are based upon information and advice from others, I have identified the source of the information and believe it to be true.

3. This affidavit is sworn in support of an application for the appointment of Albert Gelman Inc. as receiver of the Golf Course Lands and the business and assets of the Woodington Lake Golf Club (the “**Golf Club**”) operating on the Golf Course Lands. In this affidavit, I have referred to myself as the “**Lender**”.

#### **THE DEBTOR AND THE GOLF COURSE LANDS**

4. The Debtor is a company governed by the *Business Corporations Act* (Ontario). The Debtor was incorporated on December 10, 2018 and has its registered office at 7110 4<sup>th</sup> Line, Tottenham, Ontario. The Debtor’s sole director and officer is Jospeh Chetti (“**Chetti**”). A copy of the Corporate Profile Report for the Debtor is attached hereto and marked as **Exhibit “A”**.

5. The Debtor is the registered owner of the Golf Course Lands. The Debtor acquired the Golf Course Lands on January 11, 2019. A copy of the parcel register for the Golf Course Lands is attached hereto and marked as **Exhibit “B”**.

6. A thirty-six (36) hole golf facility known as the ‘Woodington Lake Golf Club’ is situated on the Golf Course Lands.

7. Business name registration searches current as of July 8, 2024 (the “**Business Name Searches**”) indicate that the business name ‘Woodington Lake Golf Club’ was registered to

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<sup>1</sup> The Golf Course Lands has the following second municipal address: 7029 4<sup>th</sup> Line, New Tecumseth.

1000736785 Ontario Limited on December 12, 2023 and is currently active. The business name Woodington Lake Golf Club was previously registered by Woodington Management Inc., a Guarantor (defined below) under the Mortgage. Woodington Management Inc.'s business name registration of the business name Woodington Lake Golf Club' expired on January 23, 2024 and is no longer active. Copies of the Business Name Searches are attached hereto and marked as **Exhibit "C"**.

8. A corporate profile report of 1000736785 Ontario Limited (the "**10007 Corporate Profile**") indicates that 1000736785 Ontario Limited is an Ontario corporation that was incorporated on December 12, 2023 and has a registered address at 156 Capner Court, Kleinburg, Ontario. Frances Chetti is the sole director of 1000736785 Ontario Limited. I understand that Frances Chetti is the spouse of Chetti. A copy of the 10007 Corporate Profile is attached hereto and marked as **Exhibit "D"**.

9. A corporate profile report of Woodington Management Inc. (the "**WMI Corporate Profile**") indicates that Woodington Management Inc. is an Ontario Corporation that was incorporated on December 10, 2018 and has a registered address at 7710 4<sup>th</sup> Line, Tottenham, Ontario. Chetti is the sole officer and director of Woodington Management Inc. A copy of the WMI Corporate Profile is attached hereto and marked as **Exhibit "E"**.

10. The Woodington Lake Golf Club opened in 1995. It has two championship golf courses as well as a 32,000 square foot clubhouse. The Golf Club features facilities for dining, tournaments, banquets, weddings, private boardroom meetings and other social functions. The Golf Club also has a shop that offers a variety of golf-related merchandise. The Golf Club employs many seasonal employees.

11. Based on my review of the internally prepared financial statements of Woodington Management Inc. for the period January 1, 2023 to November 30, 2023 it is my understanding that, as at November 2023, the Golf Club was owned and operated by Woodington Management Inc. As previously discussed, the business name Woodington Lake Golf Club was registered to Woodington Management Inc. until January 23, 2024 and has been registered to 1000736785 Ontario Limited since December 12, 2023. While I have no knowledge as to the ownership of 1000736785 Ontario Limited and Woodington Management Inc., it is my understanding that these entities are controlled by Chetti or his wife. I am not aware of any operating agreement or lease entered into in respect of the Golf Club on the Golf Course Lands.

12. Attached hereto and marked as **Exhibits “F”** and **“G”**, respectively, are copies of Ontario Enquiry Response Certificates for Woodington Management Inc. and 1000736785 Ontario Limited, each current as of July 18, 2024. The search results confirm that there are no registrations made pursuant to the *Personal Property Security Act* (Ontario) (**“PPSA”**) against 1000736785 Ontario Limited and several PPSA registrations made against Woodington Management Inc. Based on the PPSA registrations made against Woodington Management Inc., it appears that the Golf Club is owned and/or operated by Woodington Management Inc.

### **THE LOAN AND SECURITY**

13. At the request of Chetti, I made a syndicated loan to the Debtor in the amount of \$11.5 million on January 9, 2019 (the **“Loan”**). The Loan was to be used by the Debtor for various purposes including: (i) to purchase the Golf Course Lands; (ii) to fund improvements to the Golf Club; and (iii) to provide additional working capital to the Debtor.

14. The term of the Loan was 13 months. The maturity date under the Loan was March 1, 2020 (the “**Maturity Date**”). The interest rate under the Loan was 9% per annum calculated monthly and repayable interest only for the first 12 months. The interest rate was 11% per annum for the 13<sup>th</sup> month of the Loan. The Lender retained an interest reserve for the interest payable over the term of the Loan.

15. In addition to myself, the participants in the syndicated Loan included, among other parties, Windsor Private Capital Limited Partnership (“**WPC**”) and Windsor II Limited Partnership (“**WLP**”) which collectively advanced approximately \$10.5 million in the aggregate.

16. WPC and WLP are limited partnerships governed by the Ontario *Limited Partnerships Act*. Each of WPC and WLP are Funds within Windsor Private Capital (“**Windsor**”), an asset management and investment firm that manages over \$1.5 billion on behalf of institutional and private investors.

17. The indebtedness of the Debtor under the Loan is secured by, among other things (collectively, the “**Security**”):

- (a) a charge/mortgage in favour of the Lender in the principal amount of \$11.5 million registered on title to the Golf Course Lands on January 11, 2019 as instrument SC1568887 (i.e. the Mortgage); and
- (b) an assignment of rents, notice of which was registered on title to the Golf Course Lands on January 11, 2019 as instrument SC1568888 (the “**Assignment of Rents**”).

18. Standard Charge Terms No. 200033 (the “**Standard Charge Terms**”) are incorporated by reference into the Mortgage. Copies of the Charge, the Assignment of Rents, and the Standard Charge Terms are attached hereto and marked as **Exhibits “H”, “I”, and “J”**, respectively.

19. Pursuant to the Guarantor’s clause contained in the Mortgage, and the terms incorporated by the Standard Charge Terms, Chetti, Elena Salvatore and Woodington Management Inc. (collectively, the “**Guarantors**” and each a “**Guarantor**”) jointly and severally guaranteed payment of all amounts owing by the Debtor under the Mortgage, plus interest accruing thereon at the applicable rate under the Mortgage from the date of demand for payment and all costs and expenses incurred by the Lender in enforcing upon the guarantee (the “**Guarantee**”).

20. I act as the trustee holding the Mortgage and all collateral security given in connection therewith in trust for the lenders under the Loan.

## **OTHER CREDITORS**

21. In addition to the Mortgage, and the Assignment of Rents, the following are registered against title to the Golf Course Lands:

- (a) a charge/mortgage in favour of Goldy Metals Holdings Inc. (“**Goldy Metals**”) in the principal amount of \$5.5 million registered on August 12, 2019 as instrument SC1615589 (the “**Goldy Mortgage**”), and a notice of assignment of rents in favour of Goldy Metals registered on August 12, 2019 as instrument SC1615590 (the “**Goldy GAR**”), copies of which are attached hereto and marked as **Exhibits “K” and “L”**, respectively;

- (b) a collateral charge/mortgage in favour of myself and WLP in the principal amount of \$5 million registered on July 21, 2022 as instrument SC1916092 (the “**Collateral Mortgage**”), a copy of which is attached hereto and marked as **Exhibit “M”**;
- (c) a tax certificate by the Corporation of the Town of New Tecumseth registered on February 16, 2024 as instrument SC2039172, a copy of which is attached hereto and marked as **Exhibit “N”**; and
- (d) a construction lien by Silvio Construction Co. Ltd. in the amount of \$1,538,083 registered on July 8, 2024 as instrument SC2067923, a copy of which is attached hereto and marked as **Exhibit “O”**.

22. In May 2022, the Lender and WLP made a first mortgage loan in the principal amount of \$25 million to another entity controlled by Chetti (the “**Hwy 27 Loan**”). The Hwy 27 Loan was secured by, among other things, a charge/mortgage registered on title to lands and premises municipally known as 11720 Highway 27, Vaughan, Ontario. The Debtor granted the Collateral Mortgage in favour of the Lender and WLP as collateral security for the Hwy 27 Loan.

23. As of July 10, 2024, there was \$191,596.02 in unpaid property taxes with respect to the Golf Course Lands. The amount owing in property taxes in respect of the Golf Course Lands represents arrears for several years. A copy of the tax certificate from the Town of New Tecumseth, certified as at July 10, 2024, is attached hereto and marked as **Exhibit “P”**.

24. Attached hereto and marked as **Exhibit “Q”** is a copy of Ontario Enquiry Response Certificate for the Debtor current as of July 5, 2024 which shows that there are no PPSA registrations made against the Debtor.

## **MATURITY AND EVENTS FOLLOWING MATURITY**

25. The Mortgage matured on March 1, 2020 and was not repaid on the Maturity Date.

26. At the time that the Mortgage matured, Chetti informed me that there was an executed agreement of purchase and sale for the sale of certain properties (not including the Golf Course Lands) owned by entities controlled by Chetti (the “**Chetti Lands APS**”) that was sufficient to fully satisfy the indebtedness owing by the Debtor to the Lender.

27. At the time that the Mortgage matured, the Lender and Windsor understood, based on representations made by Chetti, that the Loan would be repaid upon closing of the Chetti Lands APS. It was agreed among the parties that the Debtor would continue to make interest only monthly payments following the Maturity Date. The interest rate applicable under the Mortgage, for the period following the Maturity Date, was the Loan rate of 11% per annum. While this arrangement was not formalized by a written agreement among the parties, it was evidenced by the payments made by the Debtor after the Maturity Date.

28. On August 9, 2023, Goldy Metals, which holds a second mortgage over the Golf Course Lands (i.e. the Goldy Mortgage), issued a notice of sale under mortgage (the “**Notice of Sale**”). The Notice of Sale provided that default had been made in the payment of monies due under the Goldy Mortgage and that there was \$5,601,652.09 owing to Goldy Metals. The Notice of Sale further provided that, unless Goldy Metals was paid on or before September 18, 2023, Goldy Metals would sell the Golf Course Lands. A copy of the Notice of Sale is attached hereto and marked as **Exhibit “R”**.

29. On January 18, 2024, a \$750,000 principal payment was made by the Debtor to Windsor, reducing the principal amount outstanding under the Mortgage to \$10,750,000 (the “**Principal Reduction**”).

#### **DEFAULT AND DEMAND**

30. Aside from the Principal Reduction payment made on January 18, 2024, the Debtor has not made any other principal or interest payments under the Loan since October 3, 2023.

31. As of July 24, 2024, the amount owing by the Debtor, for principal and interest, under the Loan is \$11,649,337.11.

32. Accordingly, on May 16, 2024, I, by my lawyers Chaitons LLP (“**Chaitons**”), demanded payment of the Loan in the amount of \$11,408,768.58 due and owing under the Mortgage. Chaitons also delivered a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to the Debtor. A copy of the letter and notice is attached hereto and marked as **Exhibit “S”**.

33. Also on May 16, 2024, Chaitons, on my behalf, demanded payment from the Guarantors pursuant to the Guarantee. A copy of the letter to the Guarantors dated May 16, 2024 is attached hereto and marked as **Exhibit “T”**.

34. The Loan is one of several syndicated loans that the Lender has provided to entities owned and/or controlled by Chetti over several years. By May 2024, in addition to the Loan, several other loans provided by the Lender to entities controlled by Chetti were in default. Demands for payment have also been made in respect of such loans.

35. I understand that the Golf Course Lands was listed for sale on the multiple listing service (“**MLS**”) on or around May 23, 2024 for \$31 million. I am not aware of any offers having been received since the Golf Course Lands was listed for sale.

36. On June 20, 2024, Chaitons sent a letter to Chetti advising that, unless payment was made or satisfactory arrangements for payment made by June 28, 2024, the Lender intended to take steps to enforce the security, including seeking the appointment of a receiver over the Golf Course Lands. A copy of the letter to Chetti dated June 20, 2024 is attached hereto and marked as as **Exhibit “U”**.

37. On June 24, 2024, Chetti provided me with a copy of a letter of intent by Westgate Mortgages Inc. (“**Westgate**”) to Woodington Lake Golf Club and Chetti (the “**Westgate LOI**”) which was dated, and accepted, as of June 10, 2024. A copy of the Westgate LOI is attached hereto and marked as **Exhibit “V”**. The Westgate LOI contemplates a \$22 million loan to be provided by Westgate and secured by, among other things, a first mortgage over the Golf Course Lands. The proposed advance by Westgate was intended to be used for the purposes of: (a) satisfying any arrears owing under, and discharging, the Mortgage; and (b) discharging the Goldy Mortgage in favour of Goldy Metals.

38. The Westgate LOI contained numerous conditions, including, among other things, receipt of a satisfactory appraisal in respect of the Golf Course Lands, showing a minimum value of \$40 million, to be used by Westgate for the purpose of the first mortgage financing contemplated by the Westgate LOI. The appraisal in respect of the Golf Course Lands was to be completed and received within thirty (30) days (i.e. by July 11, 2024). It is not clear whether the conditions under

the Westgate LOI have been satisfied or waived and whether a commitment letter has been issued by Westgate.

39. Approximately two weeks ago I was advised by Chetti that a first mortgage commitment to refinance the Golf Course Lands was expected to be received by Chetti imminently and would be immediately forwarded to me upon receipt.

40. I have attempted to contact Chetti on several occasions during the month of July in order to obtain an update on his refinancing efforts but he failed to return any of my messages. Finally, on August 1, 2024, Chetti called me to advise that he had received a commitment letter to refinance the Golf Course Lands and would be paying off the Mortgage within two weeks. Chetti refused to provide me with a copy of the commitment letter allegedly on the advice of his lawyer.

41. I have not heard further from Chetti or anyone on his behalf with respect to the repayment of the Loan and discharge of the Mortgage.

#### **JUST AND CONVENIENT TO APPOINT A RECEIVER**

42. The Loan matured on March 1, 2020 and was not repaid upon maturity.

43. The Lender has failed to make the monthly interest payments under the Loan following the payment made on October 3, 2023.

44. The Lender has demanded payment and delivered notice under the BIA. There has been no payment made in response and there is no indication that the Debtor is able to repay the indebtedness owing to the Lender.

45. Closing of the Chetti Lands APS, the proceeds of which were to be used to repay the Loan, has been delayed for several years, and it is not clear whether the Chetti Lands APS remains extant and is capable of closing.

46. Further, no evidence has been provided to the Lender showing that the Debtor has arranged financing to repay the Loan.

47. As of July 10, 2024, there is \$191,596.02 in unpaid property taxes which represents arrears for several years, and a tax certificate has been registered against title to the Golf Course Lands.

48. Goldy Metals Holdings Inc., which holds a second mortgage over the Golf Course Lands, has commenced power of sale proceedings in respect of the Golf Course Lands claiming \$5,601,652.09.

49. In addition, as of July 8, 2024, a construction lien in the amount of \$1,538,083 has been registered on title to the Golf Course Lands.

50. It is just and convenient in the circumstances to appoint a receiver.

51. The appointment of a receiver will provide transparency and oversight to allow for an orderly realization of the Golf Course Lands and the Golf Club operations for the benefit of all creditors and other stakeholders. The appointment of a receiver is also necessary to obtain possession of the books and records to determine ownership of the Golf Club business and assets, and to facilitate the realization of the Golf Course Lands including the business of the Golf Club.

52. Accordingly, I believe it is in the best interests of the Debtor's creditors generally that a receiver be appointed to take control over and realize on the Golf Course Lands and business and

assets of the Golf Club for the benefit of the Lender and all of the Debtor's other creditors and stakeholders.

53. Albert Gelman Inc. has agreed to accept the appointment, as set out in its consent attached hereto and marked as **Exhibit "W"**.

54. I make this affidavit in support of the appointment of the receiver and for no other or improper purpose.

**SWORN BEFORE ME** over videoconference on this 7<sup>th</sup> day of August, 2024. The affiant was located in the City of Toronto and the commissioner was located in the City of Toronto, both in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



---

**DANISH AFROZ**  
Commissioner for Taking Affidavits  
(or as may be)

Signed by:  
  
F8C31BA67F01418...

---

**MELVYN EISEN**

**THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*



## Profile Report

WOODINGTON ESTATES INC. as of May 09, 2024

|                                   |                                                    |
|-----------------------------------|----------------------------------------------------|
| Act                               | Business Corporations Act                          |
| Type                              | Ontario Business Corporation                       |
| Name                              | WOODINGTON ESTATES INC.                            |
| Ontario Corporation Number (OCN)  | 2669743                                            |
| Governing Jurisdiction            | Canada - Ontario                                   |
| Status                            | Active                                             |
| Date of Incorporation             | December 10, 2018                                  |
| Registered or Head Office Address | 7110 4th Line, Tottenham, Ontario, L0G 1W0, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

|                             |    |
|-----------------------------|----|
| Minimum Number of Directors | 1  |
| Maximum Number of Directors | 10 |

|                     |                                                                  |
|---------------------|------------------------------------------------------------------|
| Name                | JOSEPH CHETTI                                                    |
| Address for Service | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| Resident Canadian   | Yes                                                              |
| Date Began          | December 10, 2018                                                |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

|                            |                                                                  |
|----------------------------|------------------------------------------------------------------|
| <b>Name</b>                | JOSEPH CHETTI                                                    |
| <b>Position</b>            | President                                                        |
| <b>Address for Service</b> | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| <b>Date Began</b>          | December 10, 2018                                                |

|                            |                                                                  |
|----------------------------|------------------------------------------------------------------|
| <b>Name</b>                | JOSEPH CHETTI                                                    |
| <b>Position</b>            | Secretary                                                        |
| <b>Address for Service</b> | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| <b>Date Began</b>          | December 10, 2018                                                |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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### Corporate Name History

Name

Effective Date

WOODINGTON ESTATES INC.

December 10, 2018

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*V. Quintanilla W.*

Director/Registrar

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#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

| Filing Name                                        | Effective Date    |
|----------------------------------------------------|-------------------|
| CIA - Initial Return<br>PAF: PETER DOELMAN - OTHER | January 08, 2019  |
| BCA - Articles of Incorporation                    | December 10, 2018 |

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' and 'E' with a large loop.

---

*A Commissioner etc.*

PROPERTY DESCRIPTION: PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 58170-0247

PIN CREATION DATE:

2003/01/24

OWNERS' NAMES

WOODINGTON ESTATES INC.

CAPACITY SHARE

ROWN

| REG. NUM.                                                                                                     | DATE       | INSTRUMENT TYPE    | AMOUNT | PARTIES FROM                          | PARTIES TO                           | CERT/<br>CHKD |
|---------------------------------------------------------------------------------------------------------------|------------|--------------------|--------|---------------------------------------|--------------------------------------|---------------|
| ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/01/24 **                           |            |                    |        |                                       |                                      |               |
| **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: 1998/11/23 **                                                            |            |                    |        |                                       |                                      |               |
| RO318906                                                                                                      | 1969/12/22 | TRANSFER EASEMENT  |        |                                       | THE BELL TELEPHONE COMPANY OF CANADA | C             |
| 51R9747                                                                                                       | 1980/09/10 | PLAN REFERENCE     |        |                                       |                                      | C             |
| RO753296                                                                                                      | 1981/12/07 | BYLAW              |        | *** DELETED AGAINST THIS PROPERTY *** |                                      |               |
| 51R13112                                                                                                      | 1984/11/28 | PLAN REFERENCE     |        |                                       |                                      | C             |
| RO868100Z                                                                                                     | 1985/07/02 | REST COV APL ANNEX |        |                                       |                                      | C             |
| RO1014318                                                                                                     | 1988/07/29 | CHARGE             |        | *** DELETED AGAINST THIS PROPERTY *** | ROBAR LIMITED                        |               |
| RO1037681                                                                                                     | 1988/12/16 | CHARGE             |        | *** DELETED AGAINST THIS PROPERTY *** | VAN LEEUWEN, GERRIT                  |               |
| RO1092295                                                                                                     | 1989/12/15 | CHARGE             |        | *** DELETED AGAINST THIS PROPERTY *** | BIASOTTO, JOHN<br>BIASOTTO, RENATA   |               |

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

LAND  
REGISTRY  
OFFICE #51

58170-0498 (LT)

PAGE 2 OF 5  
PREPARED FOR Lynda001  
ON 2024/07/05 AT 12:59:46

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

| REG. NUM. | DATE               | INSTRUMENT TYPE    | AMOUNT | PARTIES FROM                          | PARTIES TO                                     | CERT/<br>CHKD |
|-----------|--------------------|--------------------|--------|---------------------------------------|------------------------------------------------|---------------|
| RO1123308 | 1990/08/30         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** | COBOT TRUST COMPANY                            |               |
|           | REMARKS: RO1092295 |                    |        |                                       |                                                |               |
| RO1173100 | 1991/12/18         | AGR AM CH          |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1014318 |                    |        |                                       |                                                |               |
| RO1222168 | 1993/05/26         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1037681 |                    |        |                                       | VAN LEEUWEN, GERRIT<br>VAN LEEUWEN, WILHELMINA |               |
| RO1258195 | 1994/06/29         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1037681 |                    |        |                                       | BROUWER, SIMON                                 |               |
| RO1260408 | 1994/07/21         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1092295 |                    |        |                                       | BIASOTTO, JOHN<br>BIASOTTO, RENATA             |               |
| RO1260411 | 1994/07/21         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1037681 |                    |        |                                       | DIAMOND RIVER GOLF LTD.                        |               |
| RO1260412 | 1994/07/21         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1014318 |                    |        |                                       | DIAMOND RIVER GOLF LTD.                        |               |
| RO1260413 | 1994/07/21         | TRANSFER OF CHARGE |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1092295 |                    |        |                                       | DIAMOND RIVER GOLF LTD.                        |               |
| RO1260414 | 1994/07/21         | AGR AM CH          |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1037681 |                    |        |                                       |                                                |               |
| RO1260415 | 1994/07/21         | AGREEMENT          |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1014318 |                    |        |                                       |                                                |               |
| RO1260416 | 1994/07/21         | AGR AM CH          |        | *** DELETED AGAINST THIS PROPERTY *** |                                                |               |
|           | REMARKS: RO1092295 |                    |        |                                       |                                                |               |

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| REG. NUM. | DATE       | INSTRUMENT TYPE                                                                                  | AMOUNT | PARTIES FROM                                                            | PARTIES TO                                   | CERT/<br>CHKD |
|-----------|------------|--------------------------------------------------------------------------------------------------|--------|-------------------------------------------------------------------------|----------------------------------------------|---------------|
| RO1284373 | 1995/05/29 | TRANSFER                                                                                         |        | *** DELETED AGAINST THIS PROPERTY ***                                   | WOODINGTON LAKE GOLF CLUB LTD.               |               |
| LT437721  | 2000/06/23 | APL CH NAME OWNER                                                                                |        | *** DELETED AGAINST THIS PROPERTY ***<br>WOODINGTON LAKE GOLF CLUB LTD. | SOUTHRIDGE VISTAS INC.                       |               |
|           |            | REMARKS: RO1284373                                                                               |        |                                                                         |                                              |               |
| LT437722  | 2000/06/23 | CHARGE                                                                                           |        | *** DELETED AGAINST THIS PROPERTY ***<br>SOUTHRIDGE VISTAS INC.         | BANK OF MONTREAL                             |               |
| LT437723  | 2000/06/23 | NO ASSGN RENT GEN                                                                                |        | *** DELETED AGAINST THIS PROPERTY ***<br>SOUTHRIDGE VISTAS INC.         | BANK OF MONTREAL                             |               |
|           |            | REMARKS: LT437722 - RENTS                                                                        |        |                                                                         |                                              |               |
| LT437724  | 2000/06/23 | POSTPONEMENT                                                                                     |        | *** DELETED AGAINST THIS PROPERTY ***<br>DIAMOND RIVER GOLF LIMITED     | BANK OF MONTREAL                             |               |
|           |            | REMARKS: RO1014318 TO LT437722                                                                   |        |                                                                         |                                              |               |
| LT437725  | 2000/06/23 | POSTPONEMENT                                                                                     |        | *** DELETED AGAINST THIS PROPERTY ***<br>DIAMOND RIVER GOLF LIMITED     | BANK OF MONTREAL                             |               |
|           |            | REMARKS: RO1037681 TO LT437722                                                                   |        |                                                                         |                                              |               |
| LT437726  | 2000/06/23 | POSTPONEMENT                                                                                     |        | *** DELETED AGAINST THIS PROPERTY ***<br>DIAMOND RIVER GOLF LIMITED     | BANK OF MONTREAL                             |               |
|           |            | REMARKS: RO1092295 TO LT437722 DELETED BY CARL TALLON ON 2018/11/28                              |        |                                                                         |                                              |               |
| SC59220   | 2002/09/27 | NOTICE AGREEMENT                                                                                 |        | SOUTHRIDGE VISTAS INC.                                                  | THE CORPORATION OF THE TOWN OF NEW TECUMSETH | C             |
| SC595587  | 2007/10/25 | LR'S ORDER                                                                                       |        | LAND REGISTRAR, LRO #51                                                 |                                              | C             |
|           |            | REMARKS: AMENDS TYPOGRAPHICAL ERROR IN PROPERTY DESCRIPTION FIELD. RO318096 AMENDED TO RO318906. |        |                                                                         |                                              |               |
| SC598354  | 2007/11/01 | CHARGE                                                                                           |        | *** COMPLETELY DELETED ***<br>SOUTHRIDGE VISTAS INC.                    | BANK OF MONTREAL                             |               |
| SC598406  | 2007/11/01 | POSTPONEMENT                                                                                     |        | *** COMPLETELY DELETED ***<br>DIAMOND RIVER GOLF LTD.                   | BANK OF MONTREAL                             |               |
|           |            | REMARKS: RO1014318 TO SC598354                                                                   |        |                                                                         |                                              |               |
| SC598407  | 2007/11/01 | POSTPONEMENT                                                                                     |        | *** COMPLETELY DELETED ***<br>DIAMOND RIVER GOLF LTD.                   | BANK OF MONTREAL                             |               |
|           |            | REMARKS: RO1037681 TO SC598354                                                                   |        |                                                                         |                                              |               |
| SC598408  | 2007/11/01 | POSTPONEMENT                                                                                     |        | *** COMPLETELY DELETED ***<br>DIAMOND RIVER GOLF LTD.                   | BANK OF MONTREAL                             |               |

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| REG. NUM. | DATE       | INSTRUMENT TYPE   | AMOUNT       | PARTIES FROM                                         | PARTIES TO                 | CERT/<br>CHKD |
|-----------|------------|-------------------|--------------|------------------------------------------------------|----------------------------|---------------|
| SC638624  | 2008/04/15 | APL (GENERAL)     |              | *** COMPLETELY DELETED ***<br>SOUTHRIDGE VISTAS INC. |                            |               |
| 51R40761  | 2016/12/09 | PLAN REFERENCE    |              |                                                      |                            | C             |
| SC1421201 | 2017/06/16 | BYLAW             |              | THE CORPORATION OF THE TOWN OF NEW TECUMSETH         |                            | C             |
| SC1551313 | 2018/10/26 | DISCH OF CHARGE   |              | *** COMPLETELY DELETED ***<br>SOUTHRIDGE VISTAS INC. |                            |               |
| SC1551314 | 2018/10/26 | DISCH OF CHARGE   |              | *** COMPLETELY DELETED ***<br>SOUTHRIDGE VISTAS INC. |                            |               |
| SC1551315 | 2018/10/26 | DISCH OF CHARGE   |              | *** COMPLETELY DELETED ***<br>SOUTHRIDGE VISTAS INC. |                            |               |
| SC1568886 | 2019/01/11 | TRANSFER          | \$4,670,000  | SOUTHRIDGE VISTAS INC.                               | WOODINGTON ESTATES INC.    | C             |
| SC1568887 | 2019/01/11 | CHARGE            | \$11,500,000 | WOODINGTON ESTATES INC.                              | EISEN, MELVYN              | C             |
| SC1568888 | 2019/01/11 | NO ASSGN RENT GEN |              | WOODINGTON ESTATES INC.                              | EISEN, MELVYN              | C             |
| SC1569122 | 2019/01/14 | DISCH OF CHARGE   |              | *** COMPLETELY DELETED ***<br>BANK OF MONTREAL       |                            |               |
| SC1569123 | 2019/01/14 | DISCH OF CHARGE   |              | *** COMPLETELY DELETED ***<br>BANK OF MONTREAL       |                            |               |
| SC1615589 | 2019/08/12 | CHARGE            | \$5,500,000  | WOODINGTON ESTATES INC.                              | GOLDY METALS HOLDINGS INC. | C             |
| SC1615590 | 2019/08/12 | NO ASSGN RENT GEN |              | WOODINGTON ESTATES INC.                              | GOLDY METALS HOLDINGS INC. | C             |

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

| REG. NUM. | DATE       | INSTRUMENT TYPE | AMOUNT      | PARTIES FROM                                          | PARTIES TO                                      | CERT/<br>CHKD |
|-----------|------------|-----------------|-------------|-------------------------------------------------------|-------------------------------------------------|---------------|
| SC1683548 | 2020/05/29 | CHARGE          |             | *** COMPLETELY DELETED ***<br>WOODINGTON ESTATES INC. | EISEN, MELVYN                                   |               |
| SC1911094 | 2022/07/05 | DISCH OF CHARGE |             | *** COMPLETELY DELETED ***<br>EISEN, MELVYN           |                                                 |               |
| SC1916092 | 2022/07/21 | CHARGE          | \$5,000,000 | WOODINGTON ESTATES INC.                               | EISEN, MELVYN<br>WINDSOR II LIMITED PARTNERSHIP | C             |
| SC2039172 | 2024/02/16 | CERTIFICATE     | \$134,458   | THE CORPORATION OF THE TOWN OF NEW TECUMSETH          |                                                 | C             |

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

**THIS IS EXHIBIT "C" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal stroke and a loop.

---

*A Commissioner etc.*



## Profile Report

WOODINGTON LAKE GOLF CLUB as of July 08, 2024

|                                      |                                                       |
|--------------------------------------|-------------------------------------------------------|
| Act                                  | Business Names Act                                    |
| Type of Filing                       | Business Name Registration - Corporation              |
| Name                                 | WOODINGTON LAKE GOLF CLUB                             |
| Business Identification Number (BIN) | 1000736846                                            |
| Registration Status                  | Active                                                |
| Registration Date                    | December 12, 2023                                     |
| Expiry Date                          | December 11, 2028                                     |
| Principal Place of Business          | 156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada |
| Activity (NAICS Code)                | 71391 - Golf courses and country clubs                |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Registrant Information**

|                                          |                                                       |
|------------------------------------------|-------------------------------------------------------|
| <b>Name</b>                              | 1000736785 ONTARIO LIMITED                            |
| <b>Type</b>                              | Ontario Business Corporation                          |
| <b>Status</b>                            | Active                                                |
| <b>Ontario Corporation Number (OCN)</b>  | 1000736785                                            |
| <b>Governing Jurisdiction</b>            | Canada - Ontario                                      |
| <b>Registered or Head Office Address</b> | 156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Person Authorizing Registration  
Full Name

FRANCES CHETTI

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

### Filing Name

Business Name Registration for a Corporation  
PAF: FRANCES CHETTI

### Effective Date

December 12, 2023

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**SEPARATOR PAGE**



## Profile Report

WOODINGTON LAKE GOLF CLUB as of July 08, 2024

|                                      |                                                    |
|--------------------------------------|----------------------------------------------------|
| Act                                  | Business Names Act                                 |
| Type of Filing                       | Business Name Registration - Corporation           |
| Name                                 | WOODINGTON LAKE GOLF CLUB                          |
| Business Identification Number (BIN) | 290092774                                          |
| Registration Status                  | Inactive - Expired                                 |
| Registration Date                    | January 23, 2019                                   |
| Expiry Date                          | January 22, 2024                                   |
| Inactive Date                        | January 23, 2024                                   |
| Principal Place of Business          | 7110 4th Line, Tottenham, Ontario, L0G 1W0, Canada |
| Activity (NAICS Code)                | [Not Provided] - [Not Provided]                    |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Registrant Information

|                                   |                                                    |
|-----------------------------------|----------------------------------------------------|
| Name                              | WOODINGTON MANAGEMENT INC.                         |
| Type                              | Ontario Business Corporation                       |
| Status                            | Active                                             |
| Ontario Corporation Number (OCN)  | 2669745                                            |
| Governing Jurisdiction            | Canada - Ontario                                   |
| Registered or Head Office Address | 7110 4th Line, Tottenham, Ontario, L0G 1W0, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Person Authorizing Registration**

**Individual Name**

JOSEPH CHETTI

**Address for Service**

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

| Filing Name                                                        | Effective Date   |
|--------------------------------------------------------------------|------------------|
| Notice of Expiration of Registration                               | January 23, 2024 |
| Business Name Registration for a Corporation<br>PAF: JOSEPH CHETTI | January 23, 2019 |

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**THIS IS EXHIBIT "D" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' followed by a horizontal stroke.

---

*A Commissioner etc.*



Ministry of Public and  
Business Service Delivery

## Profile Report

1000736785 ONTARIO LIMITED as of July 15, 2024

|                                   |                                                       |
|-----------------------------------|-------------------------------------------------------|
| Act                               | Business Corporations Act                             |
| Type                              | Ontario Business Corporation                          |
| Name                              | 1000736785 ONTARIO LIMITED                            |
| Ontario Corporation Number (OCN)  | 1000736785                                            |
| Governing Jurisdiction            | Canada - Ontario                                      |
| Status                            | Active                                                |
| Date of Incorporation             | December 12, 2023                                     |
| Registered or Head Office Address | 156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

|                             |    |
|-----------------------------|----|
| Minimum Number of Directors | 1  |
| Maximum Number of Directors | 10 |

|                     |                                                       |
|---------------------|-------------------------------------------------------|
| Name                | FRANCES CHETTI                                        |
| Address for Service | 156 Capner Court, Kleinburg, Ontario, L0J 1C0, Canada |
| Resident Canadian   | Yes                                                   |
| Date Began          | December 12, 2023                                     |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Officer(s)**

There are no active Officers currently on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Corporate Name History

Name

1000736785 ONTARIO LIMITED

Effective Date

December 12, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Business Names**

|                                             |                           |
|---------------------------------------------|---------------------------|
| <b>Name</b>                                 | WOODINGTON LAKE GOLF CLUB |
| <b>Business Identification Number (BIN)</b> | 1000736846                |
| <b>Registration Date</b>                    | December 12, 2023         |
| <b>Expiry Date</b>                          | December 11, 2028         |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

### Filing Name

BCA - Articles of Incorporation

### Effective Date

December 12, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**THIS IS EXHIBIT "E" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'E' followed by a horizontal line.

---

*A Commissioner etc.*



## Profile Report

WOODINGTON MANAGEMENT INC. as of July 08, 2024

|                                   |                                                    |
|-----------------------------------|----------------------------------------------------|
| Act                               | Business Corporations Act                          |
| Type                              | Ontario Business Corporation                       |
| Name                              | WOODINGTON MANAGEMENT INC.                         |
| Ontario Corporation Number (OCN)  | 2669745                                            |
| Governing Jurisdiction            | Canada - Ontario                                   |
| Status                            | Active                                             |
| Date of Incorporation             | December 10, 2018                                  |
| Registered or Head Office Address | 7110 4th Line, Tottenham, Ontario, L0G 1W0, Canada |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Director(s)**

|                             |    |
|-----------------------------|----|
| Minimum Number of Directors | 1  |
| Maximum Number of Directors | 10 |

|                     |                                                                  |
|---------------------|------------------------------------------------------------------|
| Name                | JOSEPH CHETTI                                                    |
| Address for Service | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| Resident Canadian   | Yes                                                              |
| Date Began          | December 10, 2018                                                |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

|                            |                                                                  |
|----------------------------|------------------------------------------------------------------|
| <b>Name</b>                | JOSEPH CHETTI                                                    |
| <b>Position</b>            | President                                                        |
| <b>Address for Service</b> | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| <b>Date Began</b>          | December 10, 2018                                                |

|                            |                                                                  |
|----------------------------|------------------------------------------------------------------|
| <b>Name</b>                | JOSEPH CHETTI                                                    |
| <b>Position</b>            | Secretary                                                        |
| <b>Address for Service</b> | 156 Capner Court, Box 36, Kleinburg, Ontario, L0J 1C0,<br>Canada |
| <b>Date Began</b>          | December 10, 2018                                                |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Corporate Name History

Name

Effective Date

WOODINGTON MANAGEMENT INC.

December 10, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Expired or Cancelled Business Names**

|                                             |                           |
|---------------------------------------------|---------------------------|
| <b>Name</b>                                 | WOODINGTON LAKE GOLF CLUB |
| <b>Business Identification Number (BIN)</b> | 290092774                 |
| <b>Status</b>                               | Inactive - Expired        |
| <b>Registration Date</b>                    | January 23, 2019          |
| <b>Expired Date</b>                         | January 22, 2024          |

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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## Document List

| Filing Name                                        | Effective Date    |
|----------------------------------------------------|-------------------|
| CIA - Initial Return<br>PAF: PETER DOELMAN - OTHER | January 08, 2019  |
| BCA - Articles of Incorporation                    | December 10, 2018 |

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**THIS IS EXHIBIT "F" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line and a small loop.

---

*A Commissioner etc.*



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

|                       |                                          |
|-----------------------|------------------------------------------|
| Prepared for :        | Chaitons LLP (ADP) - Antoinette De Pinto |
| Reference :           | 85974                                    |
| Docket :              | 85974                                    |
| Search ID :           | 983021                                   |
| Date Processed :      | 7/19/2024 11:49:22 AM                    |
| Report Type :         | PPSA Electronic Response                 |
| Search Conducted on : | WOODINGTON MANAGEMENT INC.               |
| 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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

RESPONSE CONTAINS: APPROXIMATELY 12 FAMILIES and 30 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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 12                      ENQUIRY PAGE : 1 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 750428442    EXPIRY DATE : 23APR 2026    STATUS :  
01 CAUTION FILING :                      PAGE : 01 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20190423 1402 1462 1800 REG TYP: P    PPSA                      REG PERIOD: 7  
02 IND DOB :                      IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0  
05 IND DOB :                      IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
TURF CARE FINANCIAL LIMITED  
09 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL                      PROV: ON                      POSTAL CODE: L4B3K6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL                      PROV: ON                      POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 12                      ENQUIRY PAGE : 2 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 750428442    EXPIRY DATE : 23APR 2026    STATUS :  
01 CAUTION FILING :                      PAGE : 02 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20190423 1402 1462 1800    REG TYP: P    PPSA                      REG PERIOD: 7  
02 IND DOB : 15OCT1948    IND NAME: JOSEPH                      CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG                      PROV: ON                      POSTAL CODE: L0J1C0  
05 IND DOB :                      IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.  
15 130-YAMAHA DRIVE2 EFI CARTS  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL                      PROV: ON                      POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 12 ENQUIRY PAGE : 3 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 750428442 EXPIRY DATE : 23APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190423 1402 1462 1800 REG TYP: P PPSA REG PERIOD: 7  
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 :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 4-UMAX 2 BEVERAGE CARTS  
14 2-YAMAHA 6 PASSENGER CARTS  
15  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 12 ENQUIRY PAGE : 4 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

FILE NUMBER 750428442

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20210409 1402 1462 9777

21 REFERENCE FILE NUMBER : 750428442

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: WOODINGTON MANAGEMENT INC.

25 OTHER CHANGE:

26 REASON: ADD NEW DEBTOR

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: TURF CARE PRODUCTS CANADA LIMITED

OCN:

04/07 ADDRESS: 200 PONY DRIVE

CITY: NEWMARKET, ONTARIO PROV: L3Y POSTAL CODE: 7B6

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  | INVTRY | EQUIP         | ACCTS       | OTHER    |
| INCL   | AMOUNT |               |             |          |
| 10     | X      |               |             | X        |

11

12

13

14

15

16

16 NAME : CWB MAXIUM FINANCIAL INC.

17 ADDRESS : 1 - 30 VOGELL ROAD

CITY : RICHMOND HILL PROV : ON POSTAL CODE : L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 12 ENQUIRY PAGE : 5 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 751620735 EXPIRY DATE : 27MAY 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20190527 1704 1462 4435 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
TURF CARE FINANCIAL LIMITED  
09 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X X X  
YEAR MAKE MODEL V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND  
14 AFTER-ACQUIRED PERSONAL PROPERTY.

15

16 AGENT: CWB MAXIUM FINANCIAL INC.

17 ADDRESS : 1 - 30 VOGELL ROAD

CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12                      ENQUIRY PAGE : 6 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 753647742      EXPIRY DATE : 23JUL 2024      STATUS :  
01 CAUTION FILING :                      PAGE : 001 OF 3                      MV SCHEDULE ATTACHED :  
REG NUM : 20190723 1654 6005 2777      REG TYP: P      PPSA                      REG PERIOD: 05  
02 IND DOB :                      IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G 1W0  
05 IND DOB :                      IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
CWB NATIONAL LEASING INC.  
09 ADDRESS : 1525 BUFFALO PL (2947735)  
CITY : WINNIPEG                      PROV: MB                      POSTAL CODE: R3T 1L9  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP      ACCTS      OTHER      INCL                      AMOUNT                      MATURITY                      MAT DATE  
10                      X  
YEAR MAKE                      MODEL                      V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ALL RESTAURANT EQUIPMENT, CONVEYOR DISHWASHERS OF EVERY NATURE OR KIND  
14 DESCRIBED IN AGREEMENT NUMBER 2947735, BETWEEN ALLIANCE FINANCING  
15 GROUP LTD., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT  
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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12 ENQUIRY PAGE : 7 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 753647742 EXPIRY DATE : 23JUL 2024 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :  
REG NUM : 20190723 1654 6005 2777 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 :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS  
14 AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,  
15 ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY  
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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 12 ENQUIRY PAGE : 8 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 753647742 EXPIRY DATE : 23JUL 2024 STATUS :  
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :  
REG NUM : 20190723 1654 6005 2777 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 :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 OR INDIRECTLY THEREFROM.  
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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 12 ENQUIRY PAGE : 9 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 761797008 EXPIRY DATE : 08MAY 2028 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20200508 1414 1462 5748 REG TYP: P PPSA REG PERIOD: 8  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
TURF CARE FINANCIAL LIMITED  
09 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 12 ENQUIRY PAGE : 10 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 761797008 EXPIRY DATE : 08MAY 2028 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20200508 1414 1462 5748 REG TYP: P PPSA REG PERIOD: 8  
02 IND DOB : 15OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 20- 2020 YAMAHA DRIVE2 QT

16 AGENT: CWB MAXIUM FINANCIAL INC.

17 ADDRESS : 1 - 30 VOGELL ROAD

CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 11 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 766608786 EXPIRY DATE : 08OCT 2025 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20201008 1705 1462 5712 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
TURF CARE FINANCIAL LIMITED  
09 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 12 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 766608786 EXPIRY DATE : 08OCT 2025 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20201008 1705 1462 5712 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : 15OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 1-TORO WORKMAN HDX

16 AGENT: CWB MAXIUM FINANCIAL INC.

17 ADDRESS : 1 - 30 VOGELL ROAD

CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 12 ENQUIRY PAGE : 13 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 766608786 EXPIRY DATE : 08OCT 2025 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20201008 1705 1462 5712 REG TYP: P PPSA REG PERIOD: 5  
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 :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 1-TORO PROPASS 200  
14 1-SALSCO HP11-III GREENS ROLLER  
15  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 12 ENQUIRY PAGE : 14 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 769588002 EXPIRY DATE : 01FEB 2028 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210201 1703 1462 6177 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
TURF CARE FINANCIAL LIMITED  
09 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: CWB MAXIUM FINANCIAL INC.  
17 ADDRESS : 1 - 30 VOGELL ROAD  
CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 12 ENQUIRY PAGE : 15 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 769588002 EXPIRY DATE : 01FEB 2028 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210201 1703 1462 6177 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : 15OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 130-2021 YAMAHA ELECTRIC CARS

16 AGENT: CWB MAXIUM FINANCIAL INC.

17 ADDRESS : 1 - 30 VOGELL ROAD

CITY : RICHMOND HILL PROV: ON POSTAL CODE: L4B3K6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 12 ENQUIRY PAGE : 16 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 774064044 EXPIRY DATE : 02JUL 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210702 1406 1462 2913 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL  
09 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 7 OF 12 ENQUIRY PAGE : 17 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 774064044 EXPIRY DATE : 02JUL 2026 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210702 1406 1462 2913 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : 16OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 1-TORO MULTIPRO 5800G

16 AGENT: 1951584 ONTARIO INC.

17 ADDRESS : 200 PONY DRIVE

CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 12 ENQUIRY PAGE : 18 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 774064053 EXPIRY DATE : 02JUL 2028 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210702 1406 1462 2914 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL  
09 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6  
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 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 8 OF 12 ENQUIRY PAGE : 19 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 774064053 EXPIRY DATE : 02JUL 2028 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20210702 1406 1462 2914 REG TYP: P PPSA REG PERIOD: 7  
02 IND DOB : 16OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 2-TORO GREENSMaster 3150

16 AGENT: 1951584 ONTARIO INC.

17 ADDRESS : 200 PONY DRIVE

CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 20 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694346 EXPIRY DATE : 01DEC 2027 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4618 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0  
05 IND DOB : IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM PROV: ON POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL  
09 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
YEAR MAKE MODEL V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 21 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694346 EXPIRY DATE : 01DEC 2027 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4618 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : 16OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 1-TORO REELMASTER 3555

16 AGENT: 1951584 ONTARIO INC.

17 ADDRESS : 200 PONY DRIVE

CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 9 OF 12 ENQUIRY PAGE : 22 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694346 EXPIRY DATE : 01DEC 2027 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4618 REG TYP: P PPSA REG PERIOD: 6  
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 :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 1-ANGLEMASTER 4100  
14  
15  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12                      ENQUIRY PAGE : 23 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694355    EXPIRY DATE : 01DEC 2027    STATUS :  
01 CAUTION FILING :                      PAGE : 01 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4619 REG TYP: P    PPSA                      REG PERIOD: 6  
02 IND DOB :                      IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0  
05 IND DOB :                      IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL  
09 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL                      AMOUNT                      MATURITY                      MAT DATE  
10                      X                      X                                                                                                          X  
YEAR MAKE                      MODEL                      V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12 ENQUIRY PAGE : 24 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694355 EXPIRY DATE : 01DEC 2027 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4619 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : 16OCT1948 IND NAME: JOSEPH CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG PROV: ON POSTAL CODE: L0J1C0  
05 IND DOB : IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 1-USED EXPRESS DUAL 5000 GRINDER

16 AGENT: 1951584 ONTARIO INC.

17 ADDRESS : 200 PONY DRIVE

CITY : NEWMARKET PROV: ON POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 10 OF 12                      ENQUIRY PAGE : 25 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 778694355    EXPIRY DATE : 01DEC 2027    STATUS :  
01 CAUTION FILING :                      PAGE : 03 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20211201 1410 1462 4619    REG TYP: P    PPSA                      REG PERIOD: 6  
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 :

09 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:  
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 1-USED TORO REELMASTER 5410  
14 1-USED TORO REELMASTER 3550  
15 1-USED TORO GREENSMaster 3150  
16 AGENT: 1951584 ONTARIO INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12                      ENQUIRY PAGE : 26 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 792296532      EXPIRY DATE : 12APR 2029      STATUS :  
01 CAUTION FILING :                      PAGE : 01 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20230412 1704 1462 0082      REG TYP: P      PPSA                      REG PERIOD: 6  
02 IND DOB :                      IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN :  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0  
05 IND DOB :                      IND NAME:  
06 BUS NAME: WOODINGTON LAKE GOLF CLUB  
OCN :  
07 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0

08 SECURED PARTY/LIEN CLAIMANT :  
CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL  
09 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP      ACCTS      OTHER      INCL                      AMOUNT                      MATURITY                      MAT DATE  
10                      X                      X                                                                                                          X  
YEAR MAKE                      MODEL                      V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ALL PRESENT AND FUTURE GOODS LEASED BY THE SECURED PARTY TO THE  
14 DEBTOR, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,  
15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND  
16 AGENT: CARE LENDING GROUP INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12                      ENQUIRY PAGE : 27 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 792296532    EXPIRY DATE : 12APR 2029    STATUS :  
01 CAUTION FILING :                      PAGE : 02 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20230412 1704 1462 0082    REG TYP: P    PPSA                      REG PERIOD: 6  
02 IND DOB : 15OCT1948    IND NAME: JOSEPH                      R CHETTI  
03 BUS NAME:  
OCN :  
04 ADDRESS : 156 CAPNER COURT  
CITY : KLEINBURG                      PROV: ON                      POSTAL CODE: L0J1C0  
05 IND DOB :                      IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:  
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY OF  
14 THE FOREGOING.

15 2-TORO WORKMAN MDX W/FAIRWAY CAFE

16 AGENT: CARE LENDING GROUP INC.

17 ADDRESS : 200 PONY DRIVE

CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 11 OF 12                      ENQUIRY PAGE : 28 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 792296532    EXPIRY DATE : 12APR 2029    STATUS :  
01 CAUTION FILING :                      PAGE : 03 OF 003                      MV SCHEDULE ATTACHED :  
REG NUM : 20230412 1704 1462 0082    REG TYP: P    PPSA                      REG PERIOD: 6  
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 :

09 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:  
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 6-TORO WORKMAN MDX  
14 3-TORO WORKMAN HDX  
15  
16 AGENT: CARE LENDING GROUP INC.  
17 ADDRESS : 200 PONY DRIVE  
CITY : NEWMARKET                      PROV: ON                      POSTAL CODE: L3Y7B6

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 12                      ENQUIRY PAGE : 29 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 796364838    EXPIRY DATE : 18AUG 2025    STATUS :  
01 CAUTION FILING :                      PAGE : 001 OF 2                      MV SCHEDULE ATTACHED :  
REG NUM : 20230818 1214 1793 7072    REG TYP: P    PPSA    REG PERIOD: 2  
02 IND DOB :                      IND NAME:  
03 BUS NAME: WOODINGTON MANAGEMENT INC.  
OCN : 2669745  
04 ADDRESS : 7110 4TH LINE  
CITY : TOTTENHAM                      PROV: ON                      POSTAL CODE: L0G1W0  
05 IND DOB :                      IND NAME:  
06 BUS NAME:  
OCN :  
07 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
2M7 FINANCIAL SOLUTIONS  
09 ADDRESS : 64 SIGNET DRIVE  
CITY : TORONTO                      PROV: ON                      POSTAL CODE: M9L2Y4  
CONS.                      MV                      DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP    ACCTS    OTHER    INCL    AMOUNT    MATURITY    MAT DATE  
10                      X                      X                      265500                      X  
YEAR MAKE                      MODEL                      V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY INTEREST IN,  
14 A) EACH AND EVERY FUTURE RECEIVABLE, ALL PURSUANT TO AND IN  
15 ACCORDANCE WITH THE  
16 AGENT: 2M7 FINANCIAL SOLUTIONS  
17 ADDRESS : 3605 WESTON RD  
CITY : NORTH YORK                      PROV: ON                      POSTAL CODE: M9L1V7

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: WOODINGTON MANAGEMENT INC.

FILE CURRENCY: July 18, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 12 OF 12                      ENQUIRY PAGE : 30 OF 30

SEARCH : BD : WOODINGTON MANAGEMENT INC.

00 FILE NUMBER : 796364838      EXPIRY DATE : 18AUG 2025      STATUS :  
01 CAUTION FILING :                      PAGE : 002 OF 2                      MV SCHEDULE ATTACHED :  
REG NUM : 20230818 1214 1793 7072      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 :

09 ADDRESS :  
CITY :                      PROV:                      POSTAL CODE:  
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 PROVISIONS OF AN AGREEMENT DATED FEBRUARY 12, 2021, NAMELY, THE  
14 MERCHANT CASH ADVANCE AGREEMENT.

15

16 AGENT:

17 ADDRESS :

CITY :                      PROV:                      POSTAL CODE:

LAST SCREEN

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

**THIS IS EXHIBIT "G" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal stroke and a small loop.

---

*A Commissioner etc.*



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

|                       |                                          |
|-----------------------|------------------------------------------|
| Prepared for :        | Chaitons LLP (ADP) - Antoinette De Pinto |
| Reference :           | 85974                                    |
| Docket :              | 85974                                    |
| Search ID :           | 983064                                   |
| Date Processed :      | 7/19/2024 2:03:16 PM                     |
| Report Type :         | PPSA Electronic Response                 |
| Search Conducted on : | 1000736785 ONTARIO 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: 1000736785 ONTARIO LIMITED

FILE CURRENCY: July 18, 2024

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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.

**THIS IS EXHIBIT "H" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

Properties

|             |                                                                                                   |    |                 |            |
|-------------|---------------------------------------------------------------------------------------------------|----|-----------------|------------|
| PIN         | 58170 - 0498                                                                                      | LT | Interest/Estate | Fee Simple |
| Description | PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH |    |                 |            |
| Address     | 7110 4TH LINE<br>TOTTENHAM                                                                        |    |                 |            |

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

WOODINGTON ESTATES INC.

Address for Service

156 Capner Court  
Kleinberg Ontario L0J 1C0

I, Joseph Chetti, have the authority to bind the corporation.

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

Chargee(s)CapacityShare

|                     |                                                            |
|---------------------|------------------------------------------------------------|
| Name                | EISEN, MELVYN                                              |
| Address for Service | 70 Bond Street<br>Suite 200<br>Toronto, Ontario<br>M5B 1X3 |

Statements

Schedule: See Schedules

Provisions

|                          |                                                                |          |     |
|--------------------------|----------------------------------------------------------------|----------|-----|
| Principal                | \$11,500,000.00                                                | Currency | CDN |
| Calculation Period       | monthly                                                        |          |     |
| Balance Due Date         | 2020/03/01                                                     |          |     |
| Interest Rate            | 9%                                                             |          |     |
| Payments                 | \$86,250.00                                                    |          |     |
| Interest Adjustment Date | 2019 01 01                                                     |          |     |
| Payment Date             | the first day of the month                                     |          |     |
| First Payment Date       | 2019 02 01                                                     |          |     |
| Last Payment Date        | 2020 03 01                                                     |          |     |
| Standard Charge Terms    | 200033                                                         |          |     |
| Insurance Amount         | Full insurable value                                           |          |     |
| Guarantor                | Joseph Chetti and Elena Salvatore & WOODINGTON MANAGEMENT INC. |          |     |

Additional Provisions

This mortgage will be closed for the first 12 months and open thereafter.  
The first years' interest will be prepaid on closing.  
This mortgage will bear interest at the rate of 9% for the first 12 months, and the rate of 11% interest for the thirteenth month of the loan.

Signed By

Erin Elizabeth Tooke200-70 Bond St.  
Toronto  
M5B 1X3

acting for  
Chargor(s)

Signed2019 01 09

Tel416-367-0136

Fax416-366-3882

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

**Submitted By**

MELVYN D. EISEN200-70 Bond St.2019 01 11  
Toronto  
M5B 1X3

Tel        416-367-0136

Fax        416-366-3882

**Fees/Taxes/Payment**

Statutory Registration Fee\$64.40

Total Paid\$64.40

**Additional Property Identifier(s) and/or Other Information**

The terms contained in this Schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained this schedule shall, to the extent of the conflict, prevail. If the Standard Charge Terms refer to a Guarantors, the term "Guarantors" shall include any party named anywhere in the Charge as a guarantor or covenantor.

The Mortgagor hereby agrees to pay interest on the Principal Amount at the rate of nine (9%) percent per annum, for the first twelve (12) months and eleven (11%) percent per annum, for the thirteenth (13) month calculated and payable monthly, not in advance, both before and after maturity. Interest is payable on the 1st day of each and every month of the term, from and including the 1st day of February, 2019 to and including the 1st day of March, 2020. Payments received by the mortgagee after 1 : 00 pm must include interest to the next banking day.

This mortgage is closed for the first twelve (12) months and open thereafter.

The first twelve (12) months interest is prepaid on closing.

The Mortgagor agrees to pay the sum of Four Hundred Dollars (\$400.00) if any mortgage cheque is returned NSF. The Mortgagor agrees to deliver to the Mortgagee, a series of post-dated cheques on each anniversary date of the mortgage for the following year. This mortgage is not transferable to or assumable by any party without the prior consent of the Mortgagee in its sole discretion, which may be unreasonably withheld, failing which the Mortgagee may accelerate repayment of the entire principal.

**GUARANTORS' CLAUSE**

The Guarantors hereby agree to be bound by the terms and conditions of the Guarantee contained in the Standard Charge Terms filed as No. 200033, and furthermore, IN CONSIDERATION OF the premises and of the Mortgagee advancing any of the principal monies hereby secured to the Mortgagor on the terms and conditions hereinbefore set out, JOSEPH CHETTI and ELENA SALVATORE and WOODINGTON MANAGEMENT INC. (hereinafter called the Guarantors) do hereby absolutely and unconditionally guarantee to the Mortgagee and its successors and assigns the due and punctual payment by the Mortgagor of all principal monies, interest and other monies owing on the security of the Mortgage, and the Guarantors, for themselves, their respective heirs, executors and administrators, covenants with the Mortgagee that if the Mortgagor shall at any time make default in the punctual payment of any monies payable hereunder, the Guarantors will pay all such monies to the Mortgagee without any demand being required to be made.

Guarantors:

WOODINGTON MANAGEMENT INC.

Per:

Joseph Chetti

Per:

Elena Salvatore

We have authority to bind the Corporation

Joseph Chetti - personally

Elena Salvatore - personally

**Additional Property Identifier(s) and/or Other Information**

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Guarantors:

WOODINGTON MANAGEMENT INC.

Per:

Joseph Chetti

Per:

Elena Salvatore

We have authority to bind the Corporation

Joseph Chetti - personally

Elena Salvatore - personally

**THIS IS EXHIBIT "I" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

Properties

PIN

58170 - 0498    LT

Description

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH

Address

7110 4TH LINE  
TOTTENHAM

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name

WOODINGTON ESTATES INC.

Address for Service

156 Capner Court  
Kleinberg, Ontario  
L0J 1C0

I, Joseph Chetti and Elena Salvatore, have the authority to bind the corporation.

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

Party To(s)CapacityShare

Name

EISEN, MELVYN

Address for Service

70 Bond Street  
Suite 200  
Toronto, Ontario  
M5B 1X3

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SC1568887 registered on 2019/01/11 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Catherine Kirsty Strong

100 King Street West, Suite 1600  
Toronto  
M5X 1G5

acting for  
Applicant(s)

Signed

2019 01 11

Tel

416-862-7525

Fax

416-862-7661

I have the authority to sign and register the document on behalf of all parties to the document.

Catherine Kirsty Strong

100 King Street West, Suite 1600  
Toronto  
M5X 1G5

acting for  
Party To(s)

Signed

2019 01 11

Tel

416-862-7525

Fax

416-862-7661

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

Gowling WLG (Canada) LLP

100 King Street West, Suite 1600  
Toronto  
M5X 1G5

2019 01 11

Tel

416-862-7525

Fax

416-862-7661

Fees/Taxes/Payment

Statutory Registration Fee

\$64.40

Total Paid

\$64.40

**ASSIGNMENT OF RENTS**

**BETWEEN:**

**WOODINGTON ESTATES INC.**

(Hereinafter called the "Assignor")

OF THE FIRST PART;

-and-

**MELVYN EISEN, IN TRUST**

(Hereinafter called the "Assignee")

OF THE SECOND PART.

**WHEREAS** the Assignor/Chargor is the Owner of the property municipally known as 7110 4TH Line Tottenham, Ontario;

**AND WHEREAS** by a Charge of even date, registered as Instrument No. \_\_\_\_\_ the Assignor, as Chargor, did grant and charge the lands described unto the Assignee, as Chargee, to secure the payment of the principal sums and interest as set out therein;

**AND WHEREAS** the Chargor has agreed to assign all rents due to it unto the Chargee or Assignee in the event of the said charge being in default;

**KNOW ALL MEN BY THESE PRESENTS** that in consideration of the advance of the said mortgage funds paid to the Assignor by the Assignee and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignor hereby assigns to the Assignee all rents due from and to become due to the said Assignor in the said premises as Lessor from any Tenant resulting from any lease or leases of the said premises or any part thereof, until all monies due and payable under the said mortgage are fully paid and satisfied.

**WE HEREBY AUTHORIZE** the Assignee to collect the said rentals and to take such action at law or otherwise as may be necessary for the collection thereof, *PROVIDED THAT THE SAID CHARGE IS IN DEFAULT.*

**NOW THEREFORE THIS INDENTURE WITNESSETH THAT:**

1. The Assignor does hereby transfer, set over and assign unto the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to all present and future leases and subleases pertaining to all or any part of or space, including any existing or future licenses and agreements pursuant to which the Assignor are entitled to any revenue derived from any (the leases, subleases, licenses and agreements being hereinafter collectively referred to as the "Leases" together with the benefit of all covenants, agreements and provisions contained in the said Leases in favour of the Assignor and all rents and other sums reserved or payable thereunder, now due or hereafter to become due and owing (such rents, other sums and

revenues being hereinafter collectively referred to as the "Rents" as well as the benefit of all guarantees and indemnities contained therein or related thereto and grant and assign unto the Assignee the reversion to all such Leases, and on demand the Assignor will execute and deliver to the Assignee all such notices and other documents as may be requested in order to render such assignments effectual in law; provided however that nothing herein contained shall make the Assignee responsible for the collection of any Rents or for the performance of any covenants, terms or conditions contained in any such Lease and the Assignee shall not by virtue of these presents or the exercise of any rights or remedies hereunder be or be deemed to be a mortgagee in possession and if the Assignee shall receive any Rents, the Assignee shall be liable to account only for such Rents as actually come into its hands less reasonable collection charges and costs, including legal costs on a solicitor and client basis, in respect thereof.

2. At the request of the Assignee, the Assignor will execute and deliver to the Assignee a specific assignment (in form and substance acceptable to the Assignee) of the right, title and interest of the Assignor in, to and under any of the Leases and the Rents payable from time to time thereunder and, on demand, the Assignor will execute and deliver to the Assignee all such notices and other documents as may be requested in order to render such specific assignment effectual in law.
3. The Assignor nominate, constitute and appoint the Assignee to be their true and lawful attorney for and in their name but for the use and benefit of the Assignee to demand, recover and enforce payment of all of the Rents and for such purposes to institute such actions at law or in equity or take such proceedings by distress or otherwise as the Assignee shall from time to time deem fit and proper and for the purposes aforesaid or any of them to make, sign and execute any and all such directors, warrants of distress and other documents in the names of the Assignor and the Assignee, their respective successors and assigns, as the Assignee shall deem fit or proper and the cost of all such proceedings and other expenses are to be paid by the Assignor and shall be added to and form part of the Loan and shall interest at the rate set out in the Debenture. The Assignor hereby agree with the Assignee that this power of attorney shall be irrevocable so long as any monies remain owing to the Assignee under the Loan.
4. Provided, and it is hereby expressly agreed, that the Assignor and their successors and assigns shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor shall be in default under this Agreement or the Debenture or the Loan Commitment or any other document delivered pursuant to the Loan Commitment; but nothing herein contained shall permit or authorize the Assignor to collect the Rents prior to the date they are due and payable.
5. The Assignor represent, warrant and covenant that they have not and, except by and with the prior written consent of the Assignee, will not direct the payment of any Rents under the Leases to any third party.

6. The Assignor covenant and agree with the Assignee that without the written consent of the Assignee they will not accept or consent to the surrender of any of the Leases or take or consent to any action to amend, terminate or cancel any of the Leases or waive or release any rights or remedies of the Assignor thereunder or in respect thereof or accept, nor have they accepted, any prepaid Rents.
7. The Assignee agrees that upon payment in full of the Loan and the express release by the Assignee of the Assignor from the latter's obligations and liabilities under the Loan Commitment, the Assignee's interest hereunder shall, at the cost and expense of the Assignor, be released and reassigned to the Assignor.
8. The Assignees shall not be liable for or bound by any covenant of the Assignor under or in respect of the Leases unless the same is in writing and an express assumption thereof is executed by the Assignees.
9. The Assignor represent, warrant and covenant that except for Permitted Prior Mortgages they have not assigned, pledged, encumbered, transferred or set over any of the Leases, nor their rights thereunder, nor the Rents accruing therefrom, to any person other than the Assignee, whether by specific or general charge or assignment, nor have they performed any act or executed any other instrument which might prevent the Assignee from operating under or having the benefit of this Agreement.
10. The Assignor agree to execute such further assurances as may be required by the Assignee from time to time to perfect this Assignment and to enable the Assignee to exercise its rights hereunder.
11. This Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

Dated at Toronto, this                      day of January 2019.

WITNESS

CK Hong

Woodington Estates Inc.  
Per:   
\_\_\_\_\_  
Joseph Chetti - President  
  
\_\_\_\_\_  
Elena Salvatore -  
☒ I have authority to bind the  
Corporation.

**THIS IS EXHIBIT "J" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

**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. L.4 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 and 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 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.

Guarantee

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 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.
  - (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                      day of                      ,                      (year)

**THIS IS EXHIBIT "K" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

| Properties  |                                                                                                   |    |                 |            |
|-------------|---------------------------------------------------------------------------------------------------|----|-----------------|------------|
| PIN         | 58170 - 0498                                                                                      | LT | Interest/Estate | Fee Simple |
| Description | PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH |    |                 |            |
| Address     | 7110 4TH LINE<br>TOTTENHAM                                                                        |    |                 |            |

| 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                                                                                                                                                   | WOODINGTON ESTATES INC.                      |
| Address for Service                                                                                                                                    | 7110 4th Line<br>Tottenham Ontario<br>LOG1W0 |
| I, Joseph Chetti, 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                | GOLDY METALS HOLDINGS INC.                           |          |       |
| Address for Service | 31 Ava Crescent<br>Richmond Hill, Ontario<br>L4B 2X3 |          |       |

| Statements              |
|-------------------------|
| Schedule: See Schedules |

| Provisions               |                         |          |     |
|--------------------------|-------------------------|----------|-----|
| Principal                | \$5,500,000.00          | Currency | CDN |
| Calculation Period       | monthly, interest only  |          |     |
| Balance Due Date         | 2020/08/12              |          |     |
| Interest Rate            | 11%                     |          |     |
| Payments                 |                         |          |     |
| Interest Adjustment Date | 2019 08 12              |          |     |
| Payment Date             | 12th day of every month |          |     |
| First Payment Date       | 2019 09 12              |          |     |
| Last Payment Date        | 2020 08 12              |          |     |
| Standard Charge Terms    | 200033                  |          |     |
| Insurance Amount         | Full insurable value    |          |     |
| Guarantor                | Joseph Chetti           |          |     |

| Additional Provisions      |
|----------------------------|
| This is a Closed Mortgage. |

| Signed By                                                                           |              |                                       |                          |                        |
|-------------------------------------------------------------------------------------|--------------|---------------------------------------|--------------------------|------------------------|
| Hiten Dedhia                                                                        |              | 258 Wilson Ave.<br>Toronto<br>M3H 1S6 | acting for<br>Chargor(s) | Signed      2019 08 12 |
| Tel                                                                                 | 416-636-1949 |                                       |                          |                        |
| Fax                                                                                 | 416-636-3431 |                                       |                          |                        |
| I have the authority to sign and register the document on behalf of the Chargor(s). |              |                                       |                          |                        |

| Submitted By        |                                       |  |            |
|---------------------|---------------------------------------|--|------------|
| SCHWARTZ & SCHWARTZ | 258 Wilson Ave.<br>Toronto<br>M3H 1S6 |  | 2019 08 12 |
| Tel                 | 416-636-1949                          |  |            |

**Submitted By**

Fax        416-636-3431

**Fees/Taxes/Payment**

|                            |         |
|----------------------------|---------|
| Statutory Registration Fee | \$64.40 |
| Total Paid                 | \$64.40 |

**File Number**

Chargee Client File Number :                    19770-15

## ADDITIONAL PROVISIONS

### 1. Interest Only Charge

The full principal sum of **FIVE MILLION FIVE HUNDRED THOUSAND (\$5,500,000.00) DOLLARS** shall become due and be payable on the 12<sup>th</sup> day of August 2020, the Chargor, in the meantime until final payment of the principal money shall pay interest on unpaid principal at the rate of Eleven (11%) per annum, calculated monthly not in advance as well after as before maturity and both before and after default; The said payments shall become due and be payable on the Twelfth day of each month in the amount of **FIFTY THOUSAND FOUR HUNDRED AND SIXTEEN — 66/100 (\$50,416.67) DOLLARS** (for interest only); the first payment of such interest to be computed from the 12<sup>th</sup> day of August, 2019, upon the amount of principal outstanding to become due and payable on the 12<sup>th</sup> day of August, 2019.

It is acknowledged and agreed by the Chargor that interest from the date of advance to the maturity date shall be prepaid and such amount shall be deducted from the advance and paid to the Chargee.

### 2. Post-dated Cheques

To the extent interest has not been prepaid, the Chargor shall provide to the Chargee post-dated cheques for each year of the term of the charge. Each cheque is to be In the amount of the monthly instalment payable under the Charge.

### 3. Administration Fee

The Chargor agrees to pay to the Chargee an administration fee of \$350.00 plus harmonized sales tax ("HST") and all legal fees and disbursements and HST incurred by the Chargee for each occurrence of any of the following events:

- (i) late payment;
- (ii) cheque dishonoured for any reason;
- (iii) failure to provide satisfactory evidence that all realty taxes are up to date within thirty (30) days of receipt of written request for same;
- (iv) failure to provide proof of satisfactory insurance coverage within thirty (30) days of receipt of written request for same;
- (v) failure to provide post-dated cheques, when required with or without a demand being made;
- (vi) failure to notify the Chargee of registration of a lien;
- (vii) request for mortgage statement;
- (viii) request for discharge statement or notice of default letter;
- (ix) default under any other mortgage, charge or encumbrance;
- (x) each meeting required by the Chargor or the Chargee with the other because of an issue of a possible default or other matter that has arisen regarding the loan.

The Chargor also agrees to pay any applicable HST on a portion of the monthly payments that may be required relating to collection fees of the Chargee.

### 4. Due on Default

In the event of default under this Charge, which default is not corrected within five (5) days upon written notice of default from the Chargee to the Chargor, at the option of the Chargee, the full principal balance together with interest and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable. The Chargor acknowledges that should the mortgagee commence action due to default under the Charge, the Chargee shall be entitled to charge an additional fee equivalent to three (3) month's interest.

5. Due on Sale

The Chargor hereby agrees that in the event that the Property is sold, leased, conveyed, transferred or assigned without the Chargees' written consent, or if there is a change of control of the Mortgagor, the Chargee shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Chargee immediately due and payable.

6. Subsequent Encumbrances

The Chargor may place a subsequent mortgage on the charged property without the Chargees' written consent but on written notice and full particulars of the subsequent mortgage being registered. Provided that any such subsequent mortgagee postpones its security to the security of the Chargee and all advances thereunder the Chargee is satisfied that the Chargor has the ability to service the debt under the First Mortgage and any such subsequent mortgage; and that it is agreed that the default under any subsequent mortgage security shall at the option of Gold be deemed to be default under its First Mortgage and related security.

7. Default of Prior Encumbrances

If at any time or from time to time any default or breach of covenant occurs under any encumbrance registered against the charged property and which encumbrance has priority over the within charge, it shall constitute default under the loan and the Chargee may pay all monies and take appropriate action to cure any default or breach under any encumbrance; or alternatively, may commence power of sale proceedings and/or other proceedings of default without making payment to the other encumbrancer.

8. Costs

The Borrower covenants and agrees to pay all property tax, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind. The failure of the Borrower to comply with this covenant shall constitute an event of default hereunder if not remedied within 10 days and entitle the Chargee at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargees' sole and absolute discretion, the Chargor agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged lands and the amount so paid together with all costs associated therewith shall be a charge on the charged property and shall bear interest at ten (10%) percent per annum, calculated and compounded monthly and shall be payable forthwith by the Chargor to the Chargee, and in default of payment, the entire principal sum, accrued interest and costs shall become payable at the sole and absolute discretion of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge of charge or assignment of charge unregistered until paid.

All reasonable costs, fees, charges, expenses and amounts paid by the Chargee to cure any default or breach of any such prior encumbrance, shall be a charge on the charged property and secured under this Charge and shall be recoverable by the Chargee in the same manner as any default or breach of covenant in the Charge.

9. Final Payment and Discharge

The Chargor covenants and agrees that payment at maturity, or earlier if notice to prepay is delivered, of the Charge shall be by certified cheque, bank draft or money order. At the time of payment in full of the principal sum and all other amounts hereby provided, a discharge of the Charge and other security including any required reassignments shall be delivered by the Chargee at the cost and expense of the Chargor and such solicitor's fees shall not include attendance outside the office in order to deliver the said discharge or the attendance on a closing or registration of and the cost of registration of the said discharge.

10. Warranty - Urea Formaldehyde Foam Insulation (UFFI) and Environmental

The Chargor covenants that to the best of its knowledge, the charged property has never had "urea formaldehyde foam" insulation installed, asbestos, PCBs waste, radioactive material, noxious substances,

or any contaminant as defined in the Environmental Protection Act and that the charged property is and will be environmentally sound and there are no and will be no restrictions which would economically adversely affect any buildings on the charged property.

11. Receiver

In the event of default by the Chargor, the Chargee in addition to any other rights which it may have, shall be entitled to appoint a receiver manager or receiver, either privately or court appointed to manage the charged property and to do all things necessary as an owner would be entitled to do to sell the Property. The Chargor agrees that it shall not oppose any such appointments.

12. Farm Debt Mediation Act

The Mortgagor represents and warrants that it is not a “farmer” as defined in the Farm Debt Mediation Act. The Mortgagor further covenants and agrees that during the currency of the security to be granted, it will not engage in any activity which would have the effect of deeming it a farmer within the meaning of the Farm Debt Mediation Act. In the event that the Mortgagor fails to comply with the within provision, the Charge to be executed shall, at the Mortgagees’ option, immediately become due and payable in full, together with three (3) months’ interest thereon.

13. Receipt of Funds

Any payment received after 2:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturdays, Sundays, and Provincial and Federal Holidays shall be deemed to be nonbusiness Bank Days.

14. Possession

In the event of default under the Charge by the Chargor and the Chargee obtains possession of the charged property and it determines, in its sole discretion, that the charged property requires work and/or improvements in order to market the Property, then the Chargee shall have the right, at its, sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Chargee and its agents and all expenses incidental thereto shall be added to the loan amount, together with a management fee of fifteen (15%) percent of the costs of the work and improvements completed by the Chargee. All costs and expenses, as well as the said management fee, shall bear interest at the rate as herein provided for and shall form part of the loan secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to the collection of the Charge principal and interest hereunder or at law.

15. Conflict

For greater certainty, the terms of the Commitment, as may be amended, shall be deemed to be incorporated herein; and in the event of any conflict between the terms hereof and the Commitment, the Chargee shall have the sole discretion to decide which term or provision in conflict shall govern and prevail.

16. Assignment of Rents

The Chargor hereby further agrees with the Chargee as follows:

(i) The Chargor hereby assigns and sets over to the Chargee all rents payable from time to time under all leases of the charged Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Chargee;

(ii) Forthwith after making any lease of the charged lands or any part thereof the Chargor will execute and deliver to the Chargee an assignment in registerable form, in form satisfactory to the Chargee, of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law;

(iii) Nothing herein contained shall make the Chargee responsible for the collection of rents payable under any lease of the charged lands or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;

(iv) The Charges shall not by virtue of these presents be deemed a mortgagee in possession of the charged lands;

(v) The Chargee shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of this Charge;

(vi) Notwithstanding anything herein contained, no lease of the charged Property or any part thereof made by the Chargor without the consent in writing of the Chargee shall have priority over this Charge; and

(vii) The Chargee shall not exercise any rights in connection with the assignment of rents unless there has been default under the terms of this Charge and until an event of default occurs, the Chargee shall be entitled to collect all rents and exercise all rights under any lease.

17. The Chargee shall consider executing favorably upon the prior written consent of the Chargor, and without the Chargee incurring any expense whatsoever, and with the Chargor agreeing to pay all of the reasonable out of pocket costs and expenses incurred by the Chargee, all reasonable plans and other reasonable material necessary to enable the Chargor to develop the lands and will otherwise consider favourably giving such consents, releases, partial discharges, postponements or assurances as the Chargor may reasonably request in the development but on the understanding that it will be deemed not to be unreasonable for Gold to withhold its consent in the event that any of the foregoing could, in the absolute discretion of Gold, materially and adversely impact upon the fair market value of the Property and/or diminish its security. Without limiting the generality of the foregoing, and subject to the foregoing, Gold covenants and agrees that the foregoing will be applicable to the following situation, namely:

(a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Chargee; provided the Chargee will not incur any expense currently or in the future with respect to such items and all its costs are reimbursed as noted above;

(b) The Chargee's consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System or required to register any Plan of Subdivision, Plan of Condominium or Reference Plan of the lands or any part thereof; provided Gold will not incur any expenses whatsoever presently or in the future in connection therewith, and all of its costs are reimbursed as noted above;

(c) To execute a postponement of the Charge with respect to any easement required to be granted by the Chargor for any utility or public purpose; and

(d) To grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any or all of the said lands that are to be conveyed by the Chargor to any Municipality or to the Province of Ontario so long as the same does not, in the discretion of the Chargee, diminish the fair market value of the remaining lands and does not result in any lands being landlocked; or to any conservation authority or water resources commission or to any public or private utility, including, without limitation, Municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose, provided that any monies paid to the Chargor will be paid down on account of the Mortgage; and provided all of the Chargees' legal expenses and disbursements and all out of pocket costs are paid for by the Chargor; and provided further, that the Chargee shall not be required to undertake or assign any financial or other obligation.

18. The Chargee shall grant a partial discharge for any lands required for a school site, park, recreational or other public area by any authority having jurisdiction, subject to Gold receiving payment on account thereof in an amount equal to the fair market value of the lands to be partially discharged; and provided the same does not result in any other lands being landlocked.

19. The Chargor, its agents, employees or contractors, may conduct building operations upon the lands including, without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, Installation of services and all acts incidental to the development of the lands at any time and from time to time and without payment and without such acts being deemed acts of waste.

20. The Charge is closed for prepayment or repayment from the Interest Adjustment Date to the Maturity Date.

**THIS IS EXHIBIT "L" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal stroke and a loop.

---

*A Commissioner etc.*

Properties

PIN

58170 - 0498    LT

Description

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH

Address

7110 4TH LINE  
TOTTENHAM

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name

WOODINGTON ESTATES INC.

Address for Service

7110 4th Line  
Tottenham Ontario  
LOG 1W0

I, Joseph Chetti, 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

GOLDY METALS HOLDINGS INC.

Address for Service

31 Ava Crescent  
Richmond Hill, Ontario  
L4B 2X3

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, SC1615589 registered on 2019/08/12 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Hiten Dedhia

258 Wilson Ave.  
Toronto  
M3H 1S6

acting for  
Applicant(s)

Signed

2019 08 12

Tel

416-636-1949

Fax

416-636-3431

I have the authority to sign and register the document on behalf of all parties to the document.

Hiten Dedhia

258 Wilson Ave.  
Toronto  
M3H 1S6

acting for  
Party To(s)

Signed

2019 08 12

Tel

416-636-1949

Fax

416-636-3431

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

SCHWARTZ & SCHWARTZ

258 Wilson Ave.  
Toronto  
M3H 1S6

2019 08 12

Tel

416-636-1949

Fax

416-636-3431

Fees/Taxes/Payment

Statutory Registration Fee

\$64.40

Total Paid

\$64.40

File Number

Party To Client File Number :

19770-15

## GENERAL ASSIGNMENT OF LEASES AND RENTS

TO: **GOLDY METALS HOLDINGS INC.**

AND TO: **SCHWARTZ & SCHWARTZ PROFESSIONAL CORPORATION**

RE: Goldy Metals Holdings Inc. (the “**Lender**” or “**Chargee**”) mortgage loan (the “**Loan**”) to Woodington Estates Inc. (the “**Borrower**”), secured by inter alia by a Charge in second position on 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Property**”), and guaranteed by Joseph Chetti (the “**Guarantor**”), all in accordance with a commitment letter dated July 24, 2019 (the “**Commitment Letter**”).

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### 1. RECITALS

#### 1.1 Description of Mortgage

By a certain mortgage (the "Mortgage") securing the sum of **FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00)** (the "Loan") made by the Mortgagor of the lands and premises herein to the Mortgagees concurrent herewith and affecting the Mortgaged Premises, the Mortgagor has covenanted to repay the Loan together with interest thereon at the rate, in the manner and amounts and at the times specified in the Mortgage, and to perform the terms, covenants and provisions contained in the Mortgage.

### 2. GRANTING CLAUSES

#### 2.1 Assignment to Mortgagee

To secure the payment of the Mortgage and to assure performance of the agreements contained herein and in the Mortgage subject to section 4.2 hereof, Mortgagor assigns to Mortgagee, Mortgagor's right, title and interest in:

(a) All oral and written leases, offers to lease with, or other agreements for use or occupancy made to or agreed to by any person or entity (including without limitation of the foregoing, Mortgagor and Mortgagee under the powers granted herein), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Premises, whether such leases or other agreements have heretofore been made or as are in the future made or agreed to (such leases, offers to lease and other use or occupancy agreements being referred to as the "Leases");

(b) The rents, issues and profits (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premises;

(c) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Mortgagor as lessor under the Leases, including without limitation the following:

(i) The immediate and continuing right to receive and collect all Rents, income, revenues, insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as Rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) The right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Mortgagor, as lessor, is or may become entitled to under the Leases;

(vi) The right to exercise any option; and

(d) Any and all guarantees (the "Guarantees") of any of the Leases, and the rights, powers, privileges and other benefits of the Mortgagor under the Guarantees; and Mortgagor authorizes Mortgagee in the event of Mortgagor's Default hereunder:

(e) To let and relet the Mortgaged Premises, or any part thereof according to Mortgagee's own discretion; and

(f) To enforce or take any other action in connection with the Leases in the name of either or both of Mortgagee or Mortgagor;

### 3. COVENANTS, REPRESENTATIONS AND WARRANTIES

#### 3.1 Power Coupled with Interest

This Assignment of Leases and Rents confers upon Mortgagee a power coupled with an interest and cannot be revoked by the Mortgagor.

#### 3.2 Title

The Mortgagor warrants that during the term of the Mortgage the Mortgagor will be the sole registered owner of the entire lessor's interest in said Leases and will have full right to assign such Leases and the Rents due or to become due thereunder; that there will be no previous assignments thereof; that said Leases will be valid and enforceable and will not have been altered, modified or amended in any manner whatsoever; that to the knowledge of the Mortgagor the lessees are not in default under any of the terms, covenants or conditions thereof and that such lessees will have no defenses, setoffs or counterclaims against the lessor; that no rent reserved in said Leases will have been assigned in priority to this assignment and that no rent for any period subsequent to the date of this assignment will have been collected in advance of the time when the said rent became payable under the terms of the said Leases, save and except for prepaid rent which shall not exceed one month.

#### 3.3 Management

The Mortgagor covenants to observe and perform all the obligations imposed upon the lessor under said Leases and not to do or permit to be done anything to impair the security thereof; to cause the Mortgaged Premises to be maintained and managed in accordance with sound business practices; not to collect any of the rent, income and profits arising or accruing under the said Leases or from the Mortgaged Premises in advance of the time when the same shall become due, save and except for prepaid rent which shall not exceed one month plus any security deposit and/or last month's rent; not to execute any other assignment of lessor's interest in said Leases or assignments of the rents arising or accruing from said Leases or from the Mortgaged Premises in priority or pari passu to this Assignment of Rents and Leases; not to subordinate said Leases to any mortgage or such other encumbrance or permit, consent or agree to such subordination in priority or pari passu to executed security in favour of the Mortgagee, not to alter, modify, amend, change or default under the terms of said Leases or give any consent, concession or waiver or exercise any option of the lessor permitted by such terms or cancel or terminate said Leases or accept the surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, promptly or remotely a merger of the estates and rights of, or a termination or elimination of the obligations of lessees thereunder in priority or pari passu to executed security in favour of the Mortgagee without notice to and the consent of the Mortgagee (such consent not to be unreasonably withheld or delayed); only upon the written request of Mortgagee, to exercise any option of the lessor permitted by the terms of said Leases; not to waive, alter, modify or change the terms of any Guarantees of said Leases or cancel or terminate such Guarantees, not to consent to any assignment of or subletting under said Leases in priority or pari passu to executed security in favour of the Mortgagee, except to the extent that any such lease provides that the consent of the lessor shall not be unreasonably withheld; at the Mortgagee's request, to execute and deliver all such further assurances and assignments as the Mortgagee shall from time to time reasonably require; to cause prompt action, including legal proceedings for enforcement of any of the Leases and all other remedies available to lessor thereunder, to be commenced against any delinquent lessee as soon as reasonably necessary to protect such lessor's interest.

#### 3.4 Notice of Lessor's Default

Mortgagor shall cause notice to be given to Mortgagee of any default by the lessor known to the lessor under any of the Leases promptly upon the occurrence of such default, but in all events in sufficient time to afford to Mortgagee an opportunity to cure any such default prior to the lessee under the subject lease having any right to terminate the lease by reason of such default.

#### 3.5 Mortgagee to be Creditor of Lessee

Mortgagee shall be and be deemed to be the creditor of each lessee in the Leases in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such lessee (without obligation on the part of the Mortgagee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) and Mortgagor hereby assigns to Mortgagee any such money or award and any and all payments made or payable by lessees in lieu of rent with option to Mortgagee to apply any such money or award or payments received by Mortgagee in reduction of the indebtedness secured by or to be paid under the Mortgage. Mortgagor hereby appoints Mortgagee as its irrevocable attorney in fact to appear in any

action and/or collect any such money, award or payment.

#### 4. DEFAULTS AND REMEDIES

##### 4.1 Defaults

Each of the following shall constitute a default ("Default") under this Agreement of Leases and Rents:

(a) The untruth of any representation or warranty made by the Mortgagor herein, the failure by the Mortgagor to perform in a full and timely manner any of Mortgagor's obligations of whatever nature under this Assignment of Leases and Rents or the Mortgage or the breach of any of the Mortgagor's covenants contained in this Assignment of Leases and Rents;

(b) The default by Mortgagor under any of the Leases and such default is not cured within the time permitted in the Lease for so doing.

##### 4.2 Exercise of the Assignment of Leases and Rents

(a) Until Default shall have been made in payment of any sum as provided in the Mortgage or until the breach of any covenant, representation or agreement contained in the Mortgage, the Mortgagor shall be entitled to receive all Rents and other amounts payable under the Leases and Guarantees;

(b) In the event of Default then in addition to the rights hereby assigned to the Mortgagee the Mortgagee may collect the Rents and/or manage the Mortgaged Premises without regard to the adequacy of the security and without waiving such Default;

(c) In the event Mortgagee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to the Mortgagor such rights, this Assignment of Leases and Rents shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Mortgage is paid in full, it being the intent of the parties that Mortgagee shall, from time to time upon the occurrence of any Default under this Assignment of Leases and Rents and/or the Mortgage, have all the rights granted hereby.

##### 4.3 Nature of Remedies

No delay or omission on the part of Mortgagee in the exercise of any remedy for a Default shall operate as a waiver hereof. The remedies available to Mortgagee under this Assignment of Leases and Rents shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Mortgage.

The said remedies shall be cumulative and concurrent and not alternative, may be pursued separately, successively or together against the Mortgagor, against the Mortgaged Premises or any of them at sole discretion of Mortgagee and may be exercised as often as occasion therefrom shall arise.

##### 4.4 Application of Rents

Mortgagee shall have the power to apply the Rents, in such order as Mortgagee may determine, to the payment of the indebtedness under the Mortgage and also toward the payment of any and all sums, monies, costs, charges and expenses incurred by Mortgagee in exercise of any of its rights under the Mortgage and all reasonable expenses for the care and management of the Mortgaged Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents and servants, which expenses may be reasonably necessary to exercise the powers granted to the Mortgagee hereunder. The receipt by Mortgagee of any Rents pursuant to this Assignment after a Default hereunder and the exercise of any remedies provided for in the Mortgage or hereunder shall not cure such Default or affect or prejudice the exercise of such remedies.

##### 4.5 Limitation of Mortgagee's Obligations

Mortgagee's obligations as to any Rents actually collected shall be discharged by application of such Rents for any of the purposes described in this Assignment of Leases and Rents. Mortgagee shall not be liable for uncollected rents or for any claim for damages or set off arising out of the Mortgagee's management of the Mortgaged Premises. Mortgagee shall not be liable to any lessee for the return of any security deposit made under any lease of any portion of the Mortgaged Premises unless Mortgagee shall have received such security deposit from the lessor or such lessee. Mortgagee shall not by reason of this Assignment of Leases and Rents or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Mortgagee be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Premises or any part thereof.

#### 4.6 Reimbursement

Mortgagor shall reimburse, indemnify and hold harmless Mortgagee for and from any and all expenses, losses, damages and liabilities which Mortgagee may reasonably incur by reason of this Assignment, any of the Leases or expenses, losses, damages and liabilities incurred in exercising any of the rights granted in this Assignment.

#### 4.7 Authorization to Lessees

Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Mortgagee upon the occurrence of an event of default under the Mortgage and written demand from Mortgagee stating that a Default has occurred under this Assignment of Leases and Rents or the Mortgage without inquiry as to whether any such Default has occurred or whether Mortgagee is rightfully entitled to such rent.

#### 4.8 Discharge

At the time of delivery of a discharge of the Mortgage the Mortgagee shall also deliver a release and reconveyance of this Assignment of Leases and Rents to the Mortgagor.

### 5. MISCELLANEOUS

#### 5.1 Successors and Assigns

This Assignment of Leases and Rents shall enure to the benefit of and be binding upon the successors and assigns of the Mortgagor and Mortgagee and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgaged Premises.

#### 5.2 No Merger Notwithstanding the conveyance or transfer of title to any or all of the

Mortgaged Premises to any lessee under any of the Leases, the lessee's leasehold estate under such lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

#### 5.3 Notices

Whenever Mortgagee or Mortgagor desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

##### Mortgagee:

##### **Goldy Metals Holdings Inc. & David Gold**

31 Ava Crescent  
Richmond Hill, Ontario  
L4B 2X3  
**Attention: Ken Gold**

And a copy to:

##### **Schwartz & Schwartz PC**

258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6

**Attention: Jeffrey Schwartz**

##### Mortgagor:

##### **Woodington Estates Inc.**

7110 4th Line,  
Tottenham, Ontario  
**Attention: Joseph Chetti**

And a copy to:

**Sheppard Brown Law**

488 Huron Street  
Toronto, Ontario  
M5R 2R3

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or two business days after it is deposited in the mail.

**5.4 Governing Law**

This Assignment of Leases and Rents shall be governed by and construed in accordance with the law of the Province of Ontario.

**5.5 Severability**

If any term or provision contained in this Assignment of Leases and Rents or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment of Leases and Rent or the application of such term or provision to persons or circumstances other than those to which it is held involved or unenforceable, shall not be affected thereby and each term and provision of this Assignment of Leases and Rents shall be valid and enforceable to the fullest extent permitted by law.

**5.6 Captions**

The captions preceding the text of the paragraphs or subparagraphs of this Assignment of Leases and Rents are inserted only for convenience of reference and shall not constitute a part of this Assignment of Leases and Rents, nor shall they in any way affect its meaning, construction or effect.

**5.7 Parties**

If there is more than one person or entity Mortgagor or Mortgagee herein, the word “Mortgagor” or “Mortgagee” shall be read as being plural and the masculine shall, when appropriate, include the feminine gender.

**5.8 Time of the Essence**

Time shall be of the essence in this Assignment in all respects.

**5.9 Electronic Registration**

The Mortgagor has duly executed an Acknowledgement and Direction and by such execution agrees to be bound by this Agreement and authorizes the electronic registration of this Schedule and the document to which it is annexed.

DATED at Toronto the \_\_\_\_\_ day of August, 2019.

**WOODINGTON ESTATES INC.**

\_\_\_\_\_  
Name: **Joseph Chetti**

Title: President

I have authority to bind the corporation.

**THIS IS EXHIBIT "M" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal line and a small loop.

---

*A Commissioner etc.*

| Properties  |                                                                                                   |    |                 |            |
|-------------|---------------------------------------------------------------------------------------------------|----|-----------------|------------|
| PIN         | 58170 - 0498                                                                                      | LT | Interest/Estate | Fee Simple |
| Description | PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH |    |                 |            |
| Address     | 7110 4TH LINE<br>TOTTENHAM                                                                        |    |                 |            |

| 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                                                                                                                                                   | WOODINGTON ESTATES INC.                              |
| Address for Service                                                                                                                                    | c/o 156 Capner Court<br>Kleinburg Ontario<br>LOC 1J0 |
| A person or persons with authority to bind the corporation has/have consented to the registration of this document.                                    |                                                      |
| This document is not authorized under Power of Attorney by this party.                                                                                 |                                                      |

| Chargee(s)          |                                                               | Capacity | Share |
|---------------------|---------------------------------------------------------------|----------|-------|
| Name                | EISEN, MELVYN                                                 |          |       |
| Address for Service | 70 Bond Street<br>Suite 200<br>Toronto Ontario<br>M5B 1X3     |          |       |
| Name                | WINDSOR II LIMITED PARTNERSHIP                                |          |       |
| Address for Service | 28 Hazelton Avenue<br>Suite 200<br>Toronto Ontario<br>M5R 2E2 |          |       |

| Provisions               |                      |          |     |
|--------------------------|----------------------|----------|-----|
| Principal                | \$5,000,000.00       | Currency | CDN |
| Calculation Period       | Monthly              |          |     |
| Balance Due Date         | 2023/08/01           |          |     |
| Interest Rate            | 10%                  |          |     |
| Payments                 |                      |          |     |
| Interest Adjustment Date |                      |          |     |
| Payment Date             |                      |          |     |
| First Payment Date       |                      |          |     |
| Last Payment Date        |                      |          |     |
| Standard Charge Terms    | 200033               |          |     |
| Insurance Amount         | Full insurable value |          |     |
| Guarantor                | Joseph Chetti        |          |     |

| Additional Provisions                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| This is a collateral mortgage to a mortgage being registered on PIN 03349-0125 (11720 HWY 27 Vaughan) in favour of Melvyn Eisen securing the sum of \$25,000,000.00. |  |
| When the discharge for the source mortgage is registered on PIN 03349-0125, it will also delete this mortgage.                                                       |  |

| Signed By                                                                           |                                       |                          |        |            |
|-------------------------------------------------------------------------------------|---------------------------------------|--------------------------|--------|------------|
| Melvyn David Eisen                                                                  | 200-70 Bond St.<br>Toronto<br>M5B 1X3 | acting for<br>Chargor(s) | Signed | 2022 07 21 |
| Tel                                                                                 | 416-367-0136                          |                          |        |            |
| Fax                                                                                 | 416-366-3882                          |                          |        |            |
| I have the authority to sign and register the document on behalf of the Chargor(s). |                                       |                          |        |            |

**Submitted By**

MELVYN D. EISEN200-70 Bond St.2022 07 21  
Toronto  
M5B 1X3

Tel        416-367-0136

Fax        416-366-3882

**Fees/Taxes/Payment**

Statutory Registration Fee\$66.30

Total Paid\$66.30

**THIS IS EXHIBIT "N" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

Properties

PIN

58170 - 0498    LT

Description

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH

Address

7110 4TH LINE  
TOTTENHAM

Party From(s)

Name

THE CORPORATION OF THE TOWN OF NEW TECUMSETH

Address for Service

10 Wellington St. East  
Alliston ON   L9R 1A1

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

This document is being authorized by a municipal corporation Alison Gallant, CPA, CMA, Director, Financial Services/Treasurer.

Statements

Schedule: Tax Arrears Certificate, Municipal Act, 2001

On February 14, 2024, Alison Gallant, CPA, CMA, the Director, Financial Services/Treasurer of The Corporation of the Town of New Tecumseth hereby verifies that all or part of tax arrears in the amount of \$134,458.19 were owing on the 31st day of December, 2023 and at least part of such amount plus any additional real property taxes and costs are still owing to the municipality or board named above and that the land described in this certificate will be sold by public sale if the cancellation price is not paid within one-year following the date of the registration of the certificate.

Notice:

A.that the time period for paying the cancellation price may be extended if, before the expiry of the one-year period, the municipality or board enters into an extension agreement with any owner of the land, the spouse of any owner, any mortgagee, any tenant in occupation of the land or any person the treasurer is satisfied has an interest in the land.

B.that the cancellation price will be calculated as of the date that the amount of the tax arrears are paid to the municipality or board and may be higher than the amount set out in this certificate.

C.if there is no successful purchaser at the public sale, the land, upon registration of a notice of vesting, will vest in the municipality or board.

D.any inquiries relating to this matter may be directed to the municipality or board at the address shown above.

Signed By

Theresa Annette Piechatzek

350 Davis Drive, PO Box 95501  
Newmarket  
L3Y 8J8

acting for  
Party From(s)

Signed    2024 02 16

Tel

Fax        905-853-5885

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

Submitted By

REALTAX INC.

350 Davis Drive, PO Box 95501  
Newmarket  
L3Y 8J8

2024 02 16

Tel

Fax        905-853-5885

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Total Paid

\$69.95

File Number

Party From Client File Number :

43 24 040 001 17100 0000 SONT23-31

**THIS IS EXHIBIT "O" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'E' with a loop and a horizontal stroke extending to the right.

---

*A Commissioner etc.*

Properties

PIN

58170 - 0498    LT

Description

PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH

Address

7110 4TH LINE  
TOTTENHAM

Consideration

Consideration

\$1,538,083.74

Claimant(s)

Name

SILVIO CONSTRUCTION CO. LTD.

Address for Service

c/o BIANCHI PRESTA LLP  
9100 Jane Street  
3rd Floor, Building A  
Vaughan, Ontario  
L4K 0A4  
Lawyer: Domenic C.S. Presta

I, DOMENIC LOMBARDI, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Statements

Name and Address   of Owner WOODINGTON ESTATES INC., 7110 4th Line (Mill Street), Tottenham, Ontario L0G 1W0-- Name and address of   person to whom lien claimant supplied services or materials WOODINGTON LAKES GOLF CLUB and WOODINGTON ESTATES INC., 7110 4th Line (Mill Street), Tottenham, Ontario L0G 1W0-- Time within which services or materials were supplied from 2022/04/04 to 2024/05/10 Short description of services or materials that have been supplied To supply of landscaping and parking lot reconstruction-- Contract price or subcontract price \$1,500,000.00 plus extras-- Amount claimed as owing in respect of services or materials that have been supplied \$1,538,083.74 plus costs, interest & HST.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Joanne Caravaggio

9100 Jane St., 3rd Floor,  
Building A  
Vaughan  
L4K 0A4

acting for  
Applicant(s)

Signed    2024 07 08

Tel

905-738-1078

Fax

905-738-0528

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

Submitted By

BIANCHI PRESTA LLP

9100 Jane St., 3rd Floor, Building A  
Vaughan  
L4K 0A4

2024 07 08

Tel

905-738-1078

Fax

905-738-0528

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Total Paid

\$69.95

**THIS IS EXHIBIT "P" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'E' followed by a horizontal line and a small loop.

---

*A Commissioner etc.*

# TAX CERTIFICATE



24 Tupper Street West  
Alliston On L9R 1H2  
(705) 435-3900  
propertytaxes@newtecumseth.ca

Roll Number: 040-001-17100-0000

Certificate #: 5209

## Requested By

CHAITONS LLP  
5000 YONGE ST.  
10TH FLOOR  
TORONTO ON M2N 7E9

## Assessed Owners

WOODINGTON ESTATES INC

ATT: WOODINGTON LAKE GOLF CLUB  
7110 4TH LINE  
TOTTENHAM ON L0G1W0

## Municipal Address

7029 4TH LINE

## Property Description

CON 4 PT LOTS 1 2 & 3 RP  
51R2385 PARTS 1 TO 3 RP  
51R2531 PART 16 51R9747 PT 1  
51R13112 PT 2

## Current Year Instalment Breakdown

| Interim                | Final                  |
|------------------------|------------------------|
| 2024-02-29 \$10,146.76 | 2024-08-30 \$11,596.65 |
| 2024-04-30 \$10,146.00 | 2024-10-31 \$11,596.00 |

## Previous Year Taxes Levied

2023 \$43,426.79

## Water/Sewer Balance

\$0.00

## Statement of Current Taxes for 2024

| Taxes Levied to Date | Special Charges | Penalty    | Current Owing |
|----------------------|-----------------|------------|---------------|
| \$42,800.78          | \$684.63        | \$1,164.24 | \$47,122.45   |

## Statement of Tax Arrears

| Year         | Taxes       | Interest    | Outstanding |
|--------------|-------------|-------------|-------------|
| 2023         | \$44,292.34 | \$7,039.65  | \$51,331.99 |
| 2022         | \$40,195.55 | \$12,526.04 | \$52,721.59 |
| 2021 & prior | \$29,392.41 | \$11,027.58 | \$40,419.99 |

Total Taxes Owing and Billed at Date of Certification: **\$191,596.02**

*Penalty at a rate of 1.25% of unpaid taxes will be added on the 1st day of the month following default and on the 1st day of each calendar month thereafter.*

## Special Charges Breakdown

| Code | Description          | Amount   | Expires                  |
|------|----------------------|----------|--------------------------|
| BI   | BUSINESS IMPROVEMENT | \$684.63 | 2025<br>0<br>0<br>0<br>0 |

**Comments:** TAX ARREARS CERTIFICATE  
HAS BEEN REGISTERED AGAINST  
THIS PROPERTY.

I hereby certify that, subject to the following qualifications, this statement shows:

1. All arrears of taxes returned to this office and due against the property described herein.
2. The current amount of taxes levied to date on the real property described herein and the amount of current year's and prior year's taxes owing as at the date of certification.
3. That no part of the lands described herein have been sold for taxes and no certificate of tax arrears has been registered against said lands unless specifically identified.

Certified as at: 2024-07-10

*Emily Wood*  
Revenue Specialist

## Qualifications

1. The total taxes shown may include additions to the Tax Collector's roll as authorized by provincial legislation.
2. The information on this certificate is based on cheques tendered but not necessarily honoured by the institution upon which they were drawn, and may not reflect payment made in the last 2 days.

**THIS IS EXHIBIT "Q" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'E' followed by a horizontal stroke.

---

*A Commissioner etc.*



## PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP - Lynda Christodoulou  
Reference : 85974  
Search ID : 981100  
Date Processed : 7/5/2024 12:58:20 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : WOODINGTON ESTATES INC.  
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: WOODINGTON ESTATES INC.

FILE CURRENCY: July 4, 2024

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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.

**THIS IS EXHIBIT "R" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

TO: the parties shown on Schedule "A"

**NOTICE OF SALE UNDER MORTGAGE**

TAKE NOTICE that default has been made in payment of moneys due under a certain mortgage registered on the 12<sup>th</sup> day of August, 2019, in the Land Registry Office for the Land Titles Division of Simcoe County (51), as Instrument No. SC1615589

**BETWEEN :**

**WOODINGTON ESTATES INC.**

MORTGAGOR

and

**JOSEPH CHETTI**

GUARANTOR

and

**GOLDY METALS HOLDINGS INC.**

MORTGAGEE

on the security of those lands and premises described as PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629 TECUMSETH; S/T RO318906; NEW TECUMSETH being all of PIN # 58170-0498 (LT)

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, taxes, insurance premiums, common expenses, prior mortgage arrears and costs, respectively, are made up as follows:

|                                                                                              |                              |
|----------------------------------------------------------------------------------------------|------------------------------|
| Principal                                                                                    | \$5,500,000.00               |
| Interest from June 12, 2023 to August 9 <sup>th</sup> 2023                                   | \$97,794.52                  |
| Late Payment Fee                                                                             | \$350.00                     |
| Bankruptcy & Insolvency Notice                                                               | \$565.00                     |
| Costs (such costs being for the preparation and service of this notice and inclusive of HST) | \$2,942.57                   |
| <b>TOTAL</b>                                                                                 | <b><u>\$5,601,652.09</u></b> |

AND unless the said sums are paid on or before the 18<sup>th</sup> day of September, 2023, we shall sell the property covered by the said mortgage under the provisions contained in it.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED AT Toronto the 9<sup>th</sup> day of August, 2023.

**GOLDY METALS HOLDINGS INC.**  
**by their Solicitors**  
**SCHWARTZ & SCHWARTZ**  
Professional Corporation  
258 Wilson Avenue  
Toronto, Ontario  
M3H 1S6

Per:   
Jeffrey Joel Schwartz

Schedule "A"

|         |                                                                                                         |
|---------|---------------------------------------------------------------------------------------------------------|
| TO:     | <b>WOODINGTON ESTATES INC.</b><br>156 Capner Court<br>Kleinberg, Ontario<br>L0J 1C0                     |
| AND TO: | <b>WOODINGTON ESTATES INC.</b><br>7110 4 <sup>th</sup> Line<br>Tottenham, Ontario<br>L0G 1W0            |
| AND TO: | <b>JOSEPH CHETTI</b><br>156 Capner Court<br>Kleinberg, Ontario<br>L0J 1C0                               |
| AND TO: | <b>MELVYN EISEN</b><br>70 Bond Street<br>Suite 200<br>Toronto, Ontario<br>M5B 1X3                       |
| AND TO: | <b>WINDSOR II LIMITED PARTNERSHIP</b><br>28 Hazelton Avenue<br>Suite 200<br>Toronto, Ontario<br>M5R 2E2 |

**THIS IS EXHIBIT "S" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small loop.

---

*A Commissioner etc.*

May 16, 2024

**PERSONAL & CONFIDENTIAL**

**VIA EMAIL TO [jc@gmpizza.com](mailto:jc@gmpizza.com) and [joechetti@me.com](mailto:joechetti@me.com)  
AND REGULAR AND REGISTERED MAIL**

Woodington Estates Inc.  
7110 4<sup>th</sup> Line  
Tottenham, ON L0G 1W0

Attention: Joseph Chetti, President

**Re: *Indebtedness of Woodington Estates Inc. (the "Borrower") to Melvyn Eisen (the "Lender")  
7110 4<sup>th</sup> Line, Tottenham, Ontario (the "Property")***

Dear Sir,

We are lawyers for the Lender. The Borrower is indebted to the Lender pursuant to a Charge/Mortgage in the principal amount of \$11,500,000 registered against title to the Property on January 11, 2019 as Instrument No. SC1568887 (the "**Charge**").

We are advised by the Lender that the Charge matured on March 1, 2020. Despite maturity, the Charge has not been repaid.

According to the Lender's records, the amount due and owing under the Charge as of May 16, 2024, is \$11,408,768.58.

Interest continues to accrue on the amount aforementioned at the rate of 11% per annum from May 17, 2024 to the date of payment.

On behalf of the Lender, we hereby demand payment of the amount owing under the Charge. Unless payment of the aforesaid amount, together with additional interest accrued, fees, expenses and legal costs actually incurred to the date of payment or satisfactory arrangements therefor are made forthwith, the Lender shall take such steps as it deems necessary or advisable to recover payment of the amount owing, without further demand upon or notice to you. Such steps may include the appointment of a receiver to market and sell the Property.

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).

Yours truly,  
CHAITONS LLP



Harvey Chaiton  
PARTNER  
Encl.

cc: Melvyn Eisen  
cc: Windsor Private Capital Limited Partnership

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

To: **Woodington Estates Inc.**, an insolvent person

Take notice that:

1. **Melvyn Eisen**, a secured creditor, intends to enforce his security on all of the present and after-acquired property of Woodington Estates Inc.
2. The security that is to be enforced is (i) a Charge/Mortgage registered on January 11, 2019 as Instrument No. SC1568887 against title to the property municipally described as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Property**”); and (ii) a Notice of Assignment of Rents registered against title to the Property on January 11, 2019 as Instrument No. SC1568888 (the “**Security**”).
3. The total amount of indebtedness secured by the Security as at the close of business on May 16, 2024 is **\$11,408,768.58**, for principal and interest plus legal 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.

DATED at Toronto, this 16<sup>th</sup> day of May, 2024.

**Melvyn Eisen,**  
by his lawyers, Chaitons LLP

Per:



---

Harvey Chaiton

**THIS IS EXHIBIT "T" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'M' followed by a horizontal stroke.

---

*A Commissioner etc.*

May 16, 2024

**PERSONAL & CONFIDENTIAL**

**VIA EMAIL AND REGULAR AND REGISTERED MAIL**

Joseph Chetti ([jc@qmpizza.com](mailto:jc@qmpizza.com) and [joechetti@me.com](mailto:joechetti@me.com))  
156 Capner Court  
Kleinburg, ON L0J 1C0

Elena Salvatore ([elenasalv2000@yahoo.com](mailto:elenasalv2000@yahoo.com))  
801 Lawrence Avenue East, Ph5  
Toronto, ON M3C 3W2

Woodington Management Inc.  
7110 4<sup>th</sup> Line  
Tottenham, ON L0G 1W0

Attention: Joseph Chetti, President

**Re: *Indebtedness of Woodington Estates Inc. (the "Borrower") to Melvyn Eisen (the "Lender")  
7110 4<sup>th</sup> Line, Tottenham, Ontario (the "Property")***

Dear Sir/Madam,

We are lawyers for the Lender. Please find enclosed a copy of our letter to the Borrower dated May 16, 2024, demanding payment of the amount owing to the Lender under the Charge (as defined therein) in the amount of \$11,408,768.58 for principal and interest as of May 16, 2024 plus accruing interest, fees, expenses and legal costs.

Payment of the amount owing to the Lender was guaranteed by you pursuant to the terms of the guarantee clause contained in the Charge and Standard Charge Terms filed as No. 200033 (the "**Guarantee**").

We hereby demand payment of the amount owing to the Lender under the Charge in accordance with the terms of the Guarantee.

Govern yourselves accordingly.

Yours truly,  
CHAITONS LLP



Harvey Chaiton  
PARTNER  
Encl.

cc: Melvyn Eisen  
cc: Windsor Private Capital Limited Partnership

May 16, 2024

**PERSONAL & CONFIDENTIAL**

**VIA EMAIL TO [jc@gmpizza.com](mailto:jc@gmpizza.com) and [joechetti@me.com](mailto:joechetti@me.com)  
AND REGULAR AND REGISTERED MAIL**

Woodington Estates Inc.  
7110 4<sup>th</sup> Line  
Tottenham, ON L0G 1W0

Attention: Joseph Chetti, President

**Re: *Indebtedness of Woodington Estates Inc. (the "Borrower") to Melvyn Eisen (the "Lender")  
7110 4<sup>th</sup> Line, Tottenham, Ontario (the "Property")***

Dear Sir,

We are lawyers for the Lender. The Borrower is indebted to the Lender pursuant to a Charge/Mortgage in the principal amount of \$11,500,000 registered against title to the Property on January 11, 2019 as Instrument No. SC1568887 (the "**Charge**").

We are advised by the Lender that the Charge matured on March 1, 2020. Despite maturity, the Charge has not been repaid.

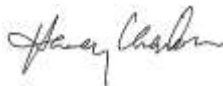
According to the Lender's records, the amount due and owing under the Charge as of May 16, 2024, is \$11,408,768.58.

Interest continues to accrue on the amount aforementioned at the rate of 11% per annum from May 17, 2024 to the date of payment.

On behalf of the Lender, we hereby demand payment of the amount owing under the Charge. Unless payment of the aforesaid amount, together with additional interest accrued, fees, expenses and legal costs actually incurred to the date of payment or satisfactory arrangements therefor are made forthwith, the Lender shall take such steps as it deems necessary or advisable to recover payment of the amount owing, without further demand upon or notice to you. Such steps may include the appointment of a receiver to market and sell the Property.

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).

Yours truly,  
CHAITONS LLP



Harvey Chaiton  
PARTNER  
Encl.

cc: Melvyn Eisen  
cc: Windsor Private Capital Limited Partnership

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

To: **Woodington Estates Inc.**, an insolvent person

Take notice that:

1. **Melvyn Eisen**, a secured creditor, intends to enforce his security on all of the present and after-acquired property of Woodington Estates Inc.
2. The security that is to be enforced is (i) a Charge/Mortgage registered on January 11, 2019 as Instrument No. SC1568887 against title to the property municipally described as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Property**”); and (ii) a Notice of Assignment of Rents registered against title to the Property on January 11, 2019 as Instrument No. SC1568888 (the “**Security**”).
3. The total amount of indebtedness secured by the Security as at the close of business on May 16, 2024 is **\$11,408,768.58**, for principal and interest plus legal 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.

DATED at Toronto, this 16<sup>th</sup> day of May, 2024.

**Melvyn Eisen,**  
by his lawyers, Chaitons LLP

Per:



---

Harvey Chaiton

**THIS IS EXHIBIT "U" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' followed by a horizontal line and a small loop.

---

*A Commissioner etc.*

June 20, 2024

**PERSONAL & CONFIDENTIAL**

VIA EMAIL TO [jc@gmpizza.com](mailto:jc@gmpizza.com) and [joechetti@me.com](mailto:joechetti@me.com)  
AND REGULAR AND REGISTERED MAIL

Joseph Chetti  
156 Capner Court  
Kleinburg, ON L0J 1C0

**Re: *Indebtedness of First Global Financial Corp. (the "Borrower") to Melvyn Eisen and Windsor II Limited Partnership (the "Lenders")  
11720 Highway 27, Vaughan, Ontario***

***Indebtedness of Totten Investments Limited and 5021647 Ontario Inc. (the "Borrowers") to Melvyn Eisen (the "Lender")  
6863 Fifth Line, Tottenham, Ontario***

***Indebtedness of Woodington Estates Inc. (the "Borrower") to Melvyn Eisen (the "Lender")  
7110 4<sup>th</sup> Line, Tottenham, Ontario***

***Indebtedness of Rimrock Estates Inc. (the "Borrower") to Melvyn Eisen (the "Lender")  
2720 King Road, King City, Ontario,***

Dear Mr. Chetti,

Further to our letters to you dated May 16, 2024, copies of which are attached hereto, please be advised that unless payment is made or satisfactory arrangements for payment are made by 5:00 p.m. June 28, 2024, the Lender(s) intend to take steps to enforce their security which will include seeking the appointment of a receiver over all or any of the properties referred to above including the Woodington Lakes Golf Club.

Yours truly,  
CHAITONS LLP



Harvey Chaiton  
PARTNER  
Encl.

cc: Melvyn Eisen  
cc: Windsor Private Capital Limited Partnership

**THIS IS EXHIBIT "V" TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal stroke and a loop.

---

*A Commissioner etc.*



June 10th, 2024

Letter of Intent

RE: First (1st) MORTGAGE ON WOODINGTON LAKE GOLF CLUB, 7110 4TH LINE, TOWN OF NEW TECUMSETH, (TOTTENHAM), ONTARIO, CANADA. PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R316629 TECUMSETH; S/T RO318906; NEW TECUMSETH

We are pleased to offer you the following letter of intent for your consideration.

---

VALUED AT: \$40,000,000.00 AS IS

LOAN AMOUNT: \$22,000,000.00

BORROWERS(S): Woodington Lake Golf Club

GUARANTOR(S): Mr. Joe Chetti

INTEREST RATE: 8.50%

TERM: One (1) Year, Fully Open After Six (6) Months

MONTHLY PAYMENT: \$155,833.33 per month, Interest Only

CLOSING DATE: TBD - Time is of the essence

FEES: Lender Fee: \$550,000.00 (2.5%)  
Brokerage Fee: \$440,000.00 (2%)  
Legal Fees (Estimate):

STANDBY FEE: N/A

CONDITIONS:

- a. Appraisal on the property located at 7110 4th Line, Tottenham ON L0G 1W0 by an appraiser acceptable to the Lender, addressed to the Lender, showing a minimum value of \$40,000,000.00 to be used by the Lender for the purpose of First Mortgage financing. Appraisal to be dated within 30 days from acceptance.
- b. Receipt of current First Mortgage Statement for 7110 4th Line, Tottenham ON L0G 1W0 to show First Mortgage is up to date and in good standing, not to exceed

Lic #13157  
210 - 5800 Ambler Drive  
Mississauga ON L4W 4J4  
Ph: 416-459-3331; Fx: 416-981-3331

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.



- \$12,000,000.00. Any First Mortgage arrears are to be paid in full from the proceeds for this advance. **ALSO A SECOND OF APPROX \$6,000,000.**
- c. Receipt of current Property Tax Bill for 7110 4th Line, Tottenham ON L0G 1W0, to show Property Taxes are up to date and in good standing. Any Property tax arrears are to be paid in full from the proceeds of this mortgage.
  - d. Articles of Incorporation
  - e. 2023/2022 Audited Financial Statements
  - f. Jan 2024 - June 2024 (YTD) Corporate Bank Statements
  - g. Confirmation no Corporate Taxes owing
  - h. 2 pieces of Photo ID (Guarantor)
  - i. The Borrower(s) agree to provide such other information and documentation as reasonably requested by the Lender or their Solicitor to further secure their position.
  - j. Any legal fees incurred any the Lender present and future to be paid by the Borrower(s).
  - k. Pay to the Lender their fee of \$550,000.00, should the Borrower(s) be given a Lender signed commitment and fail to close on that commitment if it is comparable to this letter of intent through no fault of the Lender, as pre-estimated of their liquidated damage and interest will accrue at the contract rate.
  - l. The Borrower(s) shall provide a fire insurance policy for the full replacement value of the buildings at 7110 4th Line, Tottenham ON L0G 1W0, with loss payable to the Lender, as the First Mortgagee, containing a standard mortgage clause and rent loss provision, where applicable. Copy of insurance policy or interim binder shall be supplied prior to the advance of funds, to the satisfaction of the Lender and its solicitors.
  - m. A Legal Retainer in the amount of \$1,000.00 to be provided upon Commitment payable to the Lender's Lawyer. This retainer will be applied towards legal fees at closing.

MIL  
TO BE  
PAID  
OFF



CONDITIONS PRECEDENT TO FUNDING:

- a. All security is in place to the satisfaction of the Lender and their Solicitor.
- b. Evidence of satisfactory title to be provided.
- c. Valid Title Insurance Policy to be provided.
- d. Satisfactory review and approval of this Commitment Letter and the security by the Lender's and Borrower(s)' solicitor.
- e. Personal Net Worth, Credit Application and Current Credit Bureau of the Borrower(s) and Guarantor(s) pulled by Westgate Mortgages Inc.
- f. Original Notice of Assessments for the Borrower(s) to be supplied showing no Income Tax Arrears. Any Income Tax Arrears are to be paid from the proceeds of this advance.

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Mississauga ON L4W 4J4  
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- g. Original HST Assessment for the Borrower(s) Company Woodington Lake Golf Club to be supplied showing no HST Arrears. Any HST Arrears are to be paid from the proceeds of this advance.
- h. Property to be inspected by Lender and found suitable for mortgage financing after all requested information is provided and approved.
- i. Anything else that the Lender or their Solicitor may reasonably require before closing, upon review of above.

All costs incurred by either the Borrowers or the Lender including legal, survey, appraisal as well as those others which may be identified as time progresses shall be the responsibility of the borrower and deducted from any advance.

This letter should not be considered a commitment, but only as an indication of our interest (letter of intent).

Yours very truly,

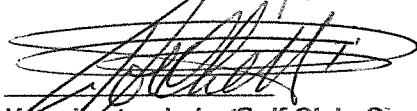
Westgate Mortgages Inc.

  
\_\_\_\_\_  
Rai, Paul  
Principal Broker

THIS IS A LETTER OF INTENT AND NOT A COMMITMENT TO FUND ACCEPTANCE.

I the undersigned, hereby accept the terms and conditions as set out above.

Dated at Mississauga this 10<sup>th</sup> day of June, 2024

  
\_\_\_\_\_  
Woodington Lake Golf Club, Signing Officer

  
\_\_\_\_\_  
Joe Chetti

Lic #13157  
210 - 5800 Ambler Drive  
Mississauga ON L4W 4J4  
Ph: 416-459-3331; Fx: 416-981-3331

**THIS IS EXHIBIT “W” TO  
THE AFFIDAVIT OF MELVYN EISEN  
SWORN BEFORE ME THIS 7TH  
DAY OF AUGUST, 2024**

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal stroke and a small loop.

---

*A Commissioner etc.*

Court File No.

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

B E T W E E N:

**MELVYN EISEN, TRUSTEE**

Applicant

- and -

**WOODINGTON ESTATES INC.**

Respondent

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

**CONSENT**

**ALBERT GELMAN INC.** hereby consents to being appointed as receiver over the lands municipally known as 7110 4<sup>th</sup> Line, Tottenham, Ontario (the “**Golf Course Lands**”) and the business and assets of Woodington Lake Golf Club.

Dated this 7<sup>th</sup> day of August, 2024.

**ALBERT GELMAN INC.**

By:



**Bryan  
Gelman**

---

Name: Bryan Gelman

I have authority to bind the corporation

MELVYN EISEN, TRUSTEE  
Applicant

-and-

WOODINGTON ESTATES INC.  
Respondent

Court File No.

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

PROCEEDING COMMENCED AT  
TORONTO

**CONSENT TO ACT**

**CHAITONS LLP**

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

**Harvey Chaiton (LSO No. 21592F)**

Tel: (416) 218-1129

E-mail: [harvey@chaitons.com](mailto:harvey@chaitons.com)

**Danish Afroz (LSO #65786B)**

Tel: (416) 218-1137

E-mail: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for the Applicant**

**MELVYN EISEN, TRUSTEE**  
Applicant

-and-

**WOODINGTON ESTATES INC.**  
Respondent

Court File No.

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

**AFFIDAVIT OF MELVYN EISEN**  
(sworn August 7, 2024)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton** (LSO No. 21592F)  
Tel: (416) 218-1129  
Email: [harvey@chaitons.com](mailto:harvey@chaitons.com)

**Danish Afroz** (LSO No. 65786B)  
Tel: (416) 218-1137  
E-mail: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for the Applicant**

MELVYN EISEN, TRUSTEE  
Applicant

-and-

WOODINGTON ESTATES INC.  
Respondent

Court File No. CV-24-00725570-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
TORONTO

**APPLICATION RECORD  
(APPOINTMENT OF A RECEIVER)**

**CHAITONS LLP**

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

**Harvey Chaiton (LSO No. 21592F)**

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E-mail: [harvey@chaitons.com](mailto:harvey@chaitons.com)

**Danish Afroz (LSO #65786B)**

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E-mail: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for the Applicant**